

ROOMSKETCHER GENERAL COMMERCIAL TERMS AND CONDITIONS

1 Key Definitions – Status of Agreement

1.1 In addition to the words and expressions already defined herein, the following words and expressions have the following meanings in this Agreement:

Agreement	The order confirmation, quote or contract accepted by Partner in writing or online referring to this document.
API	The application program interface used to access or create content on the RoomSketcher servers and supporting documentation.
Assignment	One (1) RoomSketcher project limited to one single sale/commercial transaction. Actual products included in an assignment are defined in the commercial terms.
Blueprint	The sketch supplied by Partner, in line with the Common Guidelines, to be converted to Floor Plan. This relates to Ready-Made Floor Plans.
Common Guidelines	Defines in detail, routines, rules and examples for what shall be included in an Assignment for each Customer, including information for administration of Modifications, Remakes and Corrections. This relates to Ready-Made Floor Plans.
Contractor	RoomSketcher or a RoomSketcher sub-contractor.
Correction	Alterations to a Floor Plan due to error by Contractor. This relates to Ready-Made Floor Plans.
Customer	Customer of Partner.
DIY Assignment	Do-it-yourself (DIY) Assignment is where Partner is responsible for drawing the Floor Plans.
DIY Floor Plan	Do-it-yourself (DIY) Floor Plan is where Partner is responsible for the drawing the Floor Plans.
Effective Date	The date and year on which this Agreement is entered into.
End Users	Partner's non-professional users who use the RoomSketcher Services or Partner Services for their own non-commercial use as opposed to distribution or resale.

Exported Content	Downloaded copy of static floor plans, images and videos created directly or in-directly by Partner, Customers or End-Users using the Licensed Product and/or Sublicensed Software under the terms of this Agreement.
Floor Plan	Is a drawing (to scale) of the arrangement of rooms on one floor of a building or apartment represented in RoomSketcher with the ability to output 2d + 3d static images.
Hosted Content	Content residing on RoomSketcher servers created directly or indirectly by Partner, Customers or End-Users using the Licensed Product and/or Sublicensed Software under the terms of this Agreement, including, but not limited to, interactive floor plans, images, videos, text and walkthrough.
Intellectual Property Rights	Any copyrights, adaptation rights, publishing rights, reproduction rights, rights to communicate to the public, public performances, synchronization rights, rights to be named as creator of the work(s), artist names, patents, utility models, circuitry, rights of patent, design patents, designs, trademarks, trade names, service marks, brands slogans, commercial symbols, logos, other designations, inventions, trade secrets, know-how and/or any other industrial and/or intellectual property rights, and applications therefore.
Licensed Product	API, software and documentation developed, marketed and/ or licensed by RoomSketcher to Partner under this Agreement – including Sublicensed Software.
Modification	Alterations to a Floor Plan not due to error by Contractor. Request for a Modification shall follow the Common Guidelines. This relates to Ready-Made Floor Plans.
Partner	Partner is the RoomSketcher counterpart in this agreement. In the case of a signed agreement Partner is specified on the Frame Agreement. For online products such as VIP and Pro subscriptions Partner is the entity purchasing the license, subscription or product.
Partner Services	The web services of Partner that are integrated with RoomSketcher Services.
Ready-Made Assignment	An Assignment where RoomSketcher is responsible for drawing the Floor Plans (See Ready-Made Floor Plan).

Ready-Made Floor Plan	A Floor Plan where RoomSketcher is responsible for the drawing. Partner shall provide clear and measurable blueprints and other accurate work descriptions for the production of Floor Plans.
Remake	Production of new Floor Plan due to new Partner or Customer input. This relates to Ready-Made Floor Plans.
Home Designer	The interactive design and graphical 2D and 3D planner tool by RoomSketcher for real estate, home improvement and home products.
Sublicensed Software	All software developed, marketed and/ or licensed by RoomSketcher to Partner under this Agreement, and which Partner is allowed to sub-license to Customer as allowed under this Agreement.
RoomSketcher Services	All services developed, marketed, provided and/or licensed by RoomSketcher, including but not limited to Licensed Product and RoomSketcher Websites.
RoomSketcher Websites	The websites “roomsketcher.com”, “viseno.com” and/or any other website owned and/or operated by RoomSketcher.
Business Edition	The professional tool where Assignments are administered; created produced and maintained, regardless the current name of the tool.

