

## **HONEYWELL MAXPRO CLOUD (ALSO TRADED AS HONEYWELL CONNECTED SECURITY SYSTEM) HOSTED SERVICES END USER LICENSE AGREEMENT**

This End User License Agreement (“EULA”) is a legal agreement between you (for and on behalf of your company or business) (hereinafter “you” or “End User”) and Honeywell Security UK Ltd. (“Honeywell”). By clicking “I AGREE,” you acknowledge that you have read and accept the terms and conditions of this EULA in its entirety. By clicking “I AGREE,” you acknowledge that you have read and accept the data privacy terms and conditions in this EULA. By clicking “I AGREE” you are accepting the terms and conditions on behalf of your company or business and any employee that has access to sub-accounts. You are liable for usage of sub-accounts. You hereby represent and warrant that you are of legal age and are authorized to enter into this EULA on behalf of yourself, your company or business and any party to whom you grant access to the System (as defined below). You (for and on behalf of your company or business) hereby warrant and represent that you will use the System for business purposes only, that you will not make the System accessible to or available for use by consumers, and that you do not enter into this EULA as a consumer. **By installing, copying, distributing or otherwise using the System, you (for and on behalf of your company or business) agree to be bound by the terms and conditions in this EULA.**

### **1. LICENSE, LIMITS.**

This EULA is for the use of certain Honeywell products and services, including Honeywell software for use on any Honeywell products and communications networks, Honeywell software allowing web-based interface and underlying functionality and access to Honeywell services, Honeywell web and mobile device applications software, and any Honeywell networks related to any of the foregoing (collectively, the “Honeywell Services” or “Services”) and the licensure of software products identified above, which includes computer and application software and may include associated media, printed materials, and "online" or electronic documentation, and any future versions, releases, updates, patches, error fixes and bug fixes of the above software ("Honeywell Software"). For convenience, we refer to the combination of products, software, and services we provide to you as the “System.”

The System includes software owned by Honeywell and software licensed to Honeywell, and is protected by United States and international copyright laws and treaties, as well as other intellectual property laws and treaties. The System is licensed to you, not sold. Subject to the terms of this EULA, Honeywell grants you a limited, non-exclusive, non-transferable license (without the right to sublicense except as set forth below) to use the System, and its related Honeywell Software, solely for commercial purposes (but not for re-sale or re-distribution) in the applicable territory. The foregoing license includes the right to access the hosted web and mobile or other platform owned or managed by Honeywell and or licensed to Honeywell, as well as service offerings provided by third parties. Unregistered use, reproduction and distribution of the System is not permitted by Honeywell and is in violation of U.S. and international copyright laws and is subject to civil and criminal penalties. Honeywell grants you, under this EULA, a limited, non-exclusive, non-transferable license (without the right to sublicense) to use the Honeywell hosted services for your commercial purposes, and not for re-sale or re-distribution. All rights of any kind in the System and all other rights of Honeywell, which are not expressly granted in this EULA, are entirely and exclusively reserved to and by Honeywell (including the software object code and source code). You may not rent, lease, copy, modify, or translate the System (except as specifically provided by software), or create derivative works based on the System. You may not alter or remove any of Honeywell’s copyright or proprietary rights notices or legends appearing on or in the System. You may not reverse engineer, decompile or disassemble the System. Except as expressly set forth herein, you may not make access to the System available to any third party, nor are you authorized to make the output generated by or the results of any performance or functional evaluation of the System available to any third parties, nor are you

permitted to allow any third party to engage in any activity that you are expressly prohibited from engaging in herein.

