



## END USER LICENSE AGREEMENT

Congratulations on your new Lennox® system!

This End User License Agreement (this "EULA") is a binding contract between Lennox International Inc. ("Lennox") and you governing your use of the Lennox smart thermostat software, the mobile application for the Lennox smart thermostat, and any Lennox sensor that may wirelessly connect to the Lennox smart thermostat (collectively, and together with any updates thereto, the "Products"). The Products are licensed, not sold, to you solely for use in accordance with the terms of this EULA. By installing or using the Products, 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 Products, the terms of this EULA will control.

**IMPORTANT: IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CHECK THE "I AGREE TO LENNOX EULA" BUTTON ON THE PREVIOUS PAGE AND DO NOT PROCEED WITH ACTIVATING YOUR CONNECTION AND REGISTERING YOUR THERMOSTAT. YOU WILL STILL BE ABLE TO USE THE STAND-ALONE FUNCTIONALITY OF THE THERMOSTAT, BUT IT WILL NOT OFFER REMOTE MONITORING OR OTHER FEATURES THAT UTILIZE THE INTERNET.**

### 1. License and Restrictions

The Products are 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 Products solely to use the thermostat for its intended purpose in accordance with any documentation accompanying the thermostat. The Products are proprietary assets of Lennox, and Lennox reserves all rights in the Products, except you have the right to use them in connection with the normal operation of the Lennox smart thermostat that you have purchased from a qualified Lennox dealer. The Products may include software and other products provided by third parties. You acknowledge that these third parties may have a proprietary interest in the Products and the Products may contain third party materials and your use of the Products is subject to the applicable third-party terms and conditions.

You may not use the Products, interfaces, or the related intellectual property for any products or accessories other than the Lennox smart thermostat. You may not (i) copy, decompile, reverse engineer, disassemble, attempt to derive the source code, decrypt, modify or create derivative works of the Products, (ii) distribute, make available, rent, lease, lend, sell, or sublicense the Products or otherwise exploit any of the Products or make the Products available to a third party, including but not limited to using the Products for timesharing, service bureau or other similar purposes, (iii) conceal or remove any title, trademark, copyright, proprietary or restricted rights notice contained in any of the Products or related components or modules, (iv) disable, tamper or circumvent any of the security mechanisms provided with or embedded in any of the Products or related module, or (v) send to Lennox or any of its affiliates, or cause to be sent to Lennox or any of its affiliates, 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. In your exercise of the rights granted under this EULA, you agree not to take any action that would result in any requirement to disclose or make available to other parties the Products in source code format.



Lennox may update or replace the Products and related documentation from time to time without notice to you. Lennox has no duty to maintain the Products. Lennox reserves the right to terminate this license at any time in its sole discretion.

Portions of the Lennox smart thermostat software 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 agreement(s). For more information about Lennox's use of open-source software in this Product, please visit <https://www.lennox.com/terms-and-conditions>.

#### User Information

As part of registering your Lennox smart thermostat, you may be asked to provide certain personal information including, but not limited to, your name, e-mail address, phone number, mailing address, and location and/or geo-location (and 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 Lennox smart thermostat and the Products may be unavailable, such as your geo-location. In addition, certain features, such as the "Smart Away" feature (if enabled), will continue to collect your Personal Information even while the application is not active.

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 Lennox smart thermostat and your use of the Products ("Non-Personal Information"). Non-Personal Information collected may include, without limitation, device information such as IP address, device ID, operating system, and application information for any device you use to access the Products, and usage information such as clicks, interactions, pages or screens viewed, requests made, and features used.

You agree that Lennox and its subsidiaries, affiliates and agents may collect, maintain, process, use and share such Personal Information and Non-Personal Information for their business purposes and to improve the functionality of the Products and other products, as further described in, and in accordance with, the Lennox Privacy Statement available at <https://www.lennox.com/privacy>. In addition to the terms set forth in the Privacy Statement, when you choose to register your thermostat with a particular dealer, you are granting that dealer access to and use of your Personal Information and Non-Personal Information, and you agree that dealers may collect, use and disclose your Personal Information and Non-Personal Information in accordance with this EULA and the Lennox Privacy Policy as though that information had been received by Lennox directly from you.

#### Account Deletion

Depending on applicable data protection and privacy laws, you may be entitled to a variety of legal rights regarding the collection and processing of your Personal Information, including but not limited to the right to know the Personal Information we collect and process about you, the right to access or correct such Personal Information, and the right to erasure.