- 1.2 This Agreement specifies the general framework for the licenses and services licensed and ordered by Partner from RoomSketcher on Effective Date. Partner may at any time during the term of this Agreement request additional licenses and services from RoomSketcher by means of a written document signed by both Parties. If such document specifies that it forms part of this Agreement and has been duly executed in writing by both Parties, it shall be incorporated into and governed by this Agreement.

2 License grants

- 2.1 Subject to the terms and conditions herein, RoomSketcher grants to Partner under its Intellectual Property Rights a non-exclusive, non-transferable, royalty bearing, revocable, time-limited limited license to market and distribute, view, store, publish, display, market, and/or otherwise make use of the Licensed Product.
- 2.2 Subject to the terms and conditions herein, RoomSketcher grants to Partner under its Intellectual Property Rights a non-exclusive, non-transferable, royalty bearing, revocable, time-limited limited license to sub-license Sublicensed Software to Customers to distribute, view, store, publish, display, market, and/or otherwise make use of the Sublicensed Software.
- 2.3 Subject to the terms and conditions herein, RoomSketcher grants to Partner under its Intellectual Property Rights a non-exclusive, non-transferable, royalty bearing, revocable, time-

limited limited license to use the API and other documentation, for the sole purpose of Partners' adaptation and integration of RoomSketcher Services into Partners Website on the domain specified in the Agreement.

- 2.4 Subject to the terms and conditions of this Agreement, RoomSketcher grants to Partner under its Intellectual Property Rights a non-exclusive, non-transferable, royalty bearing, revocable, time-limited license to market and distribute, view, store, publish, display, market, and/or otherwise make use of Hosted Content, and to sub-license these rights to Customers.
- 2.5 Subject to the terms and conditions of this Agreement, RoomSketcher grants to Partner under its Intellectual Property Rights a non-exclusive, non-transferable, royalty bearing, revocable, license to market and distribute, view, store, publish, display, market, and/or otherwise make use of Exported Content, and to sub-license these rights to Customers..
- 2.6 For the avoidance of doubt, Partner will at its own risk and cost provide the development needed for the creation of the Partner Website on the basis of the provided API and Documentation, unless Partner explicitly has ordered development services from RoomSketcher.
- 2.7 Partner shall ensure and procure that RoomSketcher shall be granted a unrestricted and irrevocable licenses to view, copy, reproduce, encode, store, publish, display, adapt, market, and/or otherwise use or reuse (without limitation as to when or to the number of times used) Hosted Content and Exported Content for purposes of facilitating the use of such information marketing purposes or for any other purpose RoomSketcher deems necessary.
- 2.8 There are no implied licenses granted under this Agreement and all rights, save for those expressly granted to Partner hereunder are expressly excluded and shall remain with and belong to RoomSketcher and/or its licensors.
- 2.9 The rights under this license grant and all other license rights provided for in writing under this Agreement may only be exercised if and when Partner is current on all fees due to RoomSketcher under this Agreement.

3 Fees and Payment

- 3.1 All fees under this Agreement are exclusive of customs, taxes, duties or excises in any form, all of which shall be borne by Partner.
- 3.2 Payments by Partner that are more than thirty (30) days overdue will be subject to a late charge equal to one (1) per cent per month or, if less, the maximum amount allowed by applicable law, on the overdue balance.

4 Support and SLA

- 4.1 It is RoomSketcher's objective that the Licensed Product is available to Partner on 24/7/365 basis. RoomSketcher will use reasonable efforts to reach this objective.

