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This License Agreement ("Agreement") shall be entered into by the Licensee by down-loading the software "Theben LUXORplug and LUXORplay Software" from the web page of the Theben AG, Haigerloch, Germany (herein: the "Licensor") respectively from the download area from the manufacturer Apple, Google and Microsoft. The Licensee shall not be entitled to use the Software prior to entering into the Agreement. The terms for the using of the Software "Power-Project" shall be hereinafter laid down:

1. Subject of the Agreement

The subject of the Agreement is the computer software "LUXORplug and LUXORplay Software" that is downloaded from the internet respectively cloud area (as provided in Clause 1), including the files contained therein pertaining to the configuration, commission and diagnostics of certain KNX products of Licensor (herein collectively: the "Software").

The Licensor points out that it is not possible with today's technology to produce computer software that operates without any errors in all applications and combinations. The subject of the licence hereunder therefore is only software which can be used substantially in accordance with the user instructions.

2. Scope of use

The right to use the Software shall only be vested in persons or entities, which for users of the Theben IP Tool KNX products (hereinafter: the "Products") performs configuration, commission and diagnostics services. By this Agreement consumers will not be granted any rights.

Licensor grants to the Licensee for the duration of this Agreement the non-exclusive and non-transferrable right (hereafter called "Licence") to use the Software for the configuration, commissioning and diagnostics of the Products. Any other or further use is not permitted.

The Licensee is entitled to make a single backup copy of the Software solely for security purposes. This copy shall be and is subject to the same restrictions as the downloaded Software.

3. Special Restrictions

The Licensee shall refrain from

- a) handing over, or otherwise making the Software accessible, to a third party without prior written permission from Licensor; provided that it is expressly forbidden to rent or lease the Software,
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The Agreement shall at the latest come into force upon down loading of the Software, respectively (see Clause 1.) and shall have an unlimited term. The right of the Licensee to use the Software shall expire automatically without notice if he violates any terms of this Agreement. If there is an insignificant breach of duty, automatic expiry shall only apply upon (i) repeated violations of the same or a comparable duty or (ii) the Licensee being unsuccessfully requested by Licensor to rectify the situation caused by the breach of duty within 3 weeks upon request (unless another period is set in the request). When the right of use is terminated, the Licensee is obliged to return all the copies of the Software, including any modified copies to LICENSOR or to erase any copies of the Software. On Licensor's request, Licensee shall confirm in writing the performance and fulfilment of the obligations set out herein.

7. Compensation after breach of Contract

The Licensee shall be liable for all damages incurred by LICENSOR due to a breach of this Agreement by Licensee or by any person engaged or employed by Licensee in connection with the performance of this Agreement.

8. Modifications and updates

LICENSOR in its sole discretion shall be entitled, but not obliged, to create updates of the Software and to make them available to the Licensee.

9. Liability for Defects as to Quality

Considering the fact that the License to Licensee is free of charge (see Clauses 1. and 2.), Licensor shall only be liable for defects in case Licensor fraudulently conceals a defect (*Arglistiges Verschweigen*). To the extent that LICENSOR shall be liable for defects as laid down hereinbefore, the provisions as follows shall apply:

9.1 The characteristics of the Software at the time of downloading shall be determined by the statements contained in the "Online help" (herein: "Software Description"). The defects liability only occurs if the usual operating conditions and the requirements of the Software Description have been met. Explanations and descriptions do not constitute any guarantees (in particular no guarantee of the characteristics – (*Beschaffenheitsgarantie*)).

However, LICENSOR shall have no warranty or liability that the Software will meet those requirements and purposes by the Licensee that are not outlined in the Software Description. The Licensee shall have the full responsibility for selecting the suitable software and for the consequences arising from using the Software.

LICENSOR shall make good within a reasonable period the defects notified by Licensee for which LICENSOR is responsible hereunder and which are reproducible software errors. The Licensee shall notify LICENSOR in writing without undue delay of any defects. The Licensee shall describe defects as detailed as possible and send the Software on a data carrier at his own expense to LICENSOR.