The following rules apply to your use and any use authorized or permitted by you of the System:

- Do not "harvest" (or collect) information from the System using an automated software tool or manually on a mass basis (unless Honeywell has given you separate written permission to do so). This includes, for example, information about other users of the System and information about the offerings, products, services and promotions available on the System.
- Do not use automated means to access the System, or gain unauthorized access to the System or to any account or computer system connected to the System.
- Do not "stream catch" (download, store or transmit copies of streamed content).
- Do not obtain, or attempt to obtain, access to areas of the System that are not intended for access by you.
- Do not "flood" the System with requests or otherwise overburden, disrupt or harm the System.
- Do not circumvent or reverse engineer the System.
- Do not restrict or inhibit another permitted user or users from using and enjoying the System.

Honeywell has the right to deny access to, and to suspend or terminate your access to, the System, or to any features or portions of the System at any time and for any reason, including for any violation by you of this EULA.

The System may contain or be derived from materials of third party licensors. Such third party materials may be subject to restrictions in addition to those listed in this EULA. You agree that any third party supplier shall have the right to enforce this EULA with respect to such third party's software. Because we may not have tested or screened the materials or software of third party licensors, your use of any materials or software of third party licensors is at your sole risk.

If you wish to use the System in conjunction with third-party applications, any use by you of such third-party applications is solely between you and the applicable non-Honeywell provider. Honeywell does not warrant or support third-party applications or other non-Honeywell products or services, whether or not they are designated by Honeywell as "certified" or otherwise, unless expressly provided otherwise in writing to you. Any third-party applications will be provided "as is" without any representations, warranties or indemnity. Honeywell cannot guarantee the continued availability of such third-party applications, and may cease providing access to them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of the third-party applications ceases to make the applications available for interoperation with the System in a manner acceptable to Honeywell.

The System may contain Open Source Software that is provided to you under the terms of the open source license agreement or copyright notice accompanying such Open Source Software. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user to a third party or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group.

## **2. PASSWORD AND ACCESS.**

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form and (b) maintain and promptly update such information. You must create a username and password to access the System. If you are provided with a temporary username and password you must

promptly modify the temporary credentials and create your own username and password. You are responsible for maintaining the confidentiality of your password and account and you are fully responsible for all activities that occur under your password, account or any subaccount. You agree to (a) immediately change your password in the event of any breach of security, (b) notify your dealer, central station (if applicable) or Honeywell, as the case may be, if you have experienced a breach of security, (c) not share your username and password with any third party; and (d) ensure that you exit from your account at the end of each session. You agree that the terms of this EULA will be binding upon and govern the relationship between Honeywell and any third party to whom you grant access to your account or permit to maintain a subaccount. You further agree to take any and all action necessary to ensure compliance with, and enforce the terms of, this EULA, and to indemnify Honeywell for any and all costs, damages, losses or expenses incurred in respect of such third party user. Honeywell will not be liable for any loss or damage arising from your failure to comply with this Section.

If your equipment does not work it may interfere with System network operations. A local authority in your relevant jurisdiction may require that Honeywell have immediate access to your equipment in the event of an emergency. You agree to provide such access as is necessary (e.g. in an emergency, for maintenance purposes etc.) to either your central station or dealer or Honeywell network representatives as required.

You acknowledge and agree that you have the option to add additional parties to your account and such parties will have full or partial access to the System. You further acknowledge and agree that Honeywell has no responsibility to you with respect to the actions of such parties, and that you are solely responsible for the actions of such third parties when they access the System. Further, you acknowledge and agree that you have the option to include your contractor's or dealer's information in your account information along with certain personally-identifiable information in order to be able to identify the source of the alert and that all such information will be treated in accordance with Section 4 of this EULA. Your contractor or dealer may contact you in the event it receives such alerts. You acknowledge and agree that Honeywell has no responsibility with respect to any actions or inactions on the part of such contractor or dealer.

You acknowledge and agree that Honeywell and its affiliates, service providers, suppliers, and dealers are permitted at any time and without prior notice to remotely push software and firmware updates, enhancements, changes, modifications, additional functionality or bug fixes to the System. You hereby consent to the foregoing and release Honeywell and its affiliates, service providers, suppliers, and dealers from any and all liability arising from such action.

