

Airidentifier end-user license agreement

Status: 05.06.2024

DEFINITIONS / OVERVIEW

“Airidentifier Device”: The hardware product that measures multiple indoor air quality parameters. It is connected via WiFi and Internet to the management infrastructure.

“Software”: The mobile iOS and Android App, and software program and relevant code that operates the Airidentifier Device and management infrastructure and all data stored, including sensor historical data, notifications, access sharing contacts and configuration, and personal settings.

“Airidentifier App”: The executable of the software for iOS or Android that is installed on the end-user’s mobile device and – if available – any web-based variant of the same.

OWNERSHIP AND RIGHTS

This software is owned by Airgloss S.r.l. (VAT ID IT12599201006) (“Airgloss”) and is protected by Italian and international copyright laws. Airgloss has granted a worldwide, sublicensable license to Zehnder Group International AG (“Zehnder”) for the software. The end user (“end user” or “you”) may not modify, translate or decompile the source code of the program, electronically or otherwise, without the prior written permission of Airgloss.

EULA - END USER LICENSE AGREEMENT

These license terms are an agreement between you and

Zehnder, exclusive owner of all intellectual property rights on the Airidentifier App and vendor of the Airidentifier Devices (hardware products).

the Airidentifier device hardware "distributor/retailer" that distributes the software by reason of the sale of the Airidentifier device hardware product.

Please read them. They apply to the platform software provided in form of an App or optionally in other online forms like a website. . These terms also apply to any

- updates,
- supplements,
- additional data files containing gas patterns, databases and other relevant informations, unless other terms accompany those items. If so, those other terms apply.

By activating an account and using the software, you accept these terms. If you do not accept them, do not continue with the registration and do not use the software. If you are owner of an Airidentifier Device and don't accept these terms, please contact Zehnder or distributor/retailer to determine its return policy. You must comply with that policy, which might limit your rights or require you to remove your account on which the device is configured.

If you comply with these license terms, you have the right to use Airidentifier software to manage multiple devices you acquire as specified below:

2. INSTALLATION AND USE RIGHTS.

a. License Model. The software is licensed to owners of at least one Airidentifier Device.

b. Multiple registrations per Airdentifier Device Equipment. The software license is permanently assigned to the Airdentifier Device with which the software is distributed. That Airdentifier Device Equipment is the “licensed equipment.”

c. Licensed Equipment. You may register an account and use the software on any computer with the only purpose of monitoring the Airdentifier Device. Unless otherwise provided in these license terms, you may not use the software with any other hardware equipment different from the licensed equipment.

d. Number of Users. Unless otherwise provided in these license terms, multiple users may use the software within the licensed equipment.

e. Alternative Versions. The software may include more than one version, such as online web software, Android and IOS mobile application. If available, you may install and use all of them with the same account.

3. SCOPE OF LICENSE.

The software is (sub)licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. Zehnder reserves all other rights. Unless applicable mandatory law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable mandatory law expressly permits, despite this limitation;
- use components of the software to run applications not running within the software;
- make more copies of the software or using different versions than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the access credentials for others use the software; or
- publish a copy of the mobile applications including Android and IOS executables.
- rent, lease or lend the software; or
- use the software to manage any other hardware equipment different from the Airdentifier Devices Equipment.

4. BACKUP COPY.

You may make one backup copy of the software if an executable is available. You may use it only to reinstall the software on the target device with the only purpose to manage the licensed equipment.

5. PROOF OF LICENSE.

You may register an account and use the software only in bundle with a licensed equipment. The label containing the serial number of the Airdentifier Device Equipment (usually applied on the rear of the equipment or upon the package) identifies a genuine licensed equipment and grants one software license as specified above. When the software is used together with a genuine licensed equipment, the same serial number is also reported in the Technical Info screen of each device individually.

If you own a copy of the software, you may be asked by Zehnder, and/or by the distributor/retailer to provide the serial number for verification of its authenticity as proof of ownership of a genuine licensed equipment. By installing a copy of this software you expressly agree to this condition.

6. TRANSFER TO A THIRD PARTY.

You may transfer the Airdentifier Device to a third party. Upon transfer, all rights to use the Airdentifier Device and the license to use the software are transferred to the third party. You must stop using the software and

must stop accessing the indoor air quality data recorded by the device. however Zehnder is entitled to deny such transfer without any reason. You must deregister the Airdentifier System before transferring it to a third party. You must inform the third party about this agreement before transferring the device to the third party. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. You may not keep any copies of the software or any earlier version you have received in bundle with the licensed equipment. You may delete any device related data before the transfer. You acknowledge that the transfer also includes the indoor air quality data registered by the device and other device related data, the third party will be able to access the data and you will not be able to access the data after the transfer anymore.

7. ENTIRE AGREEMENT.

This agreement (including the warranty below), additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), and the terms for supplements, updates and additional data files containing gas property tables that you use, are the entire agreement for the software.

8. APPLICABLE LAW.

a. Switzerland. If you acquired the licensed equipment in Switzerland or directly from Zehnder, the Court of Aarau, Switzerland governs the interpretation of this agreement and applies to claims for breach of it, without it's conflict of laws principles.

b. Outside Switzerland. If you acquired the licensed equipment and registered and account to access the software in any other country, the law of Switzerland applies and the Court of Aarau, Switzerland governs the interpretation of this agreement if permitted by the local law, otherwise the laws of that country apply.

9. LEGAL EFFECT.

This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the licensed equipment and access to the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. LIMITATION AND EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.

to the maximum extent permitted by applicable law, in no event shall Zehnder, the distributor/retailer be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the software and it's related licensed equipment, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Zehnder and the distributor/retailer, and even if Zehnder and the distributor/retailer has been advised, knew or should have known about the possibility of such damages.

Limited Warranty

A. LIMITED WARRANTY.

If you follow the instructions and the software is properly used, the software will perform substantially as described in the materials provided by Zehnder that you receive in or with the software or with the licensed equipment.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.

The limited warranty covers the software for the same period of the warranty provided with one of the licensed equipment after the first registration of the device or within the expire of the warranty of the licensed equipment whatever is earlier. If you receive supplements, updates, or replacement software during this period, they will be covered for the remaining period of the warranty or 30 days, whichever is longer. To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY.

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond the reasonable control of the distributor/retailer, or Zehnder.

D. REMEDY FOR BREACH OF WARRANTY.

Zehnder or distributor/retailer will, at its election, either (i) repair or replace the software at no charge, or (ii) accept return of the software and/or it's related licensed equipment for a refund of the amount paid, if any. Zehnder or distributor/retailer may also repair or replace, updates or provide a refund of the amount you paid for them, if any. Contact Zehnder or distributor/retailer about its policy. These are your only remedies for breach of the limited warranty.

E. CONSUMER RIGHTS NOT AFFECTED.

You may have additional consumer rights under your local laws, which this agreement cannot change.

F. WARRANTY PROCEDURES.

Contact Zehnder or distributor/retailer to find out how to obtain warranty service for the software. For a refund, you must comply with Zehnder or distributor/retailer's return policies.

G. NO OTHER WARRANTIES.

The limited warranty is the only direct warranty from the distributor/retailer, or Zehnder. The distributor/retailer and Zehnder give no other express warranties, guarantees or conditions. Where allowed by your local laws, the distributor/retailer and Zehnder exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.

The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.