LICENSOR shall at its own discretion make good such defects either by rectifying the error, providing a new version of the Software or indicating measures/options for avoiding the effects produced by the defect. The Licensee shall implement new version of the Software unless such would result in unreasonable adaptation or conversion problems.

9.2 LICENSOR shall first be given the opportunity to supplement its performance ("*Nacherfüllung*") within a reasonable period of time. If supplementary performance is unsuccessful, the Licensee shall be entitled to cancel the contract. The supplementary performance shall be considered as non-successful (*Fehlschlagen*), only if and when the second attempt to supplement has not made good the defect within a grace period set by Licensee in writing so that the use of the Software will be substantially in accordance with the Agreement.

9.3 Licensee shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of travel and transport, labor, and material.

9.4 Furthermore, the provisions of Clause 12 (Overall Liability) shall apply in respect of claims of damages. Any other claims of the Licensee against LICENSOR or its agents or any such claims exceeding the claims provided for in this Clause 9, based on a defect, shall be excluded.

9.5 Any services (e.g. maintenance) that are beyond the obligation of supplementary performance may be dealt with in separate agreements.

10. Industrial Property Rights and Copyright; Defects in Title

Considering the fact that the License to Licensee is free of charge (see Clause 1.), Licensor shall only be liable for the infringement of industrial property rights including copyright (hereinafter: "Intellectual Property Rights") as well as for defects in title in case of intent, gross negligence or if Licensor fraudulently conceals a defect (*Arglistiges Verschweigen*). To the extent that LICENSOR shall be liable as laid down hereinbefore, the provisions as follows shall apply:

10.1 LICENSOR shall only be liable for the infringement of Intellectual Property Rights in Germany. In case a third party shall assert legitimate claims against LICENSOR based on infringement of Intellectual Property Rights by the Software used in accordance with this contract in the country as set out in sentence 1, LICENSOR shall be liable towards Licensee as follows:

- a) The LICENSOR shall at his own choice and expense either obtains a right to use the Software, change the Software so as not to infringe the Intellectual Property Right or replace the Software. If this is not possible on acceptable terms to LICENSOR, the Licensee shall be entitled to cancel the contract subject to the statutory provisions; the Licensee shall not be entitled to the reimbursement for any futile expenditure;
- b) LICENSOR's liability for compensation shall be subject to Clause 11 (Other Liability) and Clause 12 (Overall Limitation of Liability);
- c) LICENSOR's aforesaid obligations shall be subject to the condition that the Licensee immediately notifies LICENSOR in writing of the claims asserted by the third party, that Licensee shall not acknowledge an

infringement and that all countermeasures and settlement negotiations are reserved to LICENSOR. If the Licensee stops using the Software to reduce the damage or for other important reasons, he shall be obliged to make it clear to the third party that the discontinuation of use does not mean any acknowledgement of infringement of an Intellectual Property Right.

10.2 Claims of the Licensee shall be excluded if he is responsible for an infringement of Intellectual Property Rights. Claims of the Licensee shall also be excluded if the infringement of an Intellectual Property Right was caused by specific demands by the Licensee, by a use of the Software not foreseeable by LICENSOR or by the Software being modified by the Licensee or being used together with products not provided by LICENSOR.

10.3 In case of other defects in title, the provisions of this Clause 9 (**Liability for Defects as to Quality**) shall apply accordingly.

10.4 Any other claims of the Licensee against the LICENSOR or its agents or any such claims exceeding the claims provided for in this Clause 10, based on a defect in title, shall be excluded.

11. Other Liability

To the extent not relating to a defect (see Clause 9. "Liability for Defects as to Quality") or third party rights (see Clause 10. "Industrial Property Rights and Copyright; Defects in Title") and considering the fact that the License to Licensee is free of charge (see Clauses 1.), Licensor shall only be liable hereunder in case of intention, gross negligence or if Licensor acts fraudulently (*Arglist*). To the extent that LICENSOR shall be liable as laid down hereinbefore, the provisions shall apply as follows:

LICENSOR and its agents shall only be liable for damages to persons and physical property caused by negligent performance of the contractual obligations. The liability shall not exceed the sum of 5.000.- Euro for any one occurrence. Any further liability, regardless of the legal grounds, shall be excluded.

