

GENERAL TERMS AND CONDITIONS FOR TRADEMARK LICENSES – 2020-10-27

1 APPLICABILITY

The Licensor operates and provides SundaHus Material Data (Sw. *SundaHus Miljödata*), an Internet-based database system that compiles environmentally assessed construction products (the “**Platform**”). Among the Licensor's customers are, inter alia, private real estate companies, municipal and state real estate companies, counties, consultants, and contractors.

The Licensor is the holder of registered and well-established trademarks with registration numbers 404848 (Sweden) and 015480941 (EU).

These general terms and conditions apply when the Licensor grants license rights to the Trademarks and form an integral part of the Agreement. References to the Agreement also include these general terms and conditions.

2 DEFINITIONS

The defined terms contained in these general terms and conditions shall have the following meanings:

“**Agreement**” means a written agreement entered into between the Licensor and the Licensee on the granting of license rights to the Trademarks, or any other agreement where reference is made to these general terms and conditions;

“**Intellectual Property Rights**” means all intellectual property rights throughout the world, regardless of territory and regardless of whether such intellectual property has arisen through registration, establishment or in any other way, such as (i) company names, patents, utility models, industrial designs, trade names, trademarks, product symbols and copyrights (such as, but not limited to, software, source code, documentation, databases, records, reports, tapes, and any other material that may obtain copyright protection); (ii) ownership of results created intangibly and which are protected by confidentiality, including, but not limited to, know-how and trade secrets; and (iii) all applications, renewals, additions, extensions and reinstatements of such rights referred to in this definition;

“**Licensee**” means the party with whom the Licensor has entered into the Agreement;

“**Licensor**” means SundaHus i Linköping AB (publ), reg. no 556404-1373;

“**Party**” means each of the Licensor and Licensee, and “**Parties**” means the Licensor and Licensee jointly;

“**Permitted Use**” means when using Trademarks 1-3 (Appendix 1); marketing and sales of Products;

“**Product**” means those of Licensee's products that are registered and assessed in the Platform;

“**Territory**” means the European Union; and

“**Trademarks**” means those of the Licensor's trademarks listed in Appendix 1.

3 SCOPE OF THE LICENSE

- 3.1 The Licensor grants through the Agreement to the Licensee a free, non-exclusive, non-transferable, limited license to use the Trademarks within the Territory during the term of the Agreement, for the

Permitted Use and on the terms stated in the Agreement.

- 3.2 The Licensee undertakes to always display each Trademark in its entirety in accordance with the respective Trademark designs in accordance with Appendix 1 to these general terms and conditions.
- 3.3 The Licensee is not entitled to use the Trademarks or any of the Licensor's Intellectual Property Rights in its company name or for any other purpose other than those stated in the Agreement. The Licensee may also not give the impression of being the owner of the Trademarks or any of the Licensor's Intellectual Property Rights.
- 3.4 The Licensee is expressly prohibited from registering any Trademark or any of the Licensor's Intellectual Property Rights, whether as the Licensee's trademark, company name or in any other respect.
- 3.5 The Licensee has no right to grant a license to a third party regarding the Trademarks.
- 3.6 The Licensee shall use the Trademarks in a professional and workmanlike manner, with the utmost care and in accordance with applicable legislation and government regulations.
- 3.7 During the term of the Agreement or thereafter, the Licensee may not use words or marks that are similar to any of the Trademarks and that may mislead or cause a mix-up with the Trademarks or any of the Licensor's Intellectual Property Rights.
- 3.8 The Licensee undertakes to ensure that the Licensee's employees always use the Trademarks in accordance with the Agreement when carrying out their duties.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 All Intellectual Property Rights relating to the Trademarks are the exclusive property of the Licensor. Nothing in the Agreement means or shall be construed as a transfer of ownership of any of the Trademarks or any of the Licensor's Intellectual Property Rights to the Licensee or that the Licensee in any other way obtains ownership of the Licensor's Intellectual Property Rights.
- 4.2 If the Licensee creates a product that includes any of the Licensor's Intellectual Property Rights (the “**Results**”), the Licensee shall, at the Licensor's request, produce all documentation and other necessary material and cooperate in such a way that the Licensor acquires intellectual property protection for such Results free of charge.
- 4.3 If it is not possible to register or transfer copyright protection to the Result in accordance with section 4.2, the Licensee shall grant to the Licensor an eternal, exclusive, free of charge, royalty-free, irrevocable, worldwide, transferable, sublicensable license for unlimited use. This right includes, but is not limited to, the right to produce copies of, and make available, distribute, display and present to the public such Results in all media and regardless of technology.

5 INFRINGEMENTS IN INTELLECTUAL PROPERTY

- 5.1 The Licensee shall without delay inform the Licensor of any infringement or suspected infringement of the Licensor's Intellectual Property Rights and of the

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alleged infringement due to the Permitted Use in the Intellectual Property Rights of any third party.