### **3. TERM AND CANCELLATION; MODIFICATIONS TO SYSTEM; FEES.**

This EULA is effective on the day you first use the System and will continue for so long as you are permitted to continue to use the System and Services and make any required System service payments. Honeywell may terminate this EULA at any time if you fail to comply with any of the terms hereof, including failure to make required System service payments, if applicable, effective immediately. If you have a contract with a dealer for certain Services, your right to use the Services is subject to your dealer or central station's payment of all fees due to Honeywell for such Services and Honeywell may suspend or terminate your access to the Services in the event such party fails to pay for Services being provided by Honeywell or you fail to pay such party any sums otherwise due. If you terminate your arrangement with a dealer or central station and enter into a contract with a new dealer or central station, you may request your dealer or central station to transfer your data hosted on the System to the new dealer or central station provided the new dealer or central station has entered into the required contracts with Honeywell.

Your payment to your dealer or central station monitoring company does not guarantee your right to the System or Services. You may incur additional fees from third party providers in connection with your use of the System or Services, an independent handheld device, or the internet, for data transmission, video clip

or still image transmission, internet usage, SMS, short code or other transmission fees, charges or taxes. If Honeywell ceases supplying Services to you due to you or your dealer or central station's failure to pay for Services or your dealer's or central station's failure to otherwise comply with its Dealer Agreement (as defined below) with Honeywell, Honeywell will have no liability to you and you must look to your dealer or central station for the return of any amounts pre-paid by you to the central station or dealer. Depending on the Services contracted or subscribed to by you, Honeywell may also suspend or terminate a user account because of user inactivity or excessive activity. Depending on the Services contracted or subscribed by you, you may terminate this EULA upon written notice to Honeywell. Upon termination of this EULA, the license granted hereunder will terminate and you must stop all use of the System immediately. Honeywell reserves the right at any time and from time to time to charge for use of the System, and modify or discontinue, temporarily or permanently, the System (or any part thereof) with or without notice. You agree that Honeywell will not be liable to you or to any third party for any modification, suspension or discontinuance of the System. YOU UNDERSTAND AND AGREE THAT IF YOU MOVE YOU WILL DELETE YOUR ACCOUNT AND NO LONGER ACCESS THE HONEYWELL SYSTEM WITH RESPECT TO YOUR PRIOR ADDRESS. IF YOU HAVE A CONTRACT WITH A DEALER OR CENTRAL STATION YOU MUST NOTIFY IT IF YOU ARE MOVING TO TERMINATE YOUR ACCOUNT.

#### 4. DATA PRIVACY

For the purpose of this Section 4, the following terms shall have the following meanings:

**“Applicable Privacy Laws”** means as applicable and binding on End User, Honeywell and/or the System: a) in the UK: i) the Data Protection Act 1998 (**“DPA 1998”**) and any laws or regulations implementing Council Directive 95/46/EC, when and as each is effective (**“Directive”**); and/or ii) as of 25 May 2018, the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (**“GDPR”**) and/or any corresponding or equivalent national laws or regulations, when and as each is effective (**“Revised UK DP Law”**); b) in other EU countries: the Directive or, as of 25 May 2018, the GDPR, and all relevant Member State laws or regulations giving effect to or corresponding with them, when and as each is effective;

**“DP Losses”** means all liabilities, including all: (a) costs (including legal costs), claims, demands, actions, settlements, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (b) to the extent permitted by applicable law: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority; (ii) compensation to a Data Subject ordered by a Supervisory Authority; and (iii) the costs of compliance with investigations by a Supervisory Authority;

**“System Information”** means Personal Data received from or on behalf of the End User, or otherwise collected, by Honeywell in connection with providing the System; and

**“Data Controller”** (or **“controller”**), **“Data Processor”** (or **“processor”**), **“Data Subject”**, **“Personal Data”**, **“process”** and **“Supervisory Authority”** all have the meanings given to those terms in Applicable Privacy Laws (and related terms such as **“processing”** have corresponding meanings).

