

Terms of Use for BELIMO Developer Space and Client API

1. Preamble and scope

- (1) The following Terms of Use shall apply between BELIMO Automation AG Brunnenbachstrasse 1, CH-8340 Hinwil, Switzerland (hereinafter “**BELIMO**”), and the Developer (hereinafter “**Developer**”). For clarification, the Developer may be an individual person or a legal entity. In the latter case, the person accepting these Terms of Use represents that he/she has authority to validly agree to the Terms of Use on behalf of the entity.
- (2) The Developer may develop Applications for use by BELIMO Cloud Service Users (hereinafter “**Service User**”) or any other person permitted to access data of particular Service User devices stored in the BELIMO Cloud.
- (2) BELIMO provides information in the Developer Space (hereinafter also referred as “**Documentation**”). The Documentation contains information to allow the Developer to create a performant application (hereinafter “**Application**”) based on the current BELIMO Client API. The BELIMO Client API is a software interface accessed through the Internet.
- (5) These Terms of Use govern the use of the BELIMO Developer Space and Client API as well as related information provided by BELIMO to the Developer and, as the case may be, Developer’s access to specific data stored in the BELIMO Cloud by using Service User’s credentials (hereinafter “**Developer Service**”). When registering on the Developer Space the Developer agrees to these Terms of Use.
- (6) Any different, contradictory or supplementary general terms and conditions of the Developer shall be a component of the agreement only if and to the extent that BELIMO has consented expressly and in writing to their validity.
- (7) Individual agreements reached in any individual case with the Developer (including side agreements, supplements and amendments) shall take priority over these Terms of Use. With respect to the contents of such agreements, a written contract between the parties shall be required.

- (8) The access right and actual use of data related to specific BELIMO devices is governed by the Terms of Use for the BELIMO Cloud Services. These Terms of Use do not grant Developer any rights to data of Service Users.

2. Scope of Developer Service

- (1) BELIMO provides the following information, on an as-is basis and subject to amendments or alterations, on the Developer Space:
- a) information on access to the BELIMO Client API
 - b) example Applications
 - c) explanation of BELIMO's Client API
- (2) BELIMO shall provide the Developer Service without charge to the Developer but remains free to suspend or terminate provision of the Developer Service in whole or in part. BELIMO expressly reserves the right to change and/or further develop the Developer Service and to adapt the information on the Developer Space accordingly. Backward compatibility is not guaranteed. It is Developer's sole responsibility to ensure the compatibility of the Application with new releases of the BELIMO Cloud and/or the BELIMO Client API.
- (3) BELIMO shall make the Developer Service available to the Developer without promising any particular availability. Any entitlement to the use of the Developer Service shall exist only to the extent technically and operationally possible for BELIMO. BELIMO shall attempt to provide interruption-free usability of the Developer Service to the extent possible. However, due to technical faults (such as interruption of power supply, hardware and software errors, technical problems in the data lines) temporary limitations or interruptions may occur.
- (4) BELIMO expressly reserves the right to limit the number of call-ups of the Developer Service by the respective Developer in time, frequency or any other way that BELIMO deems appropriate. Such a limitation may be changed by BELIMO, particularly in order to assure the adequate performance of the Developer Service for all Developers. No circumvention of this limitation by technical means is permissible. Violation of this prohibition, or any attempt thereof, will result in an abrupt interruption of the Developer's access to the Developer Service and the applications using the same credentials.

- (5) Beyond the scope of performance described in this section, BELIMO shall not owe the Developer or any third party, such as the Service User, any additional technical or product-related advisory services, implementation services or other services outside BELIMO's normal business hours or individual adaptations and changes to the Developer Service.

3. Developer's registration and credentials for Applications

- (1) The Developer gains access to the Developer Space by registering on the Developer Space and creating a Developer account. To create an account, the Developer needs to submit name, e-mail address and password.
- (2) BELIMO will process this data only to create the Developer's credentials and to provide the Developer Service. BELIMO will process this data only in compliance with applicable data protection laws. To the extent that BELIMO wishes to collect personal data for purposes other than those cited in this paragraph, BELIMO shall do this only if there is statutory permission for this or the express and voluntary consent of the Developer is obtained.
- (3) The Developer has to obtain credentials for the Application to access the Client API. The BELIMO Client API is also capable of identifying the Service User who accesses the Client API by using the Application as well as the specific Application that is implementing it by means of the respective credentials.