12. Overall Liability

Notwithstanding anything contained in these Conditions or in this Contract to the contrary and irrespective of the legal grounds Licensor shall be not be liable for loss of profit, loss of revenues, loss of use, loss of production, costs of capital or costs connected with interruption of operation, loss of anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever. In case of loss of or damage to data or data carriers, LICENSOR shall not be liable for the recovery of data.

LICENSOR's total liability in respect of any and all claims for damages or losses which may arise in connection with its performance or non-performance under the contract shall in no event exceed 100.000.- Euro.

13. Miscellaneous

13.1 The Agreement shall be governed by substantial German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 All disputes arising in connection with the Agreement including its formation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris, by one or three arbitrators appointed in accordance with the Rules. Supplementarily the German civil procedural code (Zivilprozessordnung) shall apply.

13.3 These conditions shall apply exclusively. Any amendments or changes to these conditions shall require Licensor's prior written agreement.

13.4 If individual conditions of this Agreement are or become void or unenforceable, the effectiveness and enforceability of all the remaining clauses shall not be affected.

13.5 Licensor expressly reserves the right to transfer the Agreement including any and all rights and obligations hereunder to another company of the Theben group. Such transfer shall not require the consent by the Licensee.

14. Copyright

LUXORplug:

Required by the Qt development framework

- <http://doc.qt.io/qt-5/licensing.html>
- <http://doc.qt.io/qt-5/licenses-used-in-qt.html>
- Core : <http://doc.qt.io/qt-5/qtcore-index.html>
- Gui : <http://doc.qt.io/qt-5/qtgui-index.html>
- Widgets: <http://doc.qt.io/qt-5/qtwidgets-index.html>
- Qml: <http://doc.qt.io/qt-5/qtqml-index.html>
- Quick: <http://doc.qt.io/qt-5/qtquick-index.html>
- Svg: <http://doc.qt.io/qt-5/qtsvg-index.html>
- Xml: <http://doc.qt.io/qt-5/qtqml-index.html>
- Xmlpatterns: <http://doc.qt.io/qt-5/qtqmlpatterns-index.html>
- Scxml: <http://doc.qt.io/qt-5/qtscxml-index.html>
- Quickcontrols2: <http://doc.qt.io/qt-5/qtquickcontrols2-index.html>

External libraries:

- OpenSSL: <https://www.openssl.org/source/license.html>
- OpenDHCP: <https://sourceforge.net/projects/dhcpserver> (GNU General Public License version 2.0 (GPLv2))
- Falcon KNX

LUXORplay:

Required by the Qt development framework

- <http://doc.qt.io/qt-5/licensing.html>
- <http://doc.qt.io/qt-5/licenses-used-in-qt.html>
- Core : <http://doc.qt.io/qt-5/qtcore-index.html>
- Gui : <http://doc.qt.io/qt-5/qtgui-index.html>
- Qml: <http://doc.qt.io/qt-5/qtqml-index.html>
- Quick: <http://doc.qt.io/qt-5/qtquick-index.html>
- Svg: <http://doc.qt.io/qt-5/qtsvg-index.html>
- Xml: <http://doc.qt.io/qt-5/qtqml-index.html>
- Quickcontrols2: <http://doc.qt.io/qt-5/qtquickcontrols2-index.html>
- Websockets: <http://doc.qt.io/qt-5/qtwebsockets-index.html>
- Network: <http://doc.qt.io/qt-5/qtnetwork-index.html>
- Androidextras: <http://doc.qt.io/qt-5/qtandroidextras-index.html>
- Winextras: <http://doc.qt.io/qt-5/qtwinextras-index.html>

External libraries:

- OpenSSL: <https://www.openssl.org/source/license.html>
- OpenDHCP: <https://sourceforge.net/projects/dhcpserver> (GNU General Public License version 2.0 (GPLv2))
- SortFilterProxyModel: <https://github.com/oKcerG/SortFilterProxyModel> (MIT licence)