Honeywell makes the System available to End User at the direction of the dealer or central station with whom End User has contracted for access to the System (**“Dealer”**) and in accordance with the agreement entered into between Honeywell and the Dealer (the **“Dealer Agreement”**). When you use the System, Honeywell processes System Information on behalf and upon the instructions of the Dealer as set out in the

Dealer Agreement. Accordingly, End User acknowledges and agrees that Honeywell makes the System available to End User, and processes System Information in connection therewith, as a Data Processor.

By entering into this EULA, End User hereby directs Honeywell to share System Information with the Dealer for the purposes of permitting the Dealer to provide to End User the services set forth in the separate agreement between End User and the Dealer. End User acknowledges and agrees that Honeywell is not responsible for any use, disclosure, or other processing of System Information by the Dealer. The Dealer's obligations with respect to data collected, transmitted or stored by End User on or through the System (including System Information or other Personal Data) are governed by its agreement with End User. For more information as to how your System Information is processed in connection with the System, please contact your Dealer directly.

If End User wishes to use the System in conjunction with third-party applications, End User will be asked to provide consent to the disclosure by Honeywell of System Information to third parties that provide such third-party applications ("App Providers"). If and to the extent End User consents to such disclosure, End User hereby directs Honeywell to share System Information with such App Providers for the purpose of enabling them to provide to End User the services set forth in the separate agreement between End User and such App Providers. End User acknowledges and agrees that Honeywell will share System Information with such App Providers solely on the instruction and on behalf of End User and that accordingly such access is afforded by Honeywell in its capacity as a Data Processor. App Provider's obligations with respect to System Information or other Personal Data made available to it on or through the System are governed by its agreement with End User. End User acknowledges and agrees that Honeywell is not responsible for the acts or omissions of App Providers with respect to any System Information provided by Honeywell to such App Providers in accordance with this paragraph. For more information as to how your System Information is processed by your App Providers, please contact them directly.

End User acknowledges and agrees that it is the Data Controller of System Information and that it shall comply with Applicable Privacy Laws when collecting, transmitting, storing or otherwise processing System Information and other Personal Data in connection with the System. End User warrants, represents and undertakes that: a) all data collected by End User, or otherwise made available to, Honeywell in connection with the System (including System Information and other Personal Data) shall, prior to such data being provided to or accessed by Honeywell, comply in all respects, including in terms of its collection, storage and processing (which shall include, without limitation, the End User providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with all applicable laws, including Applicable Privacy Laws; and b) Honeywell's processing of data (including System Information and other Personal Data) collected by the End User, or otherwise made available to Honeywell, i) in connection with the System, and ii) (if applicable) for the purposes of sharing it with End User's selected App Providers (as described above), shall not result in any breach by Honeywell of any applicable law, including Applicable Privacy Laws.

End User acknowledges that it is solely responsible for using the System and related services in accordance with applicable laws and regulations (including Applicable Privacy Laws). End User shall not collect, transmit, or store on or through the System any data (including System Information or other Personal Data) which causes Honeywell to be in breach of applicable law (including Applicable Privacy Laws). If End User has installed, deployed, or otherwise used the System, or fails to comply with this EULA, in any manner that violates any applicable law and/or regulation (including Applicable Privacy Laws), or that causes Honeywell to be in breach of any applicable law and/or regulation (including Applicable Privacy Laws), Honeywell may terminate this EULA immediately, deactivate End User's access to the System,

and/or destroy any or all System Information collected by, or otherwise made available to, Honeywell in connection with End User's use of the System.

End User acknowledges and agrees that Honeywell may anonymize System Information collected by, or otherwise made available to, Honeywell in connection with End User's use of the System in a manner that results in a data set that does not identify any individual ("Anonymized Data"), and End User agrees that, to the extent permitted by applicable law, Honeywell may use, disclose, and otherwise process Anonymized Data for any and all purposes without limitation.

