

License Agreement (EULA)

Preamble

Neuberger Gebäudeautomation GmbH (hereinafter “Licensor”) develops and distributes software for the operation of the building automation devices it manufactures. This End User License Agreement (hereinafter “EULA” or “License Terms”) is intended to govern the use of the provided software by the respective end customer (hereinafter “Customer”).

The Customer acquires the software specified in the software product sheet, including the associated electronic or physical user documentation (hereinafter “Software”), directly from the Licensor or from a reseller authorized by the Licensor.

By installing or otherwise using the Software, the Customer agrees to these License Terms (<https://www.neuberger.net/service/downloads>). If the Customer does not agree to these terms, they may not install or use the Software.

§ 1 Scope

1.1 The following license terms conclusively govern the contractual relationship between the Licensor and the respective Customer. Any terms and conditions of the Customer that conflict with or deviate from these license terms shall not be recognized, unless the Licensor has expressly agreed to them in individual cases.

1.2 They apply to both consumers and business customers. A consumer, as defined by these terms, is any natural person who places an order for purposes that are predominantly neither commercial nor related to their independent professional activity. A business customer, as defined by these terms, is a natural or legal person or a partnership with legal capacity that acts in the course of its commercial or independent professional activity when placing an order.

§ 2 Grant of Rights and Restrictions

2.1 The Licensor grants the Customer a non-exclusive, perpetual right to use the Software to the extent agreed upon in the contract.

2.2 The Customer receives a copy of the Software on a data carrier and is responsible for the installation and commissioning of the Software. Support for the commissioning of the Software may be agreed upon separately with the Licensor and is to be remunerated in accordance with the Licensor’s current price list.

2.3 The purchased license strictly limits the maximum number of devices permitted for use. This restriction is enforced by technical protection measures. The customer is not permitted to circumvent these technical protection measures. The customer is not permitted to clone or duplicate a virtual machine on which the software is installed for the purpose of circumventing the hardware and license restrictions. An increase in the number of devices requires the purchase of corresponding licenses.

2.4 The customer is generally not authorized to reproduce the software, unless such reproduction is necessary for data backup. In such cases, the customer is authorized to create a maximum of two backup copies of the software. These copies must be labeled as such and bear a copyright notice from the licensor.

2.5 The customer is not authorized to edit, modify, otherwise alter, and/or translate the software into another code form. Decompilation, reverse engineering, or any other form of translation of the program code into another representation is prohibited. Mandatory statutory rights remain unaffected by this.

2.6 The customer is obligated to retain unchanged and not remove the intellectual property notices affixed to the software and documentation, such as copyright notices or license numbers, and other information regarding the manufacturer’s specifications, copyrights, and other intellectual property rights of the licensor.

2.7 The customer is entitled to permanently transfer the copy of the software purchased by them to a third party. In such a case, they are obligated to completely cease use of the software, remove all installed copies of the software from their system, delete all backup copies, and require the third party to comply with the terms and conditions contained in this EULA.

2.8 Sublicensing or any other transfer of the granted rights of use to third parties is not permitted, subject to Section 2(7) of these Terms.

2.9 The Licensor is not obligated, but is entitled, to provide updates for the Software. Mandatory statutory provisions remain unaffected by this.

2.10 The Licensor retains all rights to the Software, even if the Customer modifies the Software in violation of these Terms or combines it with their own programs or those of a third party. The Customer has no right to demand the source code.

§ 3 System Requirements and Customer Obligations

3.1 The Customer is obligated to establish and maintain the system environment (third-party hardware and software) necessary for the proper operation of the Software.

3.2 The detailed minimum requirements for operating the software are set forth in the Licensor’s separate documents (“Virtual System Requirements,” “Physical System Requirements,” “Client PC Requirements”). These documents, in the version valid at the time of conclusion of the contract, are a binding part of these license terms and are available at: <https://www.neuberger.net/service/downloads>.

3.3 The Customer is obligated to take reasonable precautions to protect the Software and any license keys from unauthorized access by third parties.

§ 4 Warranty and Liability

4.1 The Licensor warrants that the data carriers delivered are free from material and manufacturing defects at the time of delivery, and that the software substantially fulfills the functions described in the software product sheet and documentation and complies with generally accepted technical standards. The warranty does not cover damage and/or malfunctions caused by the Customer’s culpable breach of the provisions of this Agreement. Upon request, the Customer shall use its best efforts to assist the Licensor in identifying and rectifying the respective defect.

