

GENERAL TERMS AND CONDITIONS

1. PREAMBLE

- 1.1. The Terms (as defined in the Order Form) apply to the Licensee's access and use of DALUX's Modules provided through DALUX's web- and application-based software as a service, including all updates, modifications, improvements, and derivative works, the maintenance and hosting thereof, and documentation related thereto, as well as all intellectual property rights therein, (collectively, the "Services") for the subscription identified in the Order Form ("Subscription").
- 1.2. This Agreement (as defined in the Order Form) exclusively governs the provision of the Services. It will prevail over any standard terms of the Licensee which have not expressly been accepted by DALUX in writing. As such, any terms and conditions specified or referenced in Licensee's purchase orders or order confirmations are non-valid. Moreover, no amendment to or modification of, or rescission or discharge of the Agreement is effective unless it is in writing, identified as an amendment (e.g. a side letter) to or rescission or discharge of the Agreement, and is signed by an authorized representative of each Party. In case of conflicting terms, the Order Form will prevail over the General Terms and Conditions.
- 1.3. These Terms are written in English. Any other language translation provided is for convenience only. In case of any discrepancy between the original English version and the translated version of the Terms, the English version will prevail.

2. GRANT OF USE

- 2.1. DALUX reserves all right, title and interest in and to the Services and any intellectual property rights therein or thereto not granted below.
- 2.2. Upon payment of the subscription fee set out in the Pricing Information on the Order Form ("Subscription Fee") and subject to the terms and conditions of the Agreement, DALUX shall grant and does hereby grant the Licensee a limited, non-exclusive, non-sublicensable, and non-transferable right and license to use the DALUX Services identified in the Order Form on a subscription basis solely for the Subscription in all countries and territories throughout the world excluding any country or territory subject to an economic sanction or embargo under applicable laws and regulations.
- 2.3. The grant of use moreover depends on the type of Subscription:

2.3.1. For a **Project License**, the following applies:

The Licensee's right to use the Services is limited to the Project and building volume corresponding to the Project Total Construction Cost identified in the sheet in the Order Form. The Project must either be a building or civil works owned by the Licensee or included in the Licensee's project portfolio underlying a contractual obligation of performance.

The Subscription includes the Licensee's right to invite unlimited individual person users (not entities) to use and access the subscribed Services when performing work on behalf of the Licensee for the sole purpose of the Project.

2.3.2. For a **Company License**, the following applies:

The Licensee's right to use the Services applies to completed and new projects included in the Licensee's project portfolio ("Project Portfolio"). A project must either be fully owned by the Licensee or be a project where the Licensee has a contractual obligation to a specific performance ("Project").

All Projects and activities performed where DALUX's Services will be used must be part of the Licensee's Project Portfolio and included in the Yearly Turnover disclosed in the sheet in the Order Form. The Projects must either be buildings or civil works owned by the Licensee or included in the Licensee's Project Portfolio

underlying a contractual obligation of performance.

The Subscription includes the Licensee's right to create an unlimited number of Projects and invite unlimited users (not entities) to use and access the subscribed Services when performing work on behalf of the Licensee. The Licensee will further receive access to DALUX Company Profile where the Licensee's use of DALUX Services can be standardized and monitored across the Licensee's Projects.

2.3.3. For a **Company License (Dalux FM)**, the following applies:

The Licensee's right to use the Services applies only to the named buildings and number of square meters defined in the sheet in the Order Form and included in the Licensee's building portfolio ("Building Portfolio"). A building must either be fully owned by the Licensee or be a building where the Licensee has a contractual obligation to a specific performance. All buildings and activities performed where DALUX's Services will be used must be part of the Licensee's Building Portfolio and included in the Total Building Volume disclosed.

The Subscription includes the Licensee's right to invite unlimited users to use and access the subscribed Services when performing work on behalf of the Licensee. The Licensee will further receive access to DALUX Company Profile where the Licensee's use of DALUX Services can be standardized and monitored across the Licensee's buildings.

