GIRA

LICENSING AGREEMENT

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I.   **Licensing Agreement for the Use of the GIRA IP Device Software**

The contractual terms agreed between Gira Giersiepen GmbH & Co KG, Dahlienstrasse 12, 42477 Radevormwald, Germany (the "**Licensor**") and you (the "**Licensee**") as user of the GIRA IP device software for the use of the contractual software are set out below.

By accepting this Agreement and installing the GIRA IP device software, you agree to the provisions of this Agreement.

1. Definitions

Gira Project Assistant: The Gira Project Assistant, or GPA for short, is configuration software that is used to start up and manage GIRA devices and systems and that enables other functionalities (e.g. QR code scan and remote maintenance).

GIRA IP device software: GIRA IP device software refers to all software, including operating data, which is provided for GIRA IP devices. This includes the firmware of GIRA IP devices, the software for other functionalities of GIRA IP devices and the start-up software.

GIRA IP devices: The term "GIRA IP devices" refers to the products Gira KNX IP router, Gira L1, Gira X1, Gira S1, Gira F1, Gira One Server, Gira G1, IP video home station, System 106 IP intercom module, IP switching actuator and Gira DCS IP data interface, each of which consists of a hardware device and the corresponding firmware.

Firmware: Software that is integrated into the GIRA IP device and enables operation.

Start-up software: Start-up software refers to the "Gira Project Assistant" application program, and the associated services and applications, which are provided for the project planning and configuration of GIRA IP devices. This program is run on a personal computer to prepare for the use of GIRA IP devices.

Remote access: Remote access enables a secure connection between the start-up software or a mobile end device and the GIRA device. An Internet connection is required for remote access.

2. Licensed Product

The subject of this Agreement is the GIRA IP device software provided on a data carrier, on the GIRA IP device or via download, the associated services and applications, and the corresponding documentation in written or electronic form.

Important notes on Third Party IP:

The GIRA IP device software also contains third-party software components (TPIP). An overview of the TPIP in question is listed in Part II.

The Licensee is entitled to use the TPIP in accordance with the relevant licensing conditions of the respective TPIP. The licensing conditions of the respective TPIP take precedence over these Licensing Conditions with regard to the use of the TPIP.

If the licensing conditions of TPIP require the provision of TPIP source code, the Licensor shall submit to the Licensee and to any third party, upon request and within 36 months of the conclusion of the Agreement, an offer to deliver the corresponding TPIP source code on payment of the shipping costs after invoicing by the Licensor.

3. Rights to use the Licensed Product

(1)   The Licensor shall grant the Licensee the simple, non-exclusive, non-transferable and non-sublicensable right to use the start-up software in accordance with this Agreement on a single personal computer and the IP device software for the relevant GIRA IP device for the purposes and areas of application specified in the currently valid version of the documentation (provided in printed form or as online help or online documentation), for the term of this Agreement; use that does not correspond to the purposes and areas of application specified therein or in connection with devices and software other than those described in these Licensing Conditions and the documentation is prohibited.

(2)   The Licensee undertakes to ensure that anyone using the Licensed Product does so only under this Licensing Agreement and complies with its provisions.

(3)   The Licensee shall not be entitled to use, copy, process or transfer the Licensed Product, in whole or in part, in any way other than as described in this Agreement. As an exception to this, the Licensee may make one (1)   copy   exclusively   for   archiving   and   backup   purposes.

(4)   The Licensee shall not be entitled to apply reverse engineering techniques to the Licensed Product or to convert it into another form, unless such use is exceptionally permitted under the limitations of copyright law; such techniques include, in particular, disassembly (conversion of binary-coded machine commands of an executable program into an assembly language that can be read by humans) or decompilation (conversion of binary-coded machine commands or assembly commands into source code in the form of high-level language commands).

(5)   The IP device firmware and the software for other functionalities may only be installed and used on the hardware approved by the Licensor (GIRA IP devices). The functionalities and APIs provided by the start-up software may only be used in conjunction with the Gira Project Assistant.

(6)   The Licensed Product may not be transferred or made accessible to third parties. In principle, the Licensee shall not be authorised to transfer the Licensed Product free of charge or for a fee without the prior consent of the Licensor. The Licensee shall **not** be entitled to rent or lease the GIRA IP device software, to grant further rights of use to the software it is entitled to use under this Agreement, or to grant sublicences to that software.

(7)   The Licensee may only transfer the GIRA IP device software and all licence keys required to use the software to third parties, with the exception of correspondingly marked software, if and insofar as (i) the Licensee has removed the GIRA IP device software and any backup copies, as well as the licence keys required to use the GIRA IP device software, from its system by deleting or uninstalling it and (ii) the third party undertakes to comply with these Licensing Conditions vis-à-vis GIRA before such use or transfer. The Licensee shall expressly inform the third party of these usage conditions before transferring the GIRA IP device software. In the event of transfer to a third party, the Licensee's right to personal use shall lapse.

(8)   The Licensee requires the Licensor's written approval to create and distribute software derived from the GIRA IP device software.

(9)   The licence management and copy protection mechanisms of the GIRA IP device software must not be analysed, published, circumvented or disabled.

(10)   The Licensee may only use the Licensed Product for the purposes agreed between the Parties. In particular, the Licensee may not use the Licensed Product for the following purposes, unless GIRA has expressly consented to this in writing:

a) in connection with or to operate critical infrastructure such as power plants, military or defence systems, or devices whose failure or impairment would result in unforeseeable economic or physical damage, including, but not limited to, critical infrastructure within the meaning of Directive (EU) 2022/2557;

b) for any illegal activity or activity that violates the rights of third parties or breaches other applicable laws or regulations.

(11)   All rights that are not expressly granted to the Licensee under this Agreement shall remain expressly with the Licensor.