- 4.2 From time to time, RoomSketcher will have to close down Licensed Product or the access to Licensed Product due to regular maintenance, improvements or new versions of Licensed Product or hardware or software necessary for Partner to use Licensed Product. RoomSketcher will, if the time and context so permits, inform Partner in advance of such interruptions in the availability of the Licensed Product.
- 4.3 If a not planned shutdown of Partners access to the Licensed Product is necessary or occurs, RoomSketcher shall inform Partner as soon as practical possible. RoomSketcher shall give the same priority to Partner regarding the correction of such error as RoomSketcher gives to other users of the Licensed Product.
- 4.4 RoomSketcher will provide for daily incremental backup of Hosted Content.
- 4.5 RoomSketcher will use commercially reasonable efforts to provide Partner with technical support concerning the use of Licensed Product. For clarity, these services only include regular inquiries regarding the use of the RoomSketcher and its features.
- 4.6 Partner shall support its End Users and Customers regarding all use of the Partner Services, including the distribution and/or the use of the Licensed Product as a part of the Partner Services, and RoomSketcher is under no obligation to provide support directly to End Users or Customers.

5 Intellectual property rights

- 5.1 All intellectual property rights belonging to RoomSketcher as of the date of this Agreement, and all rights, title and interest to existing technology, products and works of RoomSketcher and all accompanying and associated materials as of the date of this Agreement, including, but not limited to such rights to Licensed Product, Hosted Content and Exported Content shall remain exclusively with RoomSketcher.
- 5.2 All right, title and interest to any software, products, technology and/or information developed by RoomSketcher from time to time under this Agreement, shall remain exclusively with RoomSketcher.
- 5.3 All intellectual property rights belonging to Partner as of the date of this Agreement, and all rights, title and interest to existing technology, products and works of Partner and all accompanying and associated materials as of the date of this Agreement shall remain exclusively with Partner.

6 Disclaimer of Warranty and Limitation of Liability

- 6.1 Except as set forth in Section 6.2., the Licensed Product and, any other license or services as licensed or ordered by Partner under this Agreement are delivered on a strictly «as is» basis. To the extent permitted by law, RoomSketcher and its suppliers disclaim all warranties, either expressed or implied, statutory or otherwise, including without limitation warranties of functionality, fitness for a particular purpose or non-infringement.
- 6.2 Both Parties agree that they shall perform their services and obligations under this Agreement in compliance with all applicable laws and regulations.
- 6.3 For the avoidance of doubt, RoomSketcher accepts no liability whatsoever towards (i) Partner, or (ii) Customers and their End Users or (iii) any other third person, as a result of marketing or use of Hosted Content, Exported Content and Licensed Product or the use of RoomSketcher Services. Partner shall indemnify and hold harmless RoomSketcher of any claim and any related costs put forward to RoomSketcher related to Partner's distribution and/or use of the Hosted Content, Exported Content and Licensed Product or the use of RoomSketcher Services..
- 6.4 Neither Party shall be liable to the other party in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect cost damages or expense of any kind, howsoever arising under or in connection with this Agreement, except for injury to persons or attributable to breach of Section 7 (Confidentiality) or to intentional misconduct or gross negligence.
- 6.5 The total and maximum liability of RoomSketcher under any provision of this Agreement or any transaction contemplated by this Agreement shall in no event exceed an amount equal to the total amounts paid by Partner to RoomSketcher under this Agreement. Notwithstanding the above, this limitation of liability shall not apply to damages attributable to breaches of Section 7 (Confidentiality) or to damages attributable to gross negligence or intentional misconduct.