- 2.4. The Licensee is under no circumstance allowed to enter into this Agreement on behalf of other companies, organizations, or third parties, including any existing or future joint venture collaboration between the Licensee and another company, or extend its use of the Services without DALUX's prior written approval.
- 2.5. Without limiting the foregoing, the Licensee shall not (i) use the Services for the benefit of any person or entity other than Licensee; (ii) separate or uncouple any portions of the Services, in whole or in part, from any other portions thereof; (iii) take any actions that affect DALUX's right, title or interest in the Services; (iv) give access to the Services to any third party without DALUX's prior written consent; (v) remove, alter, or obscure any proprietary notices and licenses on the Services; or (vi) modify, create derivative works of, translate, perform reverse engineering, disassemble, decompile or otherwise attempt to create or discover any source code, underlying algorithms, ideas, file formats, programming interfaces of the Services or other works from, by any means whatsoever.
- 2.6. All users invited by the Licensee to access and use the Services for the Project are required to sign up for the Services with a valid business email address. Users are prohibited from signing up for the Services with a generic email address. The personal user license granted is for individual use only and may not under any circumstances be shared between individuals. The personal use is subject to the DALUX End User License Agreement ("EULA"), which can be accessed here: <https://www.dalux.com/terms-and-conditions-license-eula/>.
- 2.7. The Licensee is fully responsible for the acts and omissions of any user it, or its third parties, invites to use the Services and will instruct and ensure that all such users use the Services in accordance with the terms and conditions of the Agreement. The Licensee is fully responsible for securing all necessary rights and permissions from users to grant DALUX the rights to user information, data, materials, etc. included in the Licensee Data and/or Licensee Materials. DALUX has no obligations, responsibilities, or liabilities with

respect to any user invited to use the Services by the Licensee. The Licensee further agrees to indemnify and hold DALUX's Indemnified Party harmless from any and all Claims (as such terms are defined below) arising from the acts or omissions of any user invited to use the Services by the Licensee.

3. TERM AND TERMINATION

3.1. The Subscription commences and the Services are made available from the Subscription Start Date identified in the Order Form and continues for the initial duration stipulated in the Order Form ("Initial Period"); provided that the Subscription will be renewed automatically for the period stated in the Order Form, ("Renewal Period"; and the Initial Period and Renewal Period are individually and collectively the "Subscription Period") if not terminated earlier pursuant to the Agreement.

4. PAYMENT

4.1. The Subscription Fee must be paid three (3) months in advance for every invoicing period. Invoices will be sent to the Licensee every third month and payments must be made within eight (8) days after the invoice date. Invoices are sent to the invoicing email stated by the Licensee in the Order Form. Invoices are sent in pdf-format. DALUX reserves the right to request payment via bank transfer only.

4.2. The Licensee accepts and understands that the calculated monthly Subscription Fee is based on the Project Total Construction Cost disclosed by the Licensee. If the Project Total Construction Cost changes with an upward percentual change of 10% or more, the Licensee is obligated to inform DALUX of the increased change without undue delay. DALUX shall have a right to, upon reasonable notice, either by itself or a chosen third party, audit the Licensee to ensure that the disclosed Project Total Construction Cost is accurate. If such audit shows that the information was not accurate, Licensee will bear all costs related to such audit. Based on the information provided by the Licensee or discovered in an audit, DALUX reserves the right to adjust the monthly Subscription Fee retroactively.

4.3. DALUX reserves the right to annually regulate the Subscription Fee equivalent to developments in the European Harmonized Index of Consumer Prices (HICP).

4.4. DALUX reserves the right to adjust the Subscription Fee, provided that DALUX shall notify the Licensee of such adjustments at least three (3) months before the end of a Subscription Period.

4.5. Upon the Licensee's failure to pay the Subscription Fee in due time, DALUX reserves the right to restrict the Licensee's access to the Services and DALUX' other services until payment is received. An interest rate of 1.5% per month will be added to the unpaid invoiced amount from the date the invoice was due including potential collection fees.

4.6. In the event the Licensee is insolvent or declared bankrupt, DALUX reserves the right to restrict the Licensee's access to the Services and DALUX' other services until payment is fully secured.

5. SUPPORT

5.1. The Licensee appoints an appropriate number of "Super Users" (never less than one (1)) who will be responsible for supporting and educating the Licensee's other users.

