

TERMS OF USE OF THE THERMAL INSULATION CALCULATION – ARMAWIN SOFTWARE

1. License Agreement

This Armacell End User Licensing Agreement (hereinafter, this "EULA") is a contract between you (the "Licensee") and Armacell GmbH, Robert-Bosch-Str. 10, 48153 Münster ("Armacell"), regarding the use of the Thermal Insulation Calculation – ArmaWin software (hereon, "ArmaWin"), which you have downloaded. ArmaWin is a calculation tool designed to help you choose the right Armacell product for the building projects you are planning. It consists of (i) all software files, executable files, demos, intermediate files, media, printed materials, and online or electronic documentation (the "Software"), as well as (ii) information on Armacell products contained in and generated through the use of ArmaWin ("Product Information").

2. Acceptance of Terms of Use

By using and/or installing the Software, you agree to be bound (either personally or on behalf of your company or other legal entity for which you are acquiring the product) by the terms of this EULA, including, but not limited to, the definition of the (limited) scope of services available through ArmaWin, the limitations on liability, the dispute resolution clause, and the termination provisions. If you do not agree to the terms of this EULA, terminate the installation process and do not use the software.

3. No Direct Product Orders through ArmaWin

3.2 ArmaWin does not display price information or offer the opportunity to order Armacell products. For the purpose of getting further information (such as prices, delivery conditions, etc.) and placing orders, the Licensee has to contact the respective Armacell entity or its distributors.

3.3 This EULA or the selection of Armacell products through ArmaWin does not create any obligations to Armacell, its parents, subsidiaries, or associated companies, nor to the distributors of Armacell products, to present an offer to sell or sell Armacell products to the Licensee.

3.4 This EULA only governs the legal relationship between Armacell and the Licensee in regard to the licensing and use of ArmaWin and has no effect on legal relations between the parties resulting from other contracts.

4. Scope of License

4.1 The title, ownership or any intellectual property rights to ArmaWin belong exclusively to Armacell. You shall not register or attempt to register, whether directly or indirectly any trademarks, trade names, Internet domain names, logotypes or other symbols that are

identical or confusingly similar to those used in connection with ArmaWin.

4.2 Armacell grants to the Licensee, upon acceptance of this EULA, the non-exclusive, non-transferable right to use ArmaWin, including any updates, within the scope defined as follows.

4.3 The Licensee may not:

- (i) publish, modify, translate or incorporate into the Software other products, either in whole or in part, except as expressly permitted under this EULA;
- (ii) decompile, disassemble, reverse-engineer or create, or use detached files or other parts of the Software in connection with third party software unless expressly permissible under the Software specifications;
- (iii) rent, lease, sub-license, sell or assign the right of use of ArmaWin, on a temporary or permanent basis, without the express prior written consent of Armacell.

The Licensee may make copies of the Software to the extent that this is required for the installation, use, loading, running, transfer or storage of the Software, provided the copy remains in its original state and is not used for any purpose other than described in this EULA. This includes making a back-up-copy for the purpose of securing future use of the Software.

4.4 Information contained in the Product Information (such as product descriptions, technical directions and operating, mounting and assembly instructions) or information generated with ArmaWin (such as product item lists, etc.) may not be copied, published or disclosed to third parties, except for the purpose of:

- (i) executing the projects planned with the help of ArmaWin, or
- (ii) inquiring for, ordering and installing Armacell products,

In all other cases, Product Information or information generated with ArmaWin may only be copied, published or disclosed to third parties with the express written consent of Armacell.

4.5 Neither this EULA, nor the selection of Armacell products through ArmaWin, shall result in transfer of ownership rights or in the grant of license to use the intellectual property rights in connection with the Armacell products.

5. Scope of Services

5.1 With the assistance of ArmaWin and the Product Information contained therein, the Licensee can select certain Armacell products, use and apply these Armacell products to a project. Please be aware that additional Armacell products other than those made available for selection in ArmaWin may exist. The Product Information included in ArmaWin only provides general technical data for the application of the Armacell products based on (i) the principles, formulas and security regulations in accordance with Armacell's technical directions and (ii) operating, mounting and assembly instructions, that must be strictly complied with by the Licensee. All statements and technical information are based on results obtained under typical conditions and are

average figures. Technical information may change over time and the Licensee should install all available updates in order to get the up-to-date information.

- 5.2 ArmaWin enables the Licensee to implement a variety of Armacell products into his project. The fact that an Armacell product is included in a product item list generated with the help of ArmaWin does not, however, relieve the Licensee from his responsibility to verify himself or with the help of an expert whether the Armacell product is appropriate, fit or merchantable for the specific use intended by the Licensee. In particular, the Licensee is solely responsible to verify whether the Armacell product is in compliance with all applicable regulations, norms and permits, at the point of time Licensee orders the products.
- 5.3 The Licensee is solely responsible for the correctness, the completeness and the relevance of the data he enters while using ArmaWin. It is the responsibility of the Licensee to verify whether the amounts of Armacell products needed for his project are correctly calculated by ArmaWin. Armacell shall not be liable for any losses, direct or indirect, resulting from the purchase of inadequate amounts of Armacell products, even if said amount has been recommended by ArmaWin.

6. Warranty

- 6.1 In case of a defect of ArmaWin, the Licensee may report any malfunctions to Armacell via the reporting options provided in ArmaWin. Armacell will use its best efforts to cure the malfunction by providing updates.
- 6.2 The Licensee's right to withdraw from this EULA remains unaffected.
- 6.3 ArmaWin is licensed strictly "As Is" without any warranty, express or implied, whatsoever, including but without limitation to warranties of merchantability, fitness for any particular purpose, performance or non-infringement. The Licensee shall assume the entire risk for use of ArmaWin. Armacell reserves the right to modify and/or terminate the provision of ArmaWin without notice at any given time.

7. Limited Liability

Due to the fact that ArmaWin is licensed on an "As Is" basis and without any warranty, to the maximum extent permitted by applicable law, Armacell, its parent companies, subsidiaries, associated companies, employees, agents and/or legal representatives shall not be liable for any damages whatsoever, including without limitation direct, indirect, special, consequential, punitive or incidental damages and loss of revenue, profit or data. These limitations of liability constitute an essential part of these Terms.

8. Term and Termination

- 8.1 This EULA shall be effective from the moment the Licensee accepts these terms until terminated by any of the parties.

8.2 Armacell has the right to terminate this EULA at any given time, without notice, and without need to give a reason. In particular, in case of breach of this EULA by the Licensee, Armacell may terminate this EULA and suspend the Licensee's access to ArmaWin immediately. The Licensee may uninstall ArmaWin at any time, thereby terminating the EULA. In any case of termination of this EULA the Licensee is solely responsible for storing any product lists or Product Information generated with ArmaWin for further use.

9. Governing Law and Jurisdiction

This EULA is governed by the laws of Federal Republic of Germany. Any and all disputes arising out of or in connection with this EULA shall be settled amicably. If an amicable settlement is not reached, the dispute shall be submitted to the competent Court in Münster, Germany.

10. Amendments

Armacell has the right to amend this EULA at any given time without previous notification to the Licensee. Any modifications in this EULA shall be made available to the Licensee.

11. Severability clause

If any provision of this EULA is found to be invalid, unenforceable or illegal, the remaining provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12. Data Privacy Protection

Armacell wishes to constantly improve ArmaWin. For this reason, Armacell collects data concerning the Licensee's use of hardware and software while using ArmaWin. See our Data Privacy Policy for details.