7 Confidential Information

- 7.1 Confidential Information means the specific terms of this Agreement, and any information disclosed by either party to the other party, either directly or indirectly, in writing or in any other manner, relating to each party's business and/or customers. "Confidential Information" shall not include information (i) already in the possession of the receiving party without an obligation of confidentiality; (ii) hereafter rightfully furnished to the receiving party by a third party without a breach of any separate nondisclosure obligation; (iii) publicly available without breach of this Agreement (i.e. information in the public domain).
- 7.2 Neither party shall use, or disclose to any person, either during the term or after the termination of this Agreement, any Confidential Information except for purposes consistent with the administration and performance of a party's rights or obligations hereunder, or as required by law.

8 Term and Termination

- 8.1 This Agreement shall commence on the day last signed (the "Effective date") and continue for successive periods of 12 months ("Term") each unless terminated earlier in accordance with the provisions set forth.
- 8.2 This Agreement may be terminated by either Party if the other Party fails to make any payment hereunder when due and such failure to pay continues unremedied for a period of ten (10) days after being notified of such non-payment.
- 8.3 This Agreement may be terminated by either Party prior to the end of its term if the other Party is in material breach of any term or condition of this Agreement and such breach continues unremedied for a period of thirty (30) days after the Party in breach has been notified of such breach by the other Party.
- 8.4 Either Party may terminate this Agreement without cause by giving the other not less than 3 months' written notice prior to the expiry of the current Term. Agreements for online products such as VIP and Pro subscriptions automatically terminate by the end of the license or subscription period – typically one year – unless renewed by paying for an extension.
- 8.5 This Agreement terminates automatically, with no further act or action of RoomSketcher, if a receiver is appointed for Partner or its property, Partner makes an assignment for the benefit of its creditors, any proceedings are commenced by, for or against Partner under any bankruptcy, insolvency or debtor's relief law, or Partner is liquidated or dissolved.
- 8.6 Upon expiration or termination of this Agreement: (a) Partner shall immediately cease licensing and distribution of the Licensed Product, and all licenses, except licenses to End Users, granted under this Agreement shall expire. The due dates of all outstanding invoices shall automatically be accelerated so they become due and payable on the Effective Date of termination or expiration, even if longer terms have been previously agreed; (b) Partner will return to RoomSketcher or destroy (if so authorised in writing by RoomSketcher) all copies of the Licensed Product and Confidential Information in Partner's possession or control and cause an officer of Partner to certify in writing to RoomSketcher that it has done so; (c) Each Party shall forthwith cease all use of the other party's and its supplier's trademarks and shall not thereafter use any mark which is confusingly similar to any trademark associated with the other party or its suppliers.

9 Miscellaneous

- 9.1 RoomSketcher and Partner are strictly independent companies and shall so represent themselves to all third parties. Neither party has the right to bind the other in any manner whatsoever and nothing in this Agreement shall be interpreted to make either party the agent or legal representative of the other or to make the parties joint ventures.

- 9.2 Neither party may assign this Agreement without the prior written consent of the other party, which consent or refusal shall not be unreasonably withheld. Notwithstanding the foregoing, either party may, upon notice to the other party, assign this Agreement and the licenses granted hereunder, to (i) any affiliate of such party, (ii) any corporation resulting from the consolidation or merger of such party with or into another corporation, or (iii) to any person or entity which acquires a majority of such party's issued and outstanding capital stock or substantially all of such party's assets.
- 9.3 Neither party shall be responsible for failure of performance due to causes beyond its control, including, but not limited to, accidents, acts of God, labour disputes and actions of any government agency.
- 9.4 RoomSketcher's rights to be paid and Partner's obligations to pay RoomSketcher all amounts due hereunder, as well as Sections 3.2, 5, 6, 7, 8 and 9 shall survive termination of this Agreement.
- 9.5 This Agreement shall be governed by and construed in accordance with the laws of Norway (except the conflict of laws). Each party hereby submits to the exclusive jurisdiction of Oslo City Court (Oslo tingrett) in Oslo, Norway.
- 9.6 If any provision of this Agreement is declared invalid by any court or tribunal, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.