

1. Gira Eco Licensing Agreement

The terms and conditions for use of the software by you as the "Licensee" are set out below.

By accepting this Agreement and installing the Gira Eco software or putting the Gira Eco into operation, you are entering into an agreement with Gira Giersiepen GmbH & Co. KG and agree to be bound by the provisions of that agreement.

1.1. Definitions

Licensor: Gira Giersiepen GmbH & Co. KG, Radevormwald, Germany

Licensee: The intended recipient of the Gira Eco software.

Firmware: Software that is integrated into the Gira Eco hardware and is used to operate Gira Eco.

Gira Eco: The Gira Eco software refers to all the software, including the operating data, which is provided for the Gira Eco product. In particular, this includes the firmware and the product database.

1.2. Subject of the Agreement

The subject of this Agreement is the Gira Eco software provided on data carriers or via download as well as the associated documentation in written or electronic form.

1.3. Rights to use the software

The Licensor grants the Licensee the non-exclusive, perpetual, non-transferable and non-sublicensable right to use the Gira Eco software in accordance with the following terms and conditions, for the purposes and areas of application specified in the valid version of the documentation (which is made available in printed form or else as online help or online documentation).

The Licensee undertakes to ensure that anyone using the program does so only under this Licensing Agreement and complies with this Licensing Agreement.

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

1.4. Limitation of the rights of use

1.4.1. Copying, processing or transfer

The Licensee is not entitled to use, copy, process or transfer the Gira Eco software, in full or in part, in any way other than as described herein.

An exception to this is one (1) copy made by the Licensee exclusively for archiving and backup purposes.

1.4.2. Reverse engineering or conversion technologies

The Licensee is not entitled to apply reverse engineering technologies to the Gira Eco software or to convert the Gira Eco software into

another form, where such use is not permitted by way of exception on the basis of statutory limiting provisions. Such technologies include, in particular, disassembly (conversion of binary-coded machine commands from an executable program into an assembler language that can be read by humans) or decompilation (conversion of binary-coded machine commands or assembler commands into source code in the form of high-level language commands).

1.4.3. Firmware and hardware

The firmware may only be installed and used on the hardware approved by the Licensor (Gira Eco).

1.4.4. Transfer to third parties

The Gira Eco software may not be transferred to third parties or made accessible to third parties. The Licensee may only pass on 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 in so far 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 the Licensor before such use or transfer. The Licensee shall expressly inform the third party of these terms of use before transferring the Gira IP device. In the event of transfer to a third party, the Licensee's right to personal use shall lapse.

1.4.5. Hiring out, leasing or sublicensing

The Licensee is not entitled to hire out or lease the Gira Eco Software or to issue sublicences to the program.

1.4.6. Software production

The Licensee requires written approval from the Licensor to create and distribute software derived from the Gira Eco software.

1.4.7. The mechanisms of licence management and copy protection

The licence management and copy protection mechanisms for the Gira Eco software must not be analysed, published, circumvented or disabled.

1.5. Further development of software

The Licensor is entitled to collect and process information relating to the parameterisation of Gira Eco, provided that this information is collected in a form that does not allow the personal identification of the Licensee. The information is intended solely for the targeted further development of Gira Eco and the associated provision of software updates and product support.

1.6. Ownership and confidentiality

1.6.1. Documentation

The Gira Eco software and documentation (provided in printed form or else as online help or online documentation) are trade secrets of the Licensor and/or subject to copyright and/or other rights and shall continue to belong to the Licensor. The Licensee shall observe these rights.

1.6.2. Transfer to third parties

Neither the software, the data backup copy, nor the documentation (provided in printed form or else as online help or online documentation) may be passed on to third parties at any time – in whole or in part, for a fee or free of charge.