Honeywell shall have no liability whatsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses (including DP Losses), costs, expenses or liabilities arising from or in connection with any processing of data (including System Information or other Personal Data) in accordance with this EULA or the Dealer Agreement.

End User shall indemnify and keep indemnified Honeywell in respect of all DP Losses suffered or incurred by, awarded against or agreed to be paid by, Honeywell and its sub-processors arising from or in connection with any: i) non-compliance by End User with Applicable Privacy Laws; and ii) breach by you of any of your obligations under this Section 4.

## **5. WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS.**

THE SYSTEM IS PROVIDED AS IS, AND WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND HONEYWELL EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE, PERFORMANCE OR NON-PERFORMANCE OF THE SYSTEM REMAINS WITH YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, HONEYWELL DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SYSTEM.

HONEYWELL AND ITS THIRD PARTY SERVICE PROVIDERS HAVE NO LIABILITY FOR THE CHOICE OF PRODUCTS INSTALLED AT YOUR PREMISES, THEIR INSTALLATION AND CONNECTION, OR OPERATION OF YOUR CENTRAL STATION OR DEALER. YOU EXPRESSLY UNDERSTAND AND AGREE THAT HONEYWELL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR (1) THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF ANY CONTENT OR INFORMATION OR MATERIAL PROVIDED BY OR ACCESSIBLE THROUGH THE SYSTEM; AND (2) THE USE OF OR INABILITY TO USE THE SYSTEM; AND (3) THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL; AND (4) BREACHES OF SECURITY; (5) INFORMATION COMMUNICATED THROUGH MESSAGE BOARDS OR OTHER FORUMS; AND (6) ANY OTHER FAILURE TO PERFORM BY HONEYWELL. NOTHING IN THIS EULA SHALL EXCLUDE OR LIMIT IN ANY WAY (I) THE LIABILITY OF HONEYWELL TO YOU IN RESPECT OF PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE; (II) HONEYWELL'S LIABILITY TO YOU FOR FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY LIABILITY OF HONEYWELL THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, WHICH MAY INCLUDE CUSTOMER PROTECTION LEGISLATION IN YOUR JURISDICTION.

UNDER NO CIRCUMSTANCES WILL HONEYWELL BE HELD LIABLE FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SYSTEM, ANY DELAY OR FAILURE IN PERFORMANCE RESULTING

DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

HONEYWELL MAKES NO GUARANTEE THAT THE SYSTEM WILL BE COMPATIBLE WITH ALL COMPUTERS OR HANDHELD DEVICES. YOU SHOULD FIRST TEST THOSE DEVICES FOR COMPATIBILITY BEFORE USING THEM AWAY FROM YOUR LOCATION. IN THE EVENT YOU (1) UTILIZE A NON-HONEYWELL APPLICATION TO CONTROL YOUR HONEYWELL PRODUCT (E.G., APPLICATIONS THAT WORK WITH APPLE'S HOMEKIT); (2) CONNECT A NON-HONEYWELL DEVICE TO YOUR SYSTEM; (3) UTILIZE A THIRD PARTY API; (4) BECOME PART OF A DEMAND RESPONSE PROGRAM; OR (5) BECOME PART OF A THIRD PARTY CONNECTED HOME OR BUSINESS ECOSYSTEM, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL HONEYWELL BE RESPONSIBLE FOR THE ACCURACY, FUNCTIONALITY, RELIABILITY, AVAILABILITY, INTEROPERABILITY, LEGALITY OR USEFULNESS OF SUCH APPLICATION, DEVICE, API, OR ECOSYSTEM NOR WILL HONEYWELL BE LIABLE FOR ANY DAMAGES THAT MAY OCCUR AS A RESULT OF SUCH USE. USE OF A THIRD PARTY APPLICATION, DEVICE, API, OR ECOSYSTEM IS ENTIRELY AT YOUR OWN RISK AND EXPENSE.

