This End User License Agreement (this “EULA”) is a binding contract between Lennox International Inc. (“Lennox”) and you governing your use of the software related to the intelliGen Controls Platform, including without limitation the software used to administer the system, the firmware incorporated into the system’s components, any mobile or desktop applications related to the system, the online portal located at www.intelligen.online and www.intelligencontrols.com, and any other related Lennox websites (collectively, and together with any updates thereto, the “System”). The System is licensed, not sold, to you solely for use in accordance with the terms of this EULA. By installing or using the System, you accept this EULA and agree to its terms and conditions. In the event of any conflict between this EULA and other agreements governing your use of the System, the terms of this EULA will control.

1. License and Restrictions

The System is only licensed to you under the terms of this EULA. Subject to your continued compliance with this EULA, Lennox grants you a non-exclusive, non-transferable, non-sublicensable, revocable, personal and limited license to access and use the System solely for its intended purpose in accordance with any applicable documentation published by Lennox (the “Documentation”). The System consists of proprietary assets of Lennox which may be protected by copyright law, trade secret law, and patent law, and Lennox reserves all rights in the System, except that you have the right to use it in accordance with the Documentation. The System may include software and other components provided by third parties. You acknowledge that these third parties may have a proprietary interest in the System and that your use of the System is subject to the applicable third party terms and conditions.

You may not, directly or indirectly: (i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code, decrypt, modify or create derivative works based on the System, (ii) distribute, make available, rent, lease, lend, sell, or sublicense the System or otherwise exploit any of the System or make the System available to a third party, including but not limited to using the System for timesharing, service bureau or other similar purposes, (iii) conceal or remove any title, trademark, copyright, proprietary or restricted rights notice contained in any part of the System, (iv) disable, tamper or circumvent any of the security mechanisms provided with or embedded in the System, or (v) send to Lennox or any third party any software, viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. You acknowledge and agree that your rights under this EULA do not include rights to source code.

Lennox may, but is under no requirement to, update or replace the System and Documentation from time to time without notice to you, including by automatically and remotely installing such updates to your System.

The System may include software files subject to certain open source license agreements. Such open source software files are subject to the notices and additional terms and conditions that are referenced to within the open source software file and applicable open source license agreements. For more information about Lennox’s use of open source software in the System, please visit [URL].

2. Information and Privacy

As part of registering the System or your user account, you may be asked to provide certain personal information including, but not limited to, your name, e-mail address, phone number, and mailing address (together with any other personal information you voluntarily provide, collectively, “Personal Information”). You may choose not to provide Personal Information, but some features of the System may be unavailable.
In addition to the Personal Information you provide, Lennox and its subsidiaries, affiliates, and agents may collect and use diagnostic, technical, and other usage information related to your use of the System (“Non-Personal Information”). You agree that Lennox and its subsidiaries, affiliates and agents may collect, maintain, process, use and share such Personal Information and Non-Personal Information in accordance with the Lennox Privacy Policy available at [http://www.lennox.com/privacy-policy].

Notwithstanding the foregoing, you acknowledge and agree that any information that has been aggregated or otherwise de-identified by Lennox, such that the resulting data does not identify any individual or entity, will be owned by Lennox and that Lennox may use and share such information for any reason it sees fit.

3. Feedback

You hereby grant to Lennox an exclusive, royalty-free, fully paid-up worldwide, transferable, sublicensable, irrevocable, and perpetual license to any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the operation of the System, to copy, distribute, reproduce, display, modify, transmit, use and create derivative works of any of the foregoing in connection with Lennox’s performance under this EULA or otherwise in connection with Lennox’s or its affiliates’ business purposes.

4. Monitoring

The System may be configured to allow for remote monitoring by Lennox or third parties. Lennox will not remotely monitor the without prior notification on www.inteligen.online, in which case such monitoring will be governed by such agreement. If you choose to contract with a third party for monitoring services, such contract will be solely between you and such third party, and Lennox will have no liability under such contract.

5. Security

Lennox uses commercially reasonable measures to secure the System. However, you acknowledge that no internet transmissions can be guaranteed to be 100% secure and free from third party interception or alteration, and thus you use the online functions of the System at your own risk. You are solely responsible for maintaining the security and integrity of your user accounts and passwords, and you will be fully responsible and liable for any actions taken using such login credentials.

