Licence Terms for

Professional Building Energy Efficiency Calculation Tool HeatMod

I. General Terms

1. These terms determine the procedure by which the University of Latvia (hereinafter – UL) grants the Customer a simple (non-exclusive) single-user Licence for the use of HeatMod (copyright.eu Certificate No. 7753) (hereinafter – HeatMod) – a professional building energy efficiency calculation tool owned by the UL, which is intended only for the Customer's own use needs (including use abroad).

2. The following terms are used in the document:

    2.1. Customer – a natural or legal person who has applied for and is authorised to use HeatMod in online mode using a device at his disposal;

    2.2. Licence – UL's permission for the Customer to use HeatMod, which determines the rights and obligations for HeatMod use;

    2.3. Administrator – a UL employee to whom the UL has delegated the HeatMod administration functions;

    2.4. Device – a personal computer, tablet, smartphone with any Internet browser installed (e.g. Edge, Internet Explorer, Chrome, Firefox, Opera, Safari) that has been updated to the latest version;

    2.5. Content – confidential data generated and/or processed by the Customer using the HeatMod Licence.

3. The Customer is prohibited to lend, rent or otherwise transfer the Licence to third parties, or to use it in the interests of third parties in a way that replaces the need for such persons to obtain their licences for using HeatMod.

4. The term of use of the Licence is 1 year.

5. The Licence price is EUR 150.00 exclusive of VAT.

6. UL offers a free test version on its website https://www.lu.lv/en/cooperation/partners/valorization/licences/ for assessing the suitability of HeatMod for the needs of the Customer. The trial version does not provide the retention of generated and/or processed Content.

II. Customer registration for the use of Licence

7. Registration for the use of the Licence takes place online on the website https://www.lu.lv/en/cooperation/partners/valorization/licences/, where the Customer fills the registration application, accepts the terms and consents to the processing of their personal data, and creates an access password. After accepting the terms, they become binding upon the Customer.

8. The Administrator does not verify the correctness of the information (including personal data) provided in the application. Upon detection of illegal activities, UL has the right to revoke the Licence (without the Customer receiving financial compensation from the UL for the unused period), as well as to inform the responsible authorities about possible violations of the law.

9. UL sends a request to confirm the application to the Customer's e-mail address specified in the registration application.

10. A prepaid invoice for the Licence fee is sent to the Customer's e-mail address specified in the registration application, no later than in 3 working days after receiving the confirmation. The invoice must be paid by the date specified in the invoice; if payment is not made within the specified time, the invoice is cancelled.

11. No later than in 3 working days after receiving the Licence fee, UL authorises the Customer's access to HeatMod and sends information about the authorisation to the Customer's e-mail address specified in the registration application.

12. The Customer can reset or change his access password by sending a corresponding request to the Administrator on the website https://www.lu.lv/en/cooperation/partners/valorization/licences/ from the Customer's e-mail address specified in the registration application. UL sends the user's new password to the Customer's e-mail address specified in the registration application; if necessary, the Administrator contacts the Customer to receive confirmation of the request.

13. The Customer can use fulll HeatMod functionality according to the HeatMod 7.0 User Guide.

14. No less than 2 weeks prior to the expiration of the Licence, UL sends the Customer a notification about the expiration of the Licence to the Customer's e-mail address specified in the registration application. Renewal of the Licence takes place by responding to the received e-mail with a request to extend the Licence for the next period. The terms of the renewed Licence and the actual Licence fee must be specified on the website https://www.lu.lv/en/cooperation/partners/valorization/licences/.

III. Use of Licence

15. The Customer connects to HeatMod online, via the website https://www.lu.lv/en/cooperation/partners/valorization/licences/ using his Device.

16. When starting to work with HeatMod, the Customer is obliged to familiarise themselves with the use of HeatMod in the HeatMod user manual "HeatMod 7.0 User Guide" to the extent that he considers necessary and sufficient for his needs and for the safety of others.

17. The Customer uses his access password to access HeatMod; access is possible using one Device at a time. For access control UL uses technical means that require authorisation and prevent the use of HeatMod unless authorisation is performed. The Customer is prohibited from taking any actions to bypass HeatMod's technical protection measures.

18. The Customer undertakes to keep his HeatMod access data confidential and not to disclose them to other persons. The Customer must immediately inform the Administrator by sending information on the website

, if the Customer's account has been accessed without the Customer's permission, or if the Customer suspects that this may have happened.

19. The Customer is forbidden to use HeatMod in any way that is not provided in these terms. It is also prohibited to include (to embed) HeatMod in wider systems.

20. The Customer can cancel the Licence before the end of the Licence term, without receiving financial compensation from the UL for the unused period.

21. During the Licence term, the Customer has the right to use all updated or modified by the UL versions of the HeatMod, which improve and/or supplement the existing version of HeatMod. In new versions, UL provides the opportunity to use Content previously generated by the Customer. The use of later versions is included in the Licence fee.

22. The Customer can receive technical support by submitting an application to the Administrator by an e-mail throughout the website https://www.lu.lv/en/cooperation/partners/valorization/licences/.

IV. Intellectual property rights

23. HeatMod is protected by a secure electronic time stamp (*copyright.eu* Certificate No. 7753) as know-how. UL reserves all proprietary, intellectual property and other rights it has in the HeatMod.