5.2. DALUX offers online training and support free of charge to the appointed Super Users via telephone and/or e-mail in English or another relevant market language. Telephone support is available between 9 a.m. and 4 p.m. CET on weekdays (except for Danish public holidays). DALUX aims to reply to e-mails within 24 hours on working days (Monday-Friday). Support concerning drawings, models, and the like requires that the Licensee's Super Users have substantial knowledge of AutoCAD, Revit, and similar software, and the Licensee shall ensure that the Super Users it appoints have such experience.

6. COURSES, WORKSHOPS AND DEVELOPMENT

6.1. The Subscription does not include courses, workshops, consultancy, customizations, or similar services, including

any other training other than as described in Section 5.2. Any such service may be purchased upon request and will be performed subject to a separate written mutual agreement between the Parties.

7. RELIABILITY

7.1. Data is backed up immediately on arrival on DALUX' hosting provider's platform, however DALUX hereby waives and disclaims all liability for any distortion and loss of data, unauthorized surveillance, capture of, and access to the Licensee's data, or other damages and losses caused and suffered due to the Licensee's non-compliant use of the Services. Moreover, DALUX hereby waives and disclaims all liability related to errors, including lost data, caused by events of which it's hosting provider is responsible.

7.2. The Licensee may extract the data it generates in the Services for free at any time during the Subscription and is responsible to store a local copy of its data regularly to mitigate the risk of data loss.

7.3. DALUX reserves the right without prior notice, to limit and restrict the Licensee's access to the Services or the scope of the Services under circumstances where DALUX deems it necessary for security reasons or due to maintenance of the Services. DALUX commits to use commercially reasonable efforts to give the Licensee reasonable prior notice in the event of a limitation or restriction to the Services. DALUX's failure to give such prior notice should not be deemed a breach of the Agreement.

8. DATA PROCESSING AGREEMENT

8.1. The Parties agree to comply with applicable data protection regulation, including the EU General Data Protection Regulation 2016/679 (GDPR), and to take all necessary precautionary measures to ensure its compliance.

8.2. The Licensee is responsible for the personal data collected, processed, and shared with DALUX under the Agreement when using the Services and is thereby the Data Controller. DALUX will be the Data Processor when processing personal data on behalf of the Licensee. DALUX is obligated to act based on instructions given by the Licensee. The relationship, rights, and obligations between DALUX and the Licensee is regulated by DALUX's Data Processing Agreement available at: <https://www.dalux.com/data-processing-agreement> and will constitute the legal framework for the processing of personal data unless agreed otherwise by the Parties.

9. LICENSEE INFORMATION AND MATERIAL

9.1. For purposes of the Agreement "Licensee Information" means all relevant information about the Licensee or its users provided to DALUX by or on behalf of the Licensee or its users or otherwise collected by DALUX about the Licensee or Licensee's users. "Licensee Material" means any pictures, data, information, or other material provided, uploaded, or submitted by or on behalf of the Licensee or its users to DALUX in the course of using the Services.

9.2. DALUX collects and stores relevant Licensee Information in its database (e.g. company registration number and company address) in connection with the execution of the Agreement. Licensee Information may also include personal data such as name, contact telephone number, and email addresses of people employed by the Licensee or invited to use the Services by Licensee. For information about how DALUX collects and uses personal data DALUX refers to its Privacy Policy available at: <https://www.dalux.com/privacy-policy>. The Privacy Policy is also referred to in the EULA.

9.3. The Licensee should inform DALUX of relevant changes to the Licensee Information.

9.4. The Licensee hereby grants DALUX a nonexclusive, sublicensable, transferrable, perpetual, irrevocable, fully-paid, royalty-free, and worldwide right and license to the Licensee Material and all intellectual property rights therein to, subject to the confidentiality obligation in Section 10, use and modify Licensee Material solely to (i) provide the Services and any support or consultation services to the Licensee; (ii) generate derived data and analytics, and (iii) use, exploit and make available such derived data and

analytics for purposes of improving, testing and operating DALUX's products and Services.