4.2 If the Customer is a registered merchant, they are obligated to inspect the software for defects immediately upon receipt and to report any apparent defects without delay in writing or by email. If the Customer fails to provide such notification, their claims for defects shall expire four weeks after they have discovered the defect.

4.3 If the customer is an entrepreneur, the warranty period for the rights under Section 437(1) and (3) of the German Civil Code (BGB), notwithstanding Section 438(1)(3) BGB, shall be one year from the statutory commencement of the limitation period. For consumers, the statutory warranty period of two years applies in the case of Section 438(1)(3) BGB.

4.4 Warranty claims are excluded to the extent that the defect was demonstrably caused by the use of third-party software not approved by the licensor.

4.5 Warranty claims are also excluded if they are based on the software being used in a system environment that does not meet the minimum requirements as defined in Section 3 of these License Terms.

4.6 Liability for defects vis-à-vis business customers is excluded for defects caused by external influences for which the Licensor is not responsible, or by improper use by the Customer. Improper use occurs in particular when the customer and/or a third party

makes changes and/or additions to the licensor's licensed products without express permission. However, the customer may provide evidence to the contrary that the influences, improper use, or the respective change and/or addition were not the cause of the defect.

4.7 The Licensor shall be liable without limitation in cases of intent or gross negligence, in cases of injury to life, limb, or health, in cases of fraud, in the event of a warranty of quality, and in accordance with the provisions of the Product Liability Act.

4.8 In the event of a breach of a material contractual obligation due to slight negligence, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the customer may rely (cardinal obligation), liability is limited in amount to the foreseeable damage typical for this type of contract.

4.9 Otherwise, liability for slight negligence is excluded.

4.10 The foregoing limitations also apply to the licensor's vicarious agents.

§ 5 Confidentiality

5.1 The software (including the accompanying documentation) constitutes trade secrets of the Licensor. The Customer is obligated to keep these, as well as all other identifiable confidential information of the Licensor, confidential from third parties and not to make them accessible without the prior written consent of the Licensor.

5.2 The Customer shall take appropriate technical and organizational measures to protect the confidential information from unauthorized access.

5.3 The confidentiality obligation does not apply to the extent that the Customer is required by law or by official order to disclose such information. In such a case, the Customer shall inform the Licensor immediately in advance, to the extent permitted by law. der vertraulichen Informationen vor unbefugtem Zugriff.

§ 6 Consequences of a Breach of the License Terms

6.1 In the event of a material breach of these license terms by the customer, the licensor is entitled to terminate the license for cause after a reasonable grace period has expired without result. In the event of serious breaches, in particular the unauthorized transfer of the software to third parties or the circumvention of technical protection measures, the licensor is entitled to terminate the license immediately.

6.2 All rights of use shall expire upon the termination taking effect. In this case, the Customer is obligated to immediately cease use of the Software, irrevocably delete all installed copies—including backup copies—from its systems, and return all provided data carriers to the Licensor or verifiably destroy them. At the Licensor's request, the Customer must confirm the deletion in writing.

§ 7 Export Control

The software and documentation may be subject to German and/or U.S. export regulations. Export or re-export may only take place with the necessary approvals from the competent authorities. The customer is solely responsible for compliance with these regulations.

§ 8 Final Provisions

8.1 Amendments and supplements to this Agreement must be made in writing. This also applies to the waiver of this written form requirement. There are no oral side agreements.

8.2 The Licensor is entitled to assign this Agreement, including all rights and obligations, to a third party. The Customer is entitled to object to the assignment in writing or in text form within four weeks of receiving the relevant notice. If the Customer does not object within the deadline, the assignment shall be deemed approved. The Licensor shall inform the Customer of the transfer in a timely manner and expressly notify the Customer of their right to object as well as the legal consequences of failing to object.

8.3 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

8.4 The exclusive place of jurisdiction for all disputes arising from or in connection with these license terms is the Licensor's place of business, provided the Customer is a business entity.

8.5 Should individual provisions of these license terms be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

Rothenburg ob der Tauber, März 2026

Neuberger Gebäudeautomation GmbH
Neuberger Gebäudeautomation AG