

HOWDEN TERMS OF USE AGREEMENT

1. Introduction and Acceptance

Please read this Howden Terms of Use Agreement (this "Agreement") carefully as it constitutes a legally binding agreement between you ("You" or "Your") and Howden Group Limited, a company incorporated in England and Wales (registration No 472621) and having its registered office at 1 Chamberlain Square Cs, Birmingham, United Kingdom, B3 3AX, and having its principal place of business at Old Govan Road, Renfrew, Scotland, PA4 8XJ, UK ("Howden" or "We" or "Us" or "Our"), (each a "Party" and collectively the "Parties").

Our website is operated and controlled from the United Kingdom and these terms and conditions and your use of this website are governed by and construed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts. This Agreement applies to Your use of and access to (a) howden.chorus.thirdlight.com/and all corresponding domains, subdomains, web pages and websites associated therewith (the "Website") to which these terms are applied.

Subject to the limited license granted herein, we make available through the Website a library of Howden digital media marketing materials for Howden products ("Howden Marketing Content"). The Howden Marketing Content may include, but is not limited to, for example, photography, videos, graphics designs, presentations, spreadsheets, graphic designs (such as brand images, logos, business cards, ID cards, letterheads, 3D illustrations, wallpapers, motion graphics, posters, product diagrams, flyers/ postcards, icons, infographics, event puffs, social media posts, web banners, email banners, event banners, adverts, leaflets & pull ups), other documents (such as templates, permission forms, video process documents, Howden World articles, brochures, case studies, product profile sheets & technical bulletins) and other content. The Website and the Howden Marketing Content made available through the Website are collectively referred to as the "Services." The Services are available subject to Howden's sole discretion and certain Services may be limited based on region.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR BY PROGRESSING BEYOND THIS SCREEN AND ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOU MUST LEAVE THE WEBSITE IMMEDIATELY AND YOU MAY NOT MAKE USE OF ANY OF THE HOWDEN MARKETING CONTENT OR SERVICES.

WE RESERVE THE DISCRETION TO AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME, IN EACH CASE WITH EFFECT FROM THE DATE ON WHICH THE AMENDMENT IS POSTED ON THE WEBSITE. YOU SHOULD CHECK THE WEBSITE FROM TIME TO TIME TO REVIEW THE THEN-CURRENT TERMS OF USE. IF YOU CONTINUE TO USE THE WEBSITE YOU WILL BE DEEMED TO HAVE ACCEPTED THE CHANGES TO THE TERMS OF USE.

Privacy

For information regarding the collection, use, sharing and transfer of Your information, please refer to Our Privacy Policy, which is incorporated herein by reference. Any capitalized terms used, but not defined herein, shall have their respective meanings in the Privacy Policy.

2. Eligibility and Use

Use of the Services is limited to users who are eighteen (18) years of age or older or the age of majority in their relevant jurisdiction, if different. The Website and the Howden Marketing Content are intended for authorized users only.

3. User Account; User Approval

In order to access and use the Services, We may require that You register for an account ("User Account"). You may register for a User Account by creating a username and password combination ("User Credentials"), and providing certain personal information. You are solely responsible for providing and maintaining the accuracy and content of Your information. You are also responsible for maintaining the strict confidentiality of Your User Credentials and You are responsible for any access to or use of the Services by You or any person or entity using Your User Credentials. You agree to immediately notify Howden of any unauthorized use of Your User Credentials or User Account or any other breach of security. It is Your sole responsibility to: (a) control the dissemination and use of Your User Credentials and User Account; and (b) control access to Your User Credentials and User Account. We reserve the right to deny access, use and registration privileges to any user of the Services if We believe You have provided inaccurate information or if there is a question about the identity of the person trying to access the Services. Howden shall not be responsible or liable for any loss or damage arising from Your failure to comply with this Section 3.

4. Intellectual Property Rights

- (a) Ownership of the Services. Unless otherwise indicated, Howden (or its licensors) owns the Services, including all of the Howden Marketing Content displayed on or otherwise made available or accessible through the Services, including all intellectual property and intellectual property rights therein ("Howden IP"). All elements of the Website, including the Howden Marketing Content, are protected by copyright, trade dress, moral rights, trademark and other laws relating to the protection of intellectual property.
- (b) Limited License to Use Howden Marketing Content. You may use and download Howden Marketing Content solely in accordance with and subject to the terms of the limited license granted herein and solely for the Purpose (defined below). You do not acquire any ownership of any Howden Marketing Content or Howden IP. Subject to the terms of this Agreement, Howden grants You a limited, nonexclusive, personal, non-transferable and non-sublicensable license to use the Howden Marketing Content solely for the purpose of marketing, sales, promotion and other activities for which You are authorized in writing by Howden to engage with respect to Howden or Howden products in the course of Your employment (the "Purpose"). You may make derivative works of the Howden Marketing Content solely for the Purpose. You assign to Howden, and shall assign, all intellectual property rights in any derivative work you may create, by way of future assignment of such rights. You shall execute this assignment or confirmatory assignment as Howden may require. You must maintain any copyright, trademark or other notices that appear in the Howden Marketing Content. Any derivative works must not alter or harm the brand image of Howden in Howden's sole discretion. Howden may revoke this license at any time for any or no reason at its sole discretion. All rights not expressly granted in this Agreement are reserved by Howden and its licensors.
- (c) Restrictions and Prohibitions. You are specifically prohibited from and represent and warrant that you shall not engage in: (a) downloading, copying, or re-transmitting any or all of the Website or the Howden Marketing Content without, or in violation of, a written license or agreement from Howden; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating or otherwise displaying the Website or the Howden Marketing Content by using framing or similar navigational technology; (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe for a Howden account if you are not expressly authorized by Howden to do so; (e) reverse engineering, altering or modifying any part of the Website and/or Howden Marketing Content; (f) circumventing, disabling or otherwise interfering with security-related features of the Website or any system resources, services or networks connected to or accessible through the Website; (g) selling, licensing, leasing, or in any way commercializing the Website or the Howden Marketing Content without specific written authorization from Howden; and (h) using the Website or the Howden Marketing Content other than for the Purpose. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable

communications regulations and statutes. You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from the United States or the country in which you reside.

- (d) **User Postings.** The Services may provide You with an opportunity to submit, post, email or otherwise make available comments, reviews and feedback via the Services (collectively, "User Postings"). We do not acquire any ownership rights in the User Postings, but do obtain a license from You as detailed herein. You also represent that You own the User Postings posted by You or You otherwise have the right to grant the rights, licenses and privileges described in this Agreement. You hereby grant to Us a nonexclusive, royalty free, irrevocable, perpetual license to use Your User Postings throughout the world for any purpose, in any form or format, on or through any media now known or hereafter developed, including the right to modify, edit, create derivative works and translate such User Postings. All User Postings are and will be considered non-confidential and non-proprietary. User Postings do not reflect the views of Howden, and You understand that by using the Services, You may be exposed to other people's User Postings that could be offensive, indecent or objectionable and, as such, Howden does not guarantee the accuracy, integrity, quality or content of any User Postings. We have the right, but not the obligation, to review any User Posting and to delete, remove, move, edit or reject, without notice to You, for any reason or for no reason. Under no circumstances shall Howden be liable in any way for User Postings, including, without limitation, errors or omissions in any User Postings, or any loss or damage of any kind incurred as a result of any User Postings made available. Howden assumes no responsibility for monitoring the Services for inappropriate, false, incorrect, misleading, deceptive or unlawful content, information, materials or conduct posted by or on behalf of a third party.
- (e) **Data.** As between You and Howden, Howden owns any and all data, statistics, content, and information, and any derivatives or aggregations thereof, in any form or medium, that is collected, downloaded, uploaded or otherwise received, directly or indirectly, from You or by or through the Services, including any data, content, and information derived, processed or generated by the Services ("Data"). No rights or licenses are granted to You to use the Data under this Agreement, except as expressly set forth herein, and Howden reserves all rights, title, and interest therein.
- (f) **Trademarks.** The trademarks, logos, service marks, and trade names (collectively the "Trademarks") displayed on the Services are registered and/or unregistered Trademarks of Howden and may not be used for any purpose without Our prior written consent, including in any manner that is likely to cause customer confusion, or that disparages or discredits Howden. You do not receive, by implication or otherwise, any license or right to use any Trademark or Howden IP displayed on the Services except as expressly permitted with Our prior written permission, which may be withheld in Our sole discretion. The Trademarks shall be used and displayed in accordance with Our Logo Usage Guidelines (<https://howden.chorus.thirdlight.com/link/vi0jykJba3cb-9wa0d4/@/>) which can be accessed by following the corresponding link.

5. Third Party Services and Third Party Materials

The appearance, availability, or Your use of any third party Website (whether in the form of a hyperlink or redirect), services platforms, data, virtual goods, or materials ("Third Party Services") referenced or included anywhere in connection with the Services does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of Howden. Your use of the Third Party Services is governed by the terms and conditions between You and the Third Party Service. However, We reserve the right to restrict Your access to or the availability of any Third Party Services that You access via the Services. If any Third Party Services You interact with obtains or collects personal information from You, in no event shall We assume or have any responsibility or liability. Accordingly, We encourage You to be aware when You leave the Services and/or use Third Party Services and to read the applicable terms and conditions and privacy policy of each Third Party Service You use.

6. Data and Wireless Access Charges

Certain Services may require data access, and the provider of data access (e.g., network operator, wireless carrier, etc.) for Your device may charge You data access fees in connection with Your use of such including, without limitation, wireless carrier messaging and other communication, messaging and data fees and charges. We will not be responsible for any such data access fees and charges in connection with Your use of any Services. Further, the use or availability of certain Services may be prohibited or restricted by Your wireless carrier and/or data access provider, and not all Services may work with all wireless carriers, networks, platforms, services or devices.

7. Assignment

This Agreement, and any rights, licenses and privileges granted herein, may not be transferred or assigned by You, but may be assigned or transferred by Howden without restriction, notice or other obligation to You.

8. Term and Termination

(a) Term. This Agreement shall commence on the date You begin using the Services and shall continue until terminated under the terms of this Agreement.

(b) Termination by Either Party. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) makes a general assignment for the benefit of creditors; (ii) becomes the subject of an involuntary petition in bankruptcy that is not dismissed within 45 days; (iii) files any voluntary petition in bankruptcy; or (iv) has a receiver, trustee, or custodian or similar agent appointed for its business.

(c) Termination by Howden. Howden may terminate this Agreement with You upon written notice to You at any time. Subject to the terms and conditions of this Agreement, upon termination, Howden may disable Your access to Your Account.

(d) Termination by You. You may terminate this Agreement at any time by giving written notice to Howden.

(e) Effects of Termination – Upon termination of Your Account for any reason, the licenses granted to You herein shall terminate immediately and You shall no longer be permitted to use the Services or the Howden Marketing Content.

9. Indemnity

You agree to indemnify, defend and hold Howden and its affiliates, and their respective successors and assigns, present and former directors, officers, employees, representatives, agents, partners, suppliers and service providers harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with (a) Your use of the Services; (b) Your breach or violation of this Agreement; or (c) Your User Postings.

In all cases, Howden reserves the right (but not the obligation) to assume the exclusive defense and control of any matter subject to indemnification by You and all negotiations for its settlement or compromise, and You agree to fully cooperate with Us upon Our request.

10. Modifications

We may modify this Agreement from time to time, and at any time, without notice to You, for any reason, in Our sole discretion. We may post or display notices of material changes on Our Website and/or notify You via other electronic means. The form of such notice is at Our discretion. Once We post or make them available on Our Website, these changes become effective immediately and if You use the Services after they become effective it will signify Your agreement to be bound by the changes. We recommend that You

check back frequently and review this Agreement regularly so You are aware of the most current rights and obligations that apply to You.

11. Data Protection

(a) **Data Safeguards.** Howden will maintain commercially appropriate administrative, physical and technical safeguards to protect collected Data, including personal information and communications, according to its stated Privacy Policy and in accordance with data protection laws.

(b) **European Union Data Protection.** If You are located in the European Union ("EU") or the European Economic Area ("EEA"), transfer of personal customer data outside of the EU or EEA is regulated by certain EU data protection laws. The EU Model Clauses are standardized contractual clauses used to ensure that personal data leaving the EEA will be transferred in compliance with these laws. Please be advised that Data, including personal customer data, may be transferred to, processed, maintained or stored on servers or databases by Howden or third party service providers outside of the EU or EEA.

12. Disclaimer and Limitations of Liability

(a) DISCLAIMERS. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT WITH THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, PROVIDER CONTENT AND THIRD PARTY MATERIALS AND THIRD PARTIES UTILIZED BY YOU AND HOWDEN IS NOT RESPONSIBLE FOR ANY LIMITATIONS, DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT FOR ANY WARRANTIES BY HOWDEN EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES, HOWDEN MARKETING CONTENT AND HOWDEN IP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR STATEMENTS OF ANY KIND, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER HOWDEN NOR ANY PERSON ASSOCIATED WITH HOWDEN MAKES ANY STATEMENT, WARRANTY, OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES.

(b) LIMITATION OF LIABILITY. IN NO EVENT SHALL HOWDEN, OR ANY OF ITS SERVICE PROVIDERS, OR SUPPLIERS, OR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY DAMAGES WHATSOEVER, INCLUDING: (I) LOSS OF PRODUCTION, USE, BUSINESS, INCOME, REVENUE, PROFIT, OR DIMINUTION IN VALUE; (II) IMPAIRMENT, INABILITY TO USE, LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (III) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (IV) ANY LOSS, DAMAGE OR IMPAIRMENT DUE TO ANY CLAIMS OR ACTIONS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF YOUR USE OR ACCESS TO THE SERVICES; OR (V) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES (INCLUDING SUCH LOSSES IDENTIFIED IN (I) – (IV) OF THIS PROVISION TO THE EXTENT THOSE LOSSES OR PORTIONS THEREOF ARE NOT DIRECT LOSSES), REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13. Miscellaneous

(a) **Relationship of the Parties.** This License Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

- (b) Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (c) Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement shall not be affected and will continue in full force and effect.
- (d) Entire Agreement. Unless otherwise expressly agreed in writing between the Parties, this Agreement, including its exhibits and other agreements incorporated by reference herein, contains the entire understanding and agreement between You and Howden concerning the Services and supersedes any and all prior or inconsistent understandings relating to the Services and Your use thereof. This Agreement cannot be changed orally.
- (e) Survival; Claims; Waiver. Any provision which must survive in order to allow Us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or Your use of the Services, regardless of form or the basis of the claim, may be brought by You more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). The failure of Howden to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.