

# License Agreement

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## Important:

This License Agreement ("Agreement") is a legal agreement between YOU and FRITZ! GmbH, Alt-Moabit 95, 10559 Berlin (Germany). YOU agree to be bound by the terms of this Agreement by downloading, copying, installing or otherwise using the FRITZ! Elements or FRITZ! Trademarks. If YOU do not agree, do not download, copy, install or otherwise use the FRITZ! Elements or FRITZ! Trademarks.

## Preamble

- FRITZ! is a communication technology specialist and one of the leading manufacturers of combined hardware and software solutions for high-speed broadband connectivity and smart home networking based on technologies such as DSL, cable, LTE and fibre optics respectively wireless LAN, DECT and powerline and related services ("Products").
- YOU are a commercial partner of FRITZ!.
- YOU intend to promote the distribution of FRITZ! Products in combination with your products and/or services.
- YOU intend to use certain elements of FRITZ! and/or the FRITZ! website such as FRITZ! texts, diagrams, images, photographs, videos, flash graphics and other elements as far as provided by FRITZ! ("Elements") and/or certain FRITZ! trademarks provided by FRITZ! ("Trademarks") exclusively in connection with the promotion of sale and distribution of FRITZ! Products.

## 1. License Rights

1.1. With regard to Elements and Trademarks, FRITZ! is the owner or licensor of certain copyrights and other FRITZ! intellectual property rights („IPR“).

1.2. Under all IPR and during the term of this Agreement, FRITZ! grants YOU the non-exclusive, royalty-free, non-assignable right to use certain Elements and Trademarks (in accordance with Section 24 German Trademark Act) exclusively in connection with the promotion of sale and distribution of Products.

1.3. The use of Elements and Trademarks pursuant to Section 1.2 is granted YOU for promotion purposes related to FRITZ! Products together with YOUR products and/or services.

1.4. Any use of Elements and Trademarks shall be strictly in accordance with such standards and other directions as FRITZ! may from time to time prescribe relative to the size, design, position, colour and other appearance of Elements and Trademarks. Those standards and other directions such as the FRITZ! Corporate Identity Guidelines shall be made available on YOUR request and may be modified from time to time at FRITZ!'s discretion.

1.5. YOU shall not be entitled to modify or otherwise alter the Elements or Trademarks in whole or in part without prior written consent of FRITZ!.

1.6. FRITZ! reserves all IPR except as expressly granted herein.

## 2. Limitations of License

YOU may not:

- 2.1. use Elements or Trademarks without connection with Products;
- 2.2. alter, modify or delete copyright notices or other references to indicate ownership, license or other rights related to IPR;
- 2.3. use Elements or Trademarks in a way that may cause confusion about whether YOUR products or services are Products or whether YOUR website is an (affiliate) FRITZ! website;
- 2.4. do or say anything that implies that FRITZ! is affiliated with, sponsors, endorses or approves of YOU or YOUR products other than as permitted by this Agreement;
- 2.5. do or say anything that may cause confusion about whether FRITZ! owns the Elements or Trademarks;
- 2.6. register, adopt or use any name, element, trademark, domain name or other designation that includes or violates FRITZ!'s rights in the Elements or Trademarks;
- 2.7. use the Elements or Trademarks in a way that would damage FRITZ!'s reputation or goodwill in the Elements or the Trademarks;
- 2.8. alter, animate or distort the Elements or Trademarks or combine Elements or Trademarks with any other symbols, words, images, designs or other elements; or
- 2.9. use Elements or Trademarks after the termination of this Agreement.

## 3. Liability

3.1. In relation to any claims for damages between YOU and FRITZ!, or the respective representatives, agents or employees resulting from a breach of duty or from any breach of duties in torts, the following provisions shall apply.

3.2. In cases of intent or in any other case where such liability is mandatory under the applicable law, FRITZ! shall be liable in terms of the provisions of law.

3.3. Notwithstanding Section 3.2 above, the rules of section 435 ("Haftung für Rechtsmängel") and section 434 ("Haftung für Sachmängel") of the German Civil Code („Bürgerliches Gesetzbuch“) shall apply accordingly, provided that FRITZ! shall only be liable in cases of intent and fraudulence.

3.4. In any other cases as set out in the Sections 3.2 and 3.3 above, FRITZ!'s liability shall be excluded.

3.5. In addition hereto the statutory provisions concerning donations (sections 516 et seq. German Civil Code) shall apply accordingly.

## 4. Term and Termination

4.1. The term of this Agreement shall commence on the date accepted by YOU ("Effective Date") and shall continue until terminated by FRITZ! in writing at any time, with or without cause.

4.2. Upon termination of this Agreement, YOU shall cease use of the Elements and/or Trademarks, and if so requested, promptly return to FRITZ!, or certify destruction of, all full or partial copies of the Elements and Trademarks (if any).

## 5. Assignment and Third Parties

5.1. This Agreement, whether in whole or in part, may not be assigned by YOU without the prior written consent of FRITZ!.

5.2. In case of a legally valid and binding transfer of rights and obligations, YOU undertake to impose all rights and obligations mentioned herein upon associated companies, any legal successors, assigns, licensees and/or third parties authorised by FRITZ!.

## 6. General Provisions

6.1. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

6.2. This Agreement constitutes the entire agreement between YOU and FRITZ! with respect to the subject matter contemplated herein, and supersedes all prior or contemporaneous communications, proposals, representations, understandings or agreements, either oral or written, between YOU and FRITZ! with respect to such subject matter herein.

6.3. This Agreement shall be exclusively governed by German substantive law, to the exclusion of the rules governing conflicts of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Sole venue for all disputes arising directly or indirectly out of this agreement shall be Berlin, Germany. 6.4. Should any provision of this Agreement be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision which comes as near as possible to the economic interest of YOU and FRITZ! at the Effective Date. The same should apply in case of an omission in this Agreement.