6. Term and Termination

This EULA commences on the earlier of the date that you accept the terms of this EULA or otherwise access or use the System, and continues until terminated by either party hereto. You may terminate this EULA by discontinuing all use of the System and uninstalling all copies in your possession or control. Lennox may terminate this EULA with or without notice to you if you materially breach this EULA.

7. DISCLAIMERS

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SYSTEM IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM IS PROVIDED “AS IS”, “WHERE IS”, AND “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LENNOX DOES NOT GUARANTEE ANY PARTICULAR RESULTS
FROM YOUR USE OF THE SYSTEM, OR THAT USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT FULL FUNCTIONALITY OF THE SYSTEM REQUIRES AN ACTIVE INTERNET CONNECTION AND THAT LENNOX DOES NOT AND CANNOT GUARANTEE INTERNET AVAILABILITY. AS INTERNET CONNECTIONS ARE INHERENTLY SUBJECT TO INTERFERENCE, YOU ACKNOWLEDGE AND AGREE THAT LENNOX MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SECURITY OF YOUR INTERNET CONNECTION OR THE SYSTEM. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS NOT INTENDED OR SUITABLE TO BE RELIED UPON IN EMERGENCY SITUATIONS OR ENVIRONMENTS OR OTHER CASES WHERE DELAYS, ERRORS OR INACCURACIES PROVIDED BY THE SYSTEM COULD LEAD TO DEATH, INJURY OR DAMAGE.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT LENNOX MAKES NO WARRANTIES OF INTEROPERABILITY BETWEEN THE SYSTEM AND ANY HARDWARE OR SOFTWARE THAT IS NOT PROVIDED BY LENNOX.

YOU MAY CHOOSE TO ENABLE THIRD PARTIES TO REMOTELY ACCESS THE SYSTEM FOR MAINTENANCE, MONITORING, AND OTHER PURPOSES. LENNOX DOES NOT AND CANNOT MAKE ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES WITH REGARD TO SUCH THIRD PARTIES AND SUCH REMOTE ACCESS. IF YOU GRANT SUCH ACCESS TO THE SYSTEM, YOU HEREBY EXPRESSLY RELEASE LENNOX FROM ANY AND ALL CLAIMS RELATING TO SUCH THIRD PARTY’S ACTS OR OMISSIONS.

8. **Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL LENNOX BE LIABLE FOR PERSONAL INJURY (INCLUDING DEATH AND DAMAGE, LOSS OR DESTRUCTION TO PROPERTY), OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SYSTEM OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS USED IN CONJUNCTION WITH THE SYSTEM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE DAMAGES WERE FORESEEABLE. IN NO EVENT WILL LENNOX’S TOTAL AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU TO LENNOX FOR THE SYSTEM OR RELATED SERVICES IN THE PAST TWELVE MONTHS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

9. **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LENNOX, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, AWARDS, PENALTIES, INTEREST, FINES, COSTS, FEES OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS’ FEES, RESULTING FROM ANY CLAIM, DEMAND, SUIT, ACTION, ALLEGATION, OR ANY OTHER PROCEEDING THAT ARISES OUT OF OR RELATES TO YOUR BREACH OF THIS EULA, YOUR USE OF THE SYSTEM IN AN UNAUTHORIZED MANNER INFRINGING, VIOLATING OR
MISAPPROPRIATING ANY THIRD PARTY RIGHTS, OR OTHER VIOLATION OR NONCOMPLIANCE WITH ANY APPLICABLE LAW.

10. General

The System and its components may be subject to United States or foreign laws related to import and export controls. You will strictly comply with these and any other applicable laws in your use, export, or import of the System. The parties hereto are independent contractors. This EULA does not create a joint venture or partnership between the parties; no party is by virtue of this EULA authorized as an agent, employee or representative of the other party. This EULA is exclusively governed by and construed in accordance with the laws of the State of Texas, excluding its conflict of laws principles, and not including the United Nations Convention on Contracts for the International Sale of Goods. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect. Lennox may provide any notices hereunder or otherwise related to the System by emailing you at the email address associated with your account. No waiver by Lennox of any of its rights hereunder will be effective unless in writing signed by an authorized representative of Lennox. Lennox may amend this EULA from time to time by posting an amended version at https://intelligene.heatcraftrpd.com/medias/ intelliGen-EULA.pdf. Your continued use of the System after an amended version of this EULA has been posted constitutes acceptance of such amendment. Lennox may assign this agreement without notice or your consent. If you have any questions about this EULA, please contact Lennox at HRPD.Feedback@heatcraftrpd.com.