4. Developer's obligations

- (1) By registering on the Developer Space, the Developer guarantees to comply with the Documentation and other requirements stated and/or made available by BELIMO on the Developer Space. Furthermore, the Developer guarantees to comply with all applicable statutory requirements when using the Developer Service, including but not limited to third party intellectual rights, data protection and data security and to refrain from creating unlawful or otherwise objectionable Applications.
- (2) The Developer shall develop Applications with due care and shall not implement any harmful or misleading or similarly detrimental features in the Applications.
- (3) The Developer has to keep his credentials secret and take reasonable measures to ensure security.

- (4) The Developer shall use the Developer Service on its own responsibility and adequately test its proper functioning before use.
- (5) The Developer is prohibited from accessing Service User data stored on the BELIMO Cloud without the proper Service User credentials. Should the Developer, due to technical faults or misconfigurations, gain unauthorized access to data from the BELIMO Cloud or should he notice that the Service User, through the Application of the Developer, gains access to data to which he is not entitled, Developer is obligated to notify BELIMO promptly and without delay. In case of an unauthorized access, the Developer is prohibited from downloading, storing and/or processing data in any way.
- (7) In case the Application permits the Developer to access or process Service User data, the Developer guarantees to comply with and act in accordance with all applicable data protection laws. In particular, if the Application permits the Developer to access or process Service User data, the Developer needs to transparently inform the Service User and obtain his explicit consent. Additionally, the Developer will, in this case, be required to accept the BELIMO Cloud Terms of Service.
- (8) In the event of abusive use of the Developer Service, BELIMO reserves the right to temporarily or permanently block the Developer's access to the Developer Service and to detach the BELIMO Client API from the Application. Use of the Developer Service shall be deemed to be abusive particularly if the Developer violates these Terms of Use or if the Developer
 - uses the Developer Service and/or data retrieved from the BELIMO Cloud in contexts that are unlawful or disadvantageous to BELIMO's reputation and standing in any other way;
 - violates third party intellectual property rights;
 - causes an unusually high burden on the BELIMO Cloud or Client API or on BELIMO's servers.

5. Rights of use to Developer Service and data

- (1) The software programs and databases used for the provision of the Developer Service are protected by copyright or other proprietary rights and in each case are the property of BELIMO or BELIMO's licensors. Under strict compliance with these Terms of Use, the Developer shall be entitled to allow the retrieval of data from the database operated by BELIMO for the use of the Developer Services. This right of use is limited to the term pursuant to these Terms of Use.

- (2) The Developer may use the word mark “BELIMO” only in a referential phrase to describe that the Application works with the BELIMO Cloud. The Developer may further state that he is a BELIMO Cloud Integrator. In any case, the Developer must ensure that he does not create the impression of a false association between BELIMO and the Application or the Developer.
- (3) The Developer is prohibited from using the BELIMO logo or any other BELIMO-owned graphic symbol/logo.

6. Licensing of the Application

- (1) Should the Developer license or otherwise permit the use of the Application to one or more Service Users or other third parties, it must conclude a transparent and fair License Agreement for the use of the Application.

7. Liability and warranty

- (1) BELIMO shall be liable only for intent and gross negligence. Any further claims to damages and the reimbursement of expenses by the Developer, irrespective of the legal basis, particularly for breach of obligations under the contractual relationship and for unlawful acts, are excluded.
- (2) Developer shall be liable for any damages caused by a breach of these Terms of Use. Developer shall indemnify and hold BELIMO harmless for any claims raised by users of Developer’s Applications against BELIMO arising out of or in connection with use of the Application.

8. Term, termination

This agreement shall have an indeterminate term. The agreement may be terminated by the parties at any time without grounds, with a notice period of one (1) week. The right of both parties to termination without notice for serious cause remains unaffected. Serious cause for BELIMO shall exist particularly if the Developer violates these Terms of Use.

9. Final provisions

- (1) This agreement and all legal relationships between BELIMO and the Developer in connection therewith shall be governed by Swiss substantive law. The application of

the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

- (2) Zurich, Switzerland is agreed upon as the exclusive place of jurisdiction. However, BELIMO remains entitled to file a claim or initiate other judicial proceedings at the general place of jurisdiction of the Developer.
- (3) Amendments and supplements to these Terms of Use shall require written form. This shall also apply to amendments to this written form requirement itself. The requirement for written form may be observed by means of email or other electronic communication.
- (4) If individual provisions of these Terms of Use are or become invalid/void or unfeasible in whole or in part, the validity of the remaining provisions shall not be affected thereby. In lieu of the invalid provision, a provision shall be deemed to have been agreed upon that reflects to the extent possible the economic purpose of the invalid provision. The same shall apply in the event of a gap in this agreement.

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