IF HONEYWELL SHOULD NEVERTHELESS BE FOUND LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS, DAMAGE OR INJURY ARISING UNDER THIS EULA OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE), ITS TOTAL MAXIMUM LIABILITY IS LIMITED TO \$1000.00 WHICH WILL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST HONEYWELL. IN ADDITION, IN NO EVENT WILL HONEYWELL OR ITS PRINCIPALS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, SUBSIDIARIES, OR SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER RELATING TO THE USE OF THE SYSTEM OR ANY COMPONENT THEREOF OR TO YOUR RELATIONSHIP WITH HONEYWELL, EVEN IF HONEYWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HONEYWELL RETAINS THE RIGHT TO UTILIZE ANY AND ALL INFORMATION OR DATA COLLECTED OR OTHERWISE RECEIVED BY HONEYWELL IN CONNECTION WITH THE SYSTEM (OTHER THAN SYSTEM INFORMATION, THE USE AND OTHER PROCESSING OF WHICH SHALL BE GOVERNED BY SECTION 4 OF THIS EULA) FOR ANY BUSINESS PURPOSE, INCLUDING PRODUCT, SOFTWARE OR SERVICE DEVELOPMENT, MARKETING OR SALES SUPPORT OR CONDUCTING DATA ANALYSES DURING THE TERM OF THIS EULA AND AFTER ITS TERMINATION. HONEYWELL'S USE AND OTHER PROCESSING OF SYSTEM INFORMATION SHALL BE GOVERNED BY SECTION 4 OF THIS EULA. YOU SHOULD ENSURE THAT DATA IS STORED LOCALLY ON A SECURED DEVICE.

## **6. NO GUARANTEE.**

THERE IS NO GUARANTEE THAT THE SYSTEM WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION, OR THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE IT COMMUNICATES WITH ANY CENTRAL STATION IF YOUR SYSTEM IS CONNECTED TO ONE OR THAT IT WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS CAUSED BY BURGLARY, ROBBERY, FIRE, EXCESSIVE HEAT, COLD OR HUMIDITY OR OTHERWISE. FURTHER, THERE IS NO GUARANTEE THAT THE SYSTEM OR YOUR MOBILE DEVICE OR COMPUTER WILL TRANSMIT OR RECEIVE ALL SIGNALS SENT BY OR TO YOU OR YOUR CONTRACTOR, DEALER OR CENTRAL STATION REGARDING THE SYSTEM SERVICES YOU HAVE SUBSCRIBED TO, INCLUDING, BUT NOT LIMITED TO, SIGNALS REGARDING THE ACTIVATION OR DEACTIVATION OF YOUR ALARM SYSTEM OR HVAC SYSTEM. YOU ACKNOWLEDGE THAT HAVING A SECURITY SYSTEM DOES NOT GUARANTEE THAT YOU WILL NOT HAVE A BURGLARY, ROBBERY, FIRE OR OTHER EVENT AND IS NOT AN INSURANCE POLICY. YOU ACKNOWLEDGE THAT THE AVAILABILITY OF THE SYSTEM SERVICES IS DEPENDENT ON YOUR COMPUTER, MOBILE DEVICE, HOME WIRING, YOUR INTERNET SERVICE PROVIDER, YOUR SATELLITE PROVIDER IN THE CASE OF GEOLOCATION SERVICES, AND YOUR MOBILE DEVICE CARRIER AND YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH SUCH USE AND FOR COMPLIANCE WITH ANY AGREEMENTS RELATED TO SUCH USE. YOU FURTHER ACKNOWLEDGE THAT HONEYWELL AND ANY NETWORK SERVICE PROVIDERS CANNOT GUARANTEE THE SECURITY OF ANY WIRELESS TRANSMISSION AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF ANY SERVICE. YOU AGREE THAT YOU WILL NOT RESELL ANY OF THE WIRELESS SERVICES PROVIDED TO YOU AS PART OF THE SYSTEM. HONEYWELL MAKES NO GUARANTEE THAT THE SYSTEM WILL BE COMPATIBLE WITH ALL COMPUTERS OR HANDHELD DEVICES.