4. Amendments

(1)   The Licensor reserves the right to extend, improve or otherwise modify the Licensed Product, including its documentation, at any time and without notice, or to arrange for third parties to carry out the above-mentioned activities. This Licensing Agreement shall continue to apply accordingly to the further developed software.

(2)   In the course of the continual development of our products and services, we occasionally incorporate additional functions and features. As a result of this, or any technical or legal amendments, it may be necessary to adapt these Licensing Conditions to reflect these amendments.

(3)   The Licensor shall therefore be entitled to amend and adjust these Licensing Conditions with effect for the future at any time, subject to a reasonable notice period of at least 8 weeks. Such amendments shall be notified in writing, with reference being made to the amended Licensing Conditions, the existing right of objection, the deadline and the consequences of a failure to object, as well as the time at which the amendment will take effect.

(4)   If the user does not object within 8 weeks of receiving the notification, the amended Licensing Conditions shall be deemed to have been accepted. In the notification of the amendment, the significance of the deadline shall be pointed out separately.

(5)   Should the user object to the amended Licensing Conditions in a timely manner, GIRA shall be entitled, while safeguarding the legitimate interests of the user, to terminate the existing agreement with the user at the time at which the amendments become effective.

5. Warranty

(1)   The currently valid version of the GIRA IP device software and the documentation (provided in printed form or as online help or online documentation) will be made available to the Licensee. The Licensor warrants that

- the Licensed Product works in accordance with the attached documentation in its currently valid version;

- the Licensed Product can run on the hardware specified by the Licensor.

The uninterrupted availability of functionalities of the Licensed Product, in particular those that require an Internet connection, is not covered by the warranty.

(2)   The warranty period for the GIRA IP device software is 24 months. The warranty obligation shall be discharged solely through the delivery of a replacement. No further warranty is given. The legal right of rescission remains unaffected. The limitation of warranty rights shall not apply if the Licensee is a consumer within the meaning of Section 13 of the German Civil Code (BGB).

(3)   The Licensor does not assume any warranty of its own for the TPIP contained in the GIRA IP device software, as listed in Part II. This does not affect the warranty for the GIRA IP device software as a whole or the functioning of third-party software within the GIRA IP device software.

(4)   The warranty does not extend to malfunctions that are attributable to improper use or other causes outside of the Licensor's control.

6. Liability

(1)   The Licensor's liability, regardless of the legal grounds, is excluded for slight negligence. This exclusion of liability does not apply to claims for damages that are based on a breach of essential contractual obligations by the infringing party; essential contractual obligations are those obligations that enable the proper fulfilment of the Agreement in the first place and on the fulfilment of which the contractual partner may regularly rely. Furthermore, the exclusion of liability does not apply to losses or damage due to personal injury, loss of life or damage to health, nor does it apply to guarantees assumed by the Licensor (liability under a guarantee). Nor does the exclusion of liability affect claims by the Licensee that are based on the statutory provisions on product liability.

(2)   In cases of slightly negligent breach of essential contractual obligations and in cases of gross negligence by ordinary vicarious agents, the claim for damages is limited to the compensation for the typical damage that is foreseeable at the time of conclusion of the Agreement and the amount is limited to the product purchase price.

(3)   Insofar as the Licensor's liability is excluded or limited, this shall also apply to the personal liability of the Licensor's employees, workers, personnel, representatives and vicarious agents.

7. Data protection

GIRA's privacy policy applies to the collection and processing of personal data:

https://partner.gira.com/en/datenschutz/gira-ip-geraete.html

8. Applicable law and place of jurisdiction

(1)   This Agreement shall be governed by German law, to the express exclusion of the conflict of laws provisions. The application of the Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods – both dated 17 July 1973 – and the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 is excluded. If the Licensee is a consumer within the meaning of Section 13 BGB, mandatory statutory consumer protection provisions under the law of the state in which the consumer has their habitual residence shall remain unaffected.

(2)   The place of jurisdiction for all claims arising from and in connection with this Agreement shall be the court having local jurisdiction for the Licensor's registered office. This does not apply if the Licensee is not a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction within the Federal Republic of Germany. In addition, each party shall be entitled to bring an action against the other at the latter's place of residence or business. The right of the Parties to bring proceedings before the competent courts in urgent cases remains unaffected.

9. Termination

(1)   This Agreement and the rights granted therein shall end if the Licensee fails to comply with one or more provisions of this Agreement or the Agreement is terminated.

(2)   The Agreement may be terminated by the Parties by providing three (3) months' written notice effective from the end of a month. The right to extraordinary termination for good cause shall remain unaffected.

(3)   Upon termination of the Agreement, the licence to use the Licensed Product shall expire. In this case, the GIRA IP devices must be taken out of operation. Continued use of the GIRA IP devices without a licence is excluded. The start-up software must be uninstalled and all copies must be destroyed or returned to the Licensor.

10. Final provisions

(1)   Should individual provisions within this Agreement be invalid or should the Agreement contain a loophole, this shall not affect the validity of the remaining provisions. The Parties shall endeavour to replace the invalid provision with a provision that best meets the objectives of the Agreement in legal and economic terms, or shall close the loophole by means of an appropriate provision.

(2)   There are no verbal subsidiary agreements to this Agreement.

(3)   For questions of interpretation, the German wording shall apply. Foreign-language versions of these Licensing Conditions are for information purposes only.

11. No participation in consumer arbitration in accordance with the German Consumer Dispute Resolution Act (VSBG)

The Licensor shall not participate in any consumer arbitration before a consumer arbitration board pursuant to the German Consumer Dispute Resolution Act (VSBG).

- End of Part I –

II. **Licensing Conditions and Notes with regard to Open Source Software contained in the GIRA IP Device Software**