1.7. Changes and subsequent deliveries

1.7.1. Change to the subject of the Licence

The Licensor reserves the right to expand, improve or otherwise modify the subject of the Licence, including documentation, at any time without notice or to have the aforementioned actions performed by third parties, if and in so far as the modifications do not result in a reduction or change in content of the scope of services that the Licensor is obliged to provide to the Licensee. This Licensing Agreement shall continue to apply accordingly to the further developed software.

1.7.2. Change to the Licensing Conditions

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 changes, it may be necessary to adapt these Licensing Conditions to reflect these changes. For this reason and where there is just cause, the Licensor is entitled to modify and adapt these Licensing Conditions at any time with future effect. Just cause exists in the following cases:

- for the implementation of amended statutory requirements or case law,
- for the implementation of amended technical requirements, such as a new technical environment or other operational reasons
- for adaptation to changing market conditions, such as increased number of licensees
- if the amendments and modifications are made for the benefit of the Licensee, e.g. to improve Licensee experience or security.

If the Licensor makes use of its right to make amendments, it shall notify the Licensee of this in written form at least and notify them of the amendments.

The Licensee has a right to object to the amendment. If the Licensee does not object within 8 weeks from receipt of the notification of the amendment to these Licensing Conditions, the amended Licensing Conditions shall be deemed to have been accepted and shall apply in the further course of the Agreement. In the notification of the amendment to these Licensing Conditions, the Licensor shall once again expressly inform the Licensee separately of its right to object, the objection period and the consequences if no objection is raised.

In the event of an objection by the Licensee to the amended Licensing Conditions within the time limit, the Licensor shall be entitled to terminate the contractual relationship pursuant to Clause 9 para. 2, while safeguarding the legitimate interests of the Licensee.

1.8. Warranty

The Gira Eco software is supplied together with the third-party software.

The Licensor does not assume any warranty of its own for the TPIP contained in the Gira IP device software, as listed in Clause 1. 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. For more information, see Open Source Software, p. 93.

1.8.1. Software and documentation

The currently valid version of the Gira Eco software and documentation (provided in printed form or else as online help or online documentation) will be made available to the Licensee. The warranty period for the Gira Eco software is 24 months. During this time, the Licensor warrants as follows:

- The software is free of material and manufacturing defects at the time of handover.
- The software works in accordance with the enclosed documentation in the currently valid version.
- The software can run on the computer workstations specified by the Licensor.

The warranty obligation shall be discharged through the delivery of a replacement.

1.8.2. Limitation of warranty

Otherwise, no warranty is given that the Gira Eco software and its data structures are free from defects. The warranty does not extend to defects that are attributable to improper use or other causes outside of the Licensor's control either. Further warranty claims are excluded.

1.9. Liability

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.

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.

In so far 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.

1.10. Applicable law

(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 user 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 contracting authority'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 its place of residence or business. The right of the parties to bring proceedings before the competent courts in urgent cases remains unaffected.

1.11. Termination

This Agreement and the rights granted therein shall end if the Licensee fails to comply with one or more provisions of this Agreement or terminates this Agreement at least in written form. The transferred Gira Eco software and documentation (provided in printed form or else as online help or online documentation) including all copies must be returned in full, immediately and without request in this case. In this case, a claim for reimbursement of the price paid is excluded.

Upon termination of the Agreement, the licence to use the Gira Eco software shall expire. In this case, the Gira Eco product must be taken out of operation. Continued use of the Gira Eco without a licence is excluded.

The start-up software and visualisation software must be uninstalled and all copies must be destroyed or returned to the Licensor.

1.12. Subsidiary agreements and amendments to the Agreement

Subsidiary agreements and amendments to the Agreement must be made in writing in order to be valid. This also applies to any amendment of this clause.

This Licensing Agreement is executed in German and English. The English version is for information purposes only. In the event of ambiguities or disputes arising from the Agreement, the German version shall be considered binding.

2. Open-source software

The Gira IP device software also contains third-party software components (TPIP). An overview of the TPIP included is listed on the device website for this product and can be accessed in the status bar. 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.