24. The Licence gives the Customer the non-exclusive right to use HeatMod as described. The Licence does not give the Customer intellectual property ownership rights to HeatMod as a whole or to any part of it.

25. Based on the Licence, UL does not have any rights to the Content processed and/or generated by the Customer with HeatMod.

26. HeatMod is protected by copyright laws and applicable international treaties. Any violation of the UL's rights is considered a substantial breach of the Licence, and UL has the right to revoke the Licence and use all available legal remedies at its discretion.

27. The Customer grants UL the right to refer to the Customer (including its logo and/or other distinguishing marks) as a HeatMod user in its advertising materials, including those posted on the UL website.

28. The Customer may revoke the rights granted under clause 27 by submitting a written notice to the UL at least 30 days prior to such revocation.

V. Rights, responsibility and dispute resolution procedure

29. HeatMod is created in accordance with Cabinet of Ministers regulation No. 222 of 2021 "Methods for calculating the energy efficiency of buildings and regulations on the energy certification of buildings" and related 52000 series LVS EN ISO standards. Heat balance calculations for heating and cooling are performed using the monthly method and ensure the generation of a building's energy efficiency certificate.

30. HeatMod is a software licensed in its current form without warranty of any kind. Upon purchasing the Licence, the Customer is aware that the software may contain

defects that become apparent immediately or at a later date and that may cause HeatMod to function incorrectly in certain modes.

31. The Customer is obliged to ensure that HeatMod is used for the Customer's needs or in the Customer's interests in accordance with these terms.

32. HeatMod processes only the personal data that the Customer has entered in the registration application: name, surname, personal identification number, bank account, e-mail, telephone number. The registration application is available only to the Administrator. The registered personal data of the Customer are protected in accordance with the laws of the Republic of Latvia – the Administrator is responsible for this. At the end of the Licence term, the Customer's registration and personal data are deleted at the same time as access is terminated.

33. All Content generated and/or processed by the Customer using the Licence shall be considered a trade secret and confidential information. Upon expiration of the Licence, all Content is deleted simultaneously with the termination of access.

34. UL undertakes not to disclose the data and information specified in clauses 32 and 33 to any third parties. The above does not apply to the disclosure of necessary information to official state institutions in order for them to implement the functions and tasks defined for them under regulatory enactments.

35. When using HeatMod, the Customer undertakes not to take any actions that may lead to the violation of the law or to the infringement of the rights or legal interests of any person. The Customer reiomburses UL for all expenses and losses that UL may incur in cases where the Customer uses HeatMod in a way that violates the law or infringes the rights or legal interests of any person.

36. It is the Customer's responsibility to ensure the legality of activities for the generation and/or processing of Content with HeatMod. The Customer's relations with third parties who have rights to the Content or who use it are governed by regulatory enactments and transactions between the Customer and third parties, if applicable. If third parties who have any rights to the Content do raise claims against UL in connection with the generation and/or processing of the Content, the Customer is obliged to reimburse UL for any and all expenses related to such claims.

37. The actions of the Customer under clauses 35 and 36 are also considered to include actions performed using the Customer's means of authorisation (password) by other persons that perform the Customer's assignments, act on behalf of the Customer or in the interest of the Customer, or act in accordance with the Customer's authorisation.

38. UL is not responsible for any direct or indirect losses, additional costs or lost profits sustained by the Customer, for any total or partial loss or damage to the Content generated, processed or stored during the use of HeatMod, for any claims of third parties that may arise in connection with the use of HeatMod due to any act, negligence, or omission, including defects in HeatMod.

39. UL is not responsible for any delay or inability to perform activities in accordance with these terms due to force majeure. Force majeure includes, but is not limited to, war and mobilisation, natural disasters, strikes, fires, power outages and other unforeseen circumstances beyond UL's control.

40. In case of any claims or disputes between the UL and the Customer, before initiating legal proceedings, a written notice shall be sent to the other party detailing

the nature of the dispute and the claims raised; the other party shall respond to these claims and/or resolve them within 30 days after the claim is issued.

41. If the UL and the Customer are unable to resolve any arising disagreements or disputes in accordance with the procedures specified in Clause 40 of these Regulations, they shall be resolved in accordance with the applicable legislation of the Republic of Latvia.

42. UL has the right to update these terms by publishing the updated version hereof on the website https://www.lu.lv/en/cooperation/partners/valorization/licences/ at least 30 days in advance. The Customer is obliged to comply with the actual version of the terms.

43. UL has the right to transfer the rights and obligations arising from the Licence to another party who takes the place of the UL in relations arising from the Licence. UL shall notify the Customer of such transfer at least 14 days in advance. These terms will apply to the relationship between the Customer and the transferee specified by the UL from the date specified in the UL's notification.

44. If the Customer does not wish to use HeatMod following transfer of the UL's rights and obligations to another party, the Customer may cancel the Licence before the end of the Licence term, receiving financial compensation from the UL for the unused period.

45. UL has the right to revoke the Licence without coordination with the Customer if the Customer violates these terms and fails to remedy the violation and its consequences within the period specified by the UL in the manner specified by the UL. The Licence becomes invalid at the moment when UL notifies the Customer about the revocation of the Licence. In this case, the Customer does not receive any financial compensation from the UL for the unused time period. All Content processed by the Customer, as well as the Customer's registration and personal data, are deleted at the same time as the access is revoked.