- 9.5. DALUX may use the Licensee's name, logo and Project name as a reference on the DALUX website and for other marketing purposes.
- 9.6. Upon termination of the Subscription, DALUX reserves the right to delete all of the Licensee's data three (3) months after termination of the Subscription. During this three (3) month period, the Licensee may order data extracts from DALUX at DALUX's available hourly consultancy rate upon the time of request.
- 9.7. The Licensee may request DALUX to store the Licensee's data in the Services after termination of the Subscription in exchange for the Licensee's payment of a monthly fee of 20% of the Subscription Fee for the requested period of continued storage. A written request for continued storage of the Licensee's data must be submitted and received by DALUX within two (2) months following the termination of the Subscription.

10. CONFIDENTIALITY

- 10.1. All non-public, confidential or proprietary information of either Party, including, but not limited to, site locations, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, personal information, pricing, discounts or rebates, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Agreement is confidential and may not be disclosed to any third party unless authorized by the Disclosing Party in writing.
- 10.2. Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all documents and other materials received from Disclosing Party. Disclosing Party shall be entitled to seek injunctive relief for any violation of this Section 10.
- 10.3. This Section 10 shall not apply to information that is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; (d) is independently developed by the Receiving Party without use of the Disclosing Party's disclosed non-public, confidential or proprietary information; or (e) that is required to be disclosed by law or an order by a court or administrative body or agency, provided that the Receiving Party (i) promptly notifies the Disclosing Party prior to disclosing such information so as to provide the Disclosing Party with sufficient time to oppose or seek to limit such disclosure, and (ii) if the Receiving Party's efforts to oppose or limit such disclosure are ultimately unsuccessful, discloses information only to the extent required to comply with applicable law or order and uses commercially reasonable efforts to obtain confidential treatment of any information disclosed.
- 10.4. The provisions of this Section 10 shall survive the termination of the Agreement.

11. INTELLECTUAL PROPERTY

- 11.1. As between the Parties, the Licensee shall own all right and title to the data it generates and produces in connection with its use of the Services throughout the Subscription. Licensee Materials remain the Licensee's property.
- 11.2. The Licensee represents and warrants that all Licensee Material, regardless of the form or media, shall not infringe, misappropriate, or violate any third-party intellectual property rights or other proprietary rights or any applicable laws or regulations. If any claims are made against DALUX regarding the Licensee Material, the Licensee shall indemnify and hold harmless DALUX from all such third-party claims and to cover all of DALUX's costs in relation thereto, including all legal fees.
- 11.3. In connection with the use of the Services, Licensee may be exposed to APIs or third party material integrations. It will be clear from the interface when these features are available, and use of the features will require that the Licensee has the necessary licenses to such third party material, e.g. Microsoft Office 365. As stated in the EULA, the use of third party

features will be subject to the license terms between the third party and the Licensee.

- 11.4. DALUX reserves the right to restrict the Licensee's access to the Services if it comes to DALUX's knowledge that the Licensee or a user is infringing upon, violating, or misappropriating any third party's rights or is non-compliant with any applicable laws or regulations.