5.2 The Licensor has no obligation to protect or defend its Intellectual Property Rights. If the Licensor chooses to do so, the Licensee shall assist the Licensor to a reasonable extent.

5.3 If the Licensee chooses to independently take legal action against third parties due to infringement of the Licensor's Intellectual Property Rights, the Licensor must first be informed in writing and then given the opportunity to, if the Licensor so wishes, intervene in the process.

5.4 If an action or a claim from a third party concerning the Trademarks is submitted, the Licensor may, in its own choice, (i) obtain an appropriate license from a third party, or (ii) terminate the Agreement immediately without any liability towards the Licensee.

6 FORCE MAJEURE

6.1 A Party is exempt from liability for a failure to fulfill an obligation under the Agreement if the failure is a result of a circumstance which is beyond the Party's control and which prevents its fulfillment. Unless proven otherwise, the following shall be considered "exempting circumstances": wars, requisitions, seizures, currency restrictions, riots and civil unrest, and labor disputes, including strikes, long-term disruptions in transport, telecommunications, or power supply.

6.2 If a Party wishes to invoke an exempting circumstance, that Party shall immediately notify the other Party in writing of when the incident began and when it ceases. If a Party fails to provide such notice, that Party is not entitled to invoke the circumstance as a ground for exemption.

6.3 The time for fulfillment of the relevant obligation shall be extended with the time that the exempting circumstance lasted. Notwithstanding anything to the contrary in the Agreement, each Party may terminate the Agreement by written notice to the other Party if the fulfillment of the Agreement is postponed by more than three (3) months. A Party shall not be obliged to pay compensation to the other Party upon termination under this section.

7 LIQUIDATED DAMAGES

In the event of the Licensee's breach of contract, the Licensor is entitled to liquidated damages amounting to SEK 50,000 for each individual breach of contract. If the actual damage suffered by the Licensor exceeds the liquidated damages, the Licensor is entitled to additional damages for any excess amount. The Licensor's right to liquidated damages does not affect the Licensor's right to enforce other sanctions under the Agreement or applicable law.

8 TERM AND TERMINATION

8.1 The Agreement is valid until further notice with a mutual period of notice of one (1) month. Termination of the Agreement must be made in writing.

8.2 Each Party has the right to terminate the Agreement with immediate effect if:

- (i) the other Party fails to fulfill its obligations under the Agreement or applicable law; or

- (ii) the other Party suspends its payments, initiates negotiations with its creditors, becomes the subject of an application for bankruptcy, submits an application for corporate reorganization or composition or the like, ceases its activities, enters into liquidation or a trustee is appointed in respect of all or parts of the Party's assets.

8.3 Upon termination of the Agreement, the Licensee undertakes to immediately cease to use the Trademarks in all its forms and therewith confusable product symbols. Notwithstanding the foregoing, the Licensee has the right, during a transitional period of one (1) month, to sell existing stock of Products that have been fitted with a Trademark and to replace signs, logos, etc. in stores and on websites where the Trademarks appear.

8.4 Provisions in the Agreement which by their nature or what has been specifically stated are intended to continue to apply after the termination of the Agreement shall do so, including, but not limited to, sections 3.7, 4, 5, 7 and 10.

9 MISCELLANEOUS TERMS

9.1 A Party is not entitled to transfer (in whole or in part) or pledge its rights and obligations under the Agreement to a third party without the other Party's written consent. Notwithstanding the foregoing, the Licensor has the right to freely transfer or pledge all or part of its rights or obligations under the Agreement to other companies in the Licensor's group.

9.2 Amendments and additions to the Agreement shall be made in writing and signed by authorized signatories of each Party to be valid.

9.3 The Agreement together with its annexes constitutes the Parties' entire agreement as regards the subject matter of the Agreement and replaces any previous written and/or oral guarantees, commitments, engagements, and agreements between the Parties.

10 APPLICABLE LAW AND DISPUTE RESOLUTION

Swedish law shall govern the Agreement. Any dispute, controversy or claim arising out of or in connection to the Agreement shall be settled by a Swedish general court with the District Court of Linköping (Sw. *Linköpings tingsrätt*) as a court of first instance.

GENERAL TERMS AND CONDITIONS FOR TRADEMARK LICENSES – 2020-10-27**FOR [LICENSOR]**

Signature: _____

Name: _____

Position: _____

Date: _____

FOR [LICENSEE]Company
Name: _____

Reg. No: _____

Address: _____

Signature: _____

Name: _____

Position: _____

E-mail: _____

Date: _____

GENERAL TERMS AND CONDITIONS FOR TRADEMARK LICENSES – 2020-10-27**Appendix 1: SundaHus Trademarks****SUNDAHUS TRADEMARK 1 (SWEDISH)**

Produkten bedömd i
SundaHus Miljödata

SUNDAHUS TRADEMARK 2 (ENGLISH)

Product assessed in
SundaHus Material Data

SUNDAHUS TRADEMARK 3 (DANISH)

Produktet vurderet i
SundaHus Material Data