

COMPANY LICENSE AGREEMENT FOR DALUXFM

DALUX LIMITED

27 Greville Street
 London EC1N 8TN
 United Kingdom
 Company reg.no.: 11001591
 att.: [Deal owner (deal user_id)] - [Deal owner email (deal user_email)]
 ("DALUX")

Company Name

Address
 Country
 VAT no. /Comp. reg. no. XX
 Invoice email: XX
 P.O. no.:XX
 att: XX
 ("Licensee")

Agreement between DALUX and Licensee (together referred to as the "Parties" or individually as a "Party").

Concerning the use of DALUX' Services subject to DALUX' Terms and Conditions for Company License Agreements (DaluxFM)¹.

Pricing information: All monetary subscription sums disclosed below are stated in GBP exclusive of VAT.

Total Building Volume (m ²)* * total number of gross square meters (m ²) of the building where Dalux FM modules will be used	Building Name	DaluxFM-modules	Monthly Subscription Fee per Module	Subscription Start Date
XX m ²	XX	XX	XX	XX

Total monthly subscription price: XXX

For DALUX:

Signature

Date

Name

Title

For the Licensee:

Signature

Date

Name

Title

1) This sheet, together with DALUX Terms and Conditions for Company License Agreements (DaluxFM) ("Terms") updated May 2023 as attached hereto, constitutes the whole agreement ("Agreement") between DALUX and the Licensee. Each person signing this Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed and to have read and accepted the Terms. The Agreement is binding when both Parties has signed it. Digital acceptance or electronic signature is sufficient.

DALUX TERMS AND CONDITIONS FOR COMPANY LICENSE AGREEMENTS (DaluxFM)

1. SCOPE

- 1.1. These Terms apply to the Licensee's access and use of DALUX's modules through DALUX's web- and application-based software services ("Services") provided as a software as a service solution ("SaaS") including updates, maintenance, and hosting of the Services.
- 1.2. Any individually agreed terms between DALUX and the Licensee will only have effect and prevail over the Terms herein if agreed in writing and signed by both Parties.
- 1.3. These Terms are written in English. Any other language translation provided is for convenience only and 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. Upon payment of a yearly subscription fee ("Subscription Fee") DALUX grants the Licensee a non-exclusive and non-transferable right to use the selected DALUX modules through the Services on a subscription basis ("Subscription").
- 2.2. The Licensee's right to use the Services applies only to the named buildings and number of square meters defined in the sheet above, 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.
- 2.3. 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.
- 2.4. The Licensee is not entitled to translate, perform reverse engineering, resell, transfer or sublicense the Services, including the software in any manner, to any third party, in whole or in part or in any form whether modified or unmodified.

3. SUBSCRIPTION

- 3.1. 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.
- 3.2. The Licensee will be able to extract the data it generates in the Services for free at any time during the Subscription and should be responsible to store a local copy of its data regularly to prevent data loss.
- 3.3. All users invited by the Licensee who should access and use the Services on a building are required to sign up with a valid company email address to obtain a personal user-license. It is not allowed to sign up 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.
- 3.4. The Licensee is obliged to secure that any third party it engages under this Agreement will use the Services in accordance with the Terms herein. The Licensee is fully responsible for such third parties and DALUX will have no obligations, responsibilities, or liabilities towards a third party engaged by the Licensee. The Licensee further warrants to indemnify and hold DALUX harmless from any and all damages caused or claims arising from a third party engaged by the Licensee.

4. TERM AND TERMINATION

- 4.1. The Subscription commences and the Services are made available from the Start Date. The Subscription has a duration of one (1) year ("Subscription Period") and will be renewed automatically for one (1) year at a time if not terminated by either Party. The Parties can terminate the Subscription upon giving the other party a three (3) month's written notice to the end of a Subscription Period.

- 4.2. 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 period, the Licensee may purchase data extracts from DALUX at the available hourly consultancy rate upon the time of request.

5. PAYMENT

- 5.1. The Subscription Fee must be paid twelve (12) months in advance for every invoicing period. Invoices will be sent to the Licensee once annually and payments must be made within eight (8) days from the invoice date. Invoices are sent to the invoicing email stated by the Licensee in the sheet above.
- 5.2. The Licensee accepts and understands that the Subscription Fee calculated is based on the Total Building Volume for all buildings concerned. If the Total Building Volume changes with an upward percentual change of 10% or more, the Licensee must inform DALUX of the increased change without undue delay. DALUX reserves the right to adjust the Subscription Fee appropriate to the change and retroactively.
- 5.3. At the beginning of each calendar year, the Subscription Fee may be regulated equivalent to developments in the Harmonized Index of Consumer Prices (HICP).
- 5.4. Any other adjustments to the Subscription Fee must be notified by DALUX to the Licensee three (3) months before the end of a Subscription Period.
- 5.5. 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's 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.
- 5.6. In the event the Licensee is insolvent or declared bankrupt, DALUX reserves the right to restrict the Licensee's access to the Services until payment is fully secured.

6. SUPPORT

- 6.1. The Licensee appoints an agreed number of "Super Users" who will be responsible for supporting and educating the Licensee's other users.
- 6.2. 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 other requires that the Licensee's Super Users have substantial knowledge of AutoCAD, Revit, and similar software.