## **7. MISCELLANEOUS.**

The failure of Honeywell to enforce at any time any of the provisions of this EULA will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of Honeywell to take any action in the future to enforce any provisions hereunder.

Software and technical information delivered under this EULA are subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations, and you will be solely responsible for obtaining any import, export, re-export approvals and licenses required for such software any technical information, and retaining documentation to support compliance with those laws and regulations.

This EULA will be governed by and construed according to the laws of England and Wales, without regard to conflict of law principles. Any action against any party to this EULA will be commenced only in the courts of England, which courts will have exclusive jurisdiction over such actions and proceedings and the parties hereby irrevocably consent to personal jurisdiction over them by such courts. It is understood and agreed that, notwithstanding any other provisions of this EULA, breach of any provision of this EULA by you may cause Honeywell irreparable damage for which recovery of money damages would be inadequate, and that Honeywell will therefore be entitled to obtain timely injunctive relief to protect Honeywell's rights under this EULA in addition to any and all remedies available at law.

Honeywell has the right to audit your compliance with the terms and conditions of this EULA, including without limitation, ensuring that you are not using more than one copy of the Honeywell Software, or bypassing the software keys to engage in unauthorized, unlicensed use of the Honeywell Software, and to



immediately terminate your license in this EULA if an audit shows that you are in breach with any of the terms and conditions of this EULA, as well as to enforce all other rights and remedies available under this EULA or otherwise under law or at equity.

This EULA, your subscription agreement (if applicable) and Honeywell's terms and conditions of sale that accompanied your purchase of any equipment (including your central station monitoring agreement if applicable) forms the entire agreement between you and Honeywell and supersedes in their entirety any and all oral or written agreements previously existing between you and Honeywell with respect to your access to and use of the System and related Services.

Neither this EULA nor any of the rights, interests or obligations provided by this EULA may be transferred or assigned by you without the prior written consent of Honeywell. Honeywell may assign this EULA, in whole or in part, in its sole discretion. This EULA will be binding upon the parties and each of their present and future officers, directors, employees, parents, subsidiaries, agents, successors, assigns, contractors, licensees, affiliates, family members and guests and authorized users.

The provisions of this EULA will apply to the fullest extent permitted by law and be interpreted and applied to a lesser extent, where necessary to be valid. The invalidity or unenforceability of any provision of this EULA will not affect any other provision and all such other provisions will remain in full force and effect without change or modification thereof. You consent to the exclusive use of the English language in this EULA, as well as in all communications from Honeywell.

## **8. APPLE DEVICE TERMS; THIRD PARTY BENEFICIARY**

This Section applies to you only if you use the System on an Apple device (e.g., iPhone, iPad, iPod Touch) (any such device, an "Apple Device"); this Section does not apply to you if you do not use the System on an Apple Device. The parties acknowledge that this EULA is concluded solely between Honeywell and you, and not with Apple, and Apple is not responsible for the System and the content thereof. Any support that may be offered by Honeywell in connection with the System is solely the responsibility of Honeywell and it is acknowledged by the parties that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the System. The parties acknowledge that Apple has no obligation to furnish any warranty with respect to the System. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the System. The parties acknowledge that Apple is not responsible for addressing product claims. Apple is not responsible for addressing any claims of any end-user or any third party relating to the System or the end-user's possession and/or use of that System, including, but not limited to: (i) product liability claims; (ii) any claim that the System fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The parties acknowledge that, in the event of any third party claim that the System or your possession and use of that System infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Complaints or claims with respect to the System should be directed to Honeywell at the following address: [maxprocloudfeedback-eu@honeywell.com](mailto:maxprocloudfeedback-eu@honeywell.com). The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof.