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# End-user license contract for the Gira weather service

## Preliminary note:

The Gira weather service makes available weather data to you and enables an expansion of usability for intelligent building control.

By accepting the following agreement, an end user license agreement (EULA) is concluded between you and GIRA Giersiepen GmbH & Co. KG located in Radevormwald, Germany in the context of use of the Gira weather service via the Gira HomeServer portal.

By using the Gira weather service you simultaneously accept this EULA.

Gira is authorized to modify this EULA at any time and without specific reason by itself and in compliance with a time period of two weeks.

If you do not consent to the terms of this EULA, you are not authorized to use the weather service.

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## Granting of the license

- a Use of the Gira weather service is licensed and not sold.
- b Under consideration of this EULA, Gira grants you a non-exclusive, revocable, free license for use of the Gira weather service on Gira end devices as well as on end devices via corresponding Gira software.
- c Use may only be implemented with system solutions supplied by Gira (e.g. Gira HomeServer, Gira Control 9 KNX, Gira Homeserver app for iOS and Android, Gira Quad Client).
- d Weather data are updated every 1 to 6 hours depending on the location.
- e Only personal use of the Gira weather service is permitted; queries are limited to a volume that corresponds to personal use.
- f Data must not be permanently saved to a storage medium and must not be forwarded/sold or published.
- g You must ensure by suitable provisions that unauthorised access by third parties to transmitted data is not possible.
- h Gira reserves the right to block the service upon suspicion of inappropriate use.
- i The license can be revoked at any time without specification of reasons and in compliance with a time limit of two weeks. In this case you are liable to permanently delete all data.
- j Gira makes clear that the weather service merely enables use of weather data from an external data supplier.
- k Gira reserves the right to change the data supplier during the duration of use.
- l If the contractual relationship between Gira and the data supplier is terminated, Gira has the right to revoke the license even without compliance to a time period of two weeks.
- m You declare your specific agreement with the validity of this EULA.

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## Copyright

- a If copyright, rights of performance protection and other rights of the data supplier exist with regard to contractual data, these remain with the data supplier.
- b If the rights of national weather services or other suppliers of meteorological basis data exist with regard to contractual data, these rights remain with the specific supplier.

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## GIRA exclusion of liability

- a With the Gira weather service, Gira merely enables use of weather data via the Gira HomeServer portal.
- b 100% availability of the data service can thus not be guaranteed.
- c Gira thus assumes no liability for claims resulting from weather forecasts not or only partly being fulfilled.
- d Claims for compensation are excluded independently of the type of breach of duty, including unauthorised handling, as far as wilful and grossly negligent causes are not apparent. This applies in particular to claims based on the indemnity of third parties as well as other direct subsequent damage.
- e Exclusion of liability according to the point above does not apply to indemnity caused by injury to life, body or health.

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## Applicable law

This EULA is subject exclusively to the laws of the Federal Republic of Germany.

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## Jurisdiction

The place of jurisdiction is GIRA headquarters.

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## General instructions:

All questions, queries, registrations, claims etc. should be made exclusively to Gira in the context of use of the weather service. You are herewith expressly informed that Gira is your only contractual partner; the service provider shall not bear any liability in connection with this EULA.

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## Final provisions

If present or future provisions of this EULA should become no longer wholly or partly legally valid or can no longer be implemented, or if they lose legal validation or feasibility at a later date, the validity of all other provisions of this contract remain. This also applies if it is ascertained that this contract is incomplete. In the place of ineffective or impractical provisions or for completion of any gaps in this contract a suitable provision should be agreed upon that as far as legally possible should correlate as closely as possible to the intentions of the contractual parties, or what these parties intended according to the sense and purpose of the contract if they had considered this point upon conclusion of this contract.