7. COURSES, WORKSHOPS AND DEVELOPMENT

- 7.1. The Subscription does not include courses, workshops, consultancy, customizations, or similar services. Any such service may be purchased upon request and will be performed subject to a mutual agreement between the Parties.

8. RELIABILITY

- 8.1. 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 its best endeavors to give the Licensee a 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.

9. DATA PROCESSING AGREEMENT

- 9.1. The Parties agree to comply with the EU General Data Protection Regulation 2016/679 (GDPR) and to take all necessary precautionary measures to ensure its compliance.
- 9.2. The Licensee is responsible for the personal data collected, processed, and shared with DALUX under this 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.

10. LICENSEE INFORMATION AND MATERIAL

- 10.1. For purposes of this Agreement "Licensee information" means all relevant information about the Licensee. "Licensee Material" means any pictures, data, information, or other material provided, uploaded, or submitted by or on behalf of the Licensee to Dalux in the course of using the Services.
- 10.2. DALUX collects and stores relevant information about the Licensee in its database e.g. company registration number and company address in connection with the execution of this Agreement. Information collected about the Licensee may also include personal data such as name, contact telephone number, and email addresses of people employed by the Licensee. For information about how DALUX collects and uses personal data DALUX refers to its Privacy Policy available at: <https://www.dalux.com/dalux-privacy-policy>.
- 10.3. The Licensee should inform DALUX of relevant changes to the Licensee information.
- 10.4. The Licensee acknowledges and agrees that DALUX may (i) internally use and modify (but not disclose) Licensee Material solely to (a) provide the Services and any support or consultation services to the Licensee and (b) generating derived data and analytics, and (ii) use, exploit and make available such derived data for purposes of improving, testing and operating DALUX's products and Services.
- 10.5. DALUX may use the Licensee's name and logo and building name as a reference on the DALUX website and for other marketing purposes.

11. CONFIDENTIALITY

- 11.1. The Parties acknowledge and warrants to keep the Terms in this Agreement and any other oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement fully confidential. The obligation on confidentiality should apply to the Parties employees, subcontractors, external consultants, and other representatives of the Parties. The Parties obligation on confidentiality should persist following the termination of the Agreement.

12. INTELLECTUAL PROPERTY

- 12.1. DALUX holds all rights and will remain the sole owner of all documentation provided, modifications, improvements, upgrades, derivative works, and all other intellectual property rights in the Services, including DALUX's name, logo, and trademarks. DALUX does not transfer any intellectual property rights and the Licensee does not acquire any ownership or other irrevocable rights to the Services, or any other services provided by DALUX under this Agreement.
- 12.2. The Licensee acquires all rights to the data generated and produced in connection with its use of the Services throughout the Subscription. Documentation and other data inserted or added to the Services by the Licensee e.g. drawings and models remain the Licensee's property.
- 12.3. The Licensee warrants that all data it uploads, inserts, or adds to the Services, regardless of the form or media, does not infringe upon third-party intellectual property rights. If an infringement claim is made against DALUX regarding data uploaded by the Licensee, the Licensee agrees to indemnify and hold harmless DALUX from all such third-party infringement claims and to cover all of DALUX's costs in relation thereto, including all legal fees.
- 12.4. DALUX reserves the right to restrict the Licensee's access to the Services if it comes to DALUX's knowledge that the Licensee is infringing upon a third party's intellectual property rights.

13. LIMITATION OF LIABILITY

- 13.1. The Licensee's use of DALUX's Services is entirely at the Licensee's own risk. DALUX will not be liable for the

Licensee's completion of a work on a building including any end-results, any performance and delay claims attributable to the Licensee, and any technical calculation errors in the Services.

- 13.2. DALUX waives all liability for any failure to perform data back-ups, distortion and loss of data, unauthorized surveillance, capture of, and access to the Licensee's data, or other damages and losses caused and suffered in connection with the Licensee's use of or inability to use the Services regardless of the reason, even if caused by the act of intent or gross negligence.
- 13.3. If DALUX is held liable for damages under the Agreement it will be limited to cover direct damages 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.

14. FORCE MAJEURE

- 14.1. Neither of the Parties should be liable or be in breach of the Terms in this 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; virus attacks; cyberattacks; hacking; back-up failure; power failure; network failure; and other unforeseen circumstances which the Parties could not have prevented by reasonable measures.
- 14.2. A party affected by force majeure should commit to using 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 45 days, the Agreement may be terminated by either Party.

15. BREACH

- 15.1. Subject to any other provision in this Agreement providing for the remedy of a breach, DALUX should have the right to, in the event of any other breach caused by the Licensee under this Agreement, without prejudice to its other rights pursuant to applicable law, to 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.
- 15.2. If the Licensee materially breaches any of the Terms herein, DALUX has the right to terminate the Agreement immediately.

16. TRANSFER OF RIGHTS

- 16.1. DALUX is entitled to assign its rights and obligations under this Agreement, including 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.
- 16.2. The Licensee is not allowed to assign any of its rights and obligations under this Agreement, in whole or in part, to any third party without DALUX's prior written approval. Not to be misled by the Licensee's right to add unlimited users to perform work on the buildings in accordance with Term 3.1.

17. APPLICABLE LAW AND JURISDICTION

- 17.1. This Agreement is governed by and should be construed in accordance with English Law. Any disputes that may arise out of this Agreement should be resolved amicably by negotiation between the Parties and if no agreement can be reached the Parties agree to submit to the exclusive jurisdiction of the courts of England.