12. INDEMNIFICATION; LIMITATION OF LIABILITY

- 12.1. Licensee shall indemnify, defend and hold harmless DALUX and its affiliates, and its and their employees, officers, directors, agents, successors, and permitted assigns (collectively, "DALUX'S Indemnified Party") against any and all third party actions, proceedings, claims, demands, losses, costs, damages, liabilities, deficiencies, penalties, judgements, awards, settlements, penalties, fines, remedial obligations, interest, and other expenses of whatever nature, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers (collectively, "Claims"), incurred by DALUX'S Indemnified Party or awarded against DALUX'S Indemnified Party, resulting from any claim of a third party or incurred by DALUX or DALUX'S Indemnified Party arising out of or occurring in connection with (a) any uses, decisions, actions, or inactions made by Licensee, or its users, based on the Services or discussions thereof, including any personal injury or death, property damage, harm, or fine; and (b) Licensee's or its user's fraud, gross negligence, or willful misconduct. Licensee shall not enter into any settlement related to such indemnification without DALUX's or DALUX'S Indemnified Party's prior written consent, such consent not unreasonably withheld.
 - 12.2. The Licensee's use of DALUX's Services is entirely at the Licensee's own risk and is provided AS-IS without any warranties of any kind. DALUX DISCLAIMS ALL WARRANTIES (EXPRESS OR IMPLIED AND ARISING BY LAW OR OTHERWISE) REGARDING THE SERVICES AND ITS PERFORMANCE OR SUITABILITY FOR LICENSEE'S INTENDED USE, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OR ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE IN CONNECTION WITH THE AGREEMENT. DALUX DOES NOT WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF LICENSEE OR THAT THE OPERATION OR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. DALUX will, for example, not be liable for i) the Licensee's completion of a Project including the end-results, ii) any performance and delay claims attributable to the Licensee (also if caused by DALUX's employees acting under Licensee's instruction), or iii) any technical or output calculations in the Services. As such, DALUX' sole responsibility shall be to make the Services available to the Licensee in accordance with this Agreement.
 - 12.3. Except as described in Section 12.4, neither Party shall be liable under the Agreement for any indirect or consequential damages or losses, and each Party's direct liabilities under the Agreement is limited to a total amount of three (3) months payment made by the Licensee to DALUX for all damages and claims, based on the latest invoice issued.
 - 12.4. Notwithstanding the foregoing, the limitations in Section 12.3 shall not apply in situations of a Party's gross negligence, willful misconduct or fraud. Further, the limitations in Section 12.3 shall not apply to Licensee's indemnification obligations pursuant to the Agreement, Licensee's infringement of DALUX's intellectual property rights, or Licensee's breach of its confidentiality obligations hereunder.
- ## 13. FORCE MAJEURE
- 13.1. Neither of the Parties shall be liable or in breach of the Agreement if a failure to perform its obligations is prevented due to force majeure. The following circumstances should be attributable to the definition of force majeure: water damages; damages to production equipment; power failure;

network failure; natural disasters; acts of war or terrorism; riots; labour strikes; governmental actions; internet disturbance; and other unforeseen circumstances which the Parties could not have prevented by reasonable measures.

- 13.2. A Party affected by force majeure should commit to using commercially reasonable efforts to uphold the performance of its obligations under the Agreement during the state of force majeure or recommence its performance as soon as possible. If performance has not been recommenced within forty-five (45) days after the beginning of the force majeure event, the Agreement may be terminated by either Party.

14. BREACH

- 14.1. Subject to any other provision in the Agreement providing for the remedy of a breach, DALUX may, in the event of any other breach caused by the Licensee under the Agreement, without prejudice to its other rights pursuant to applicable law, terminate the Agreement if the Licensee fails to remedy any breach caused by it after receiving a prior written notice of breach from DALUX, requiring the Licensee to rectify the breach within a given timeframe.
- 14.2. If the Licensee materially breaches any of the Terms herein, DALUX has the right to terminate the Agreement immediately. As examples, failure to pay the Subscription Fee within 30 days from coming due and Licensee's infringement of DALUX intellectual property rights or other parties' rights will always constitute a material breach.

15. TRANSFER OF RIGHTS

- 15.1. DALUX may assign its rights and obligations under the Agreement, including, but not limited to, the Parties' Agreement, Subscription, Services, operation of the Services, and any other associated or additional service to an affiliate or third party without prior notice to the Licensee, provided the assignment does not change the terms and conditions for the Licensee.
- 15.2. The Licensee shall not assign any of its rights and obligations under the Agreement, in whole or in part, to any third party without DALUX's prior written approval. Any other purported assignment or delegation in violation of this Section 15.2 shall be null and void. Licensee's right to add unlimited users to the Project in accordance with the Subscription is not an assignment provided that the terms and conditions of the Agreement are met.

16. COMPLIANCE WITH LAWS

- 16.1. Both Parties shall comply with laws and regulations applicable to it, including but not limited to export control laws.
- 16.2. When drones are used by the Licensee, the Licensee as the drone operator is responsible for complying with all applicable laws and regulations.

17. APPLICABLE LAW AND JURISDICTION

- 17.1. The validity, interpretation and performance of the Agreement shall be governed by and construed under the applicable laws of Denmark and without giving effect to the principles of conflict of laws. The Parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the local courts of Copenhagen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 17.2. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed from this Agreement, and the remaining provisions shall continue in full force and effect, to the extent permitted by law. The Parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely achieves the original intent of the Parties.