You may exercise these rights, to the extent they apply to you, by contacting us via email at [privacy@lennox.com](mailto:privacy@lennox.com). Note that we may request certain reasonable additional information (that may include Personal Information) to help us authenticate your identity, your request(s), and/or to clarify or



understand the scope of such requests. We will respond to a valid request relating to your rights within one month of receipt, or within three months where a request is complex or challenging.

To learn more about how Lennox handles your data, see our Privacy Statement located at <https://www.lennox.com/privacy>.

## 2. 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 Products or the thermostat, 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.

## 3. Term and Termination

This EULA commences on the earlier of the date that you accept the terms of this EULA or otherwise use any of the Products and continues until terminated by either party hereto. You may terminate this EULA if you discontinue all use of the Products and permanently delete all copies of the Products in your possession or control. Lennox may terminate this EULA for convenience with or without notice to you. Additionally, this EULA will automatically terminate if you breach any material term of this EULA or otherwise materially breach this EULA.

## 4. DISCLAIMERS

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE 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.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT LENNOX MAKES NO WARRANTIES OF INTEROPERABILITY BETWEEN THE THERMOSTAT HARDWARE AND THE PRODUCTS (I.E., THE THERMOSTAT SOFTWARE, THE RELATED MOBILE APPLICATION, AND THE WEB PORTAL).

YOU MAY CHOOSE TO ENABLE THIRD PARTIES TO REMOTELY ACCESS YOUR ICOMFORT THERMOSTAT AND THE PRODUCTS FOR MAINTENANCE 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 YOUR THERMOSTAT, YOU HEREBY EXPRESSLY RELEASE LENNOX FROM ANY AND ALL CLAIMS RELATING TO SUCH THIRD PARTY'S ACTS OR OMISSIONS.

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT FULL FUNCTIONALITY OF THE THERMOSTAT AND THE PRODUCTS REQUIRES AN ACTIVE INTERNET CONNECTION AND THAT LENNOX DOES NOT AND CANNOT GUARANTEE INTERNET AVAILABILITY. AS HOME INTERNET CONNECTIONS CAN BE INHERENTLY SUBJECT TO INTERFERENCE, YOU ACKNOWLEDGE AND AGREE THAT LENNOX MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SECURITY OF YOUR INTERNET CONNECTION, YOUR THERMOSTAT, OR THE



PRODUCTS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CONNECTIVITY OF THE THERMOSTAT IS NOT INTENDED OR SUITABLE TO BE RELIED UPON IN SITUATIONS OR ENVIRONMENTS WHERE DELAYS, ERRORS OR INACCURACIES PROVIDED BY THE PRODUCTS OR THE THERMOSTAT COULD LEAD TO DEATH, INJURY OR DAMAGE.

#### 5. 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 DIRECT, 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 THERMOSTAT OR THE PRODUCTS OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS USED IN CONJUNCTION WITH THE THERMOSTAT OR THE PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE DAMAGES WERE FORESEEABLE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS WITH THE PRODUCTS IS TO DISCONTINUE USE OF THE PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### 6. 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 (EACH, A "LENNOX INDEMNITEE") AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, AWARDS, PENALTIES, INTEREST, FINES, COSTS, FEES OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, PROFESSIONAL FEES, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, 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 PRODUCTS IN AN AUTHORIZED MANNER INFRINGING, VIOLATING OR MISAPPROPRIATING ANY THIRD PARTY RIGHTS, OR OTHER VIOLATION OR NONCOMPLIANCE WITH ANY APPLICABLE LAW.

#### 7. Export Control

You agree that you will not use, export or re-export the Products except as authorized by United States law.

#### 8. Relationship of Parties

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.

#### 9. Governing Law and Severability



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.

## 10. Dispute Resolution

NOTE – Please read this section carefully as it affects your rights and the resolution of Disputes.

### 1. Contact Lennox: Please report any Dispute (defined below) to:

Lennox Industries Inc.  
ATTN: Consumer Affairs  
P.O. Box 799900  
Dallas, Texas 75379-9900

### 2. Mandatory Arbitration: Both the Owner and Lennox agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, Owner or Lennox may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.

Both the Owner and Lennox waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court and the arbitrator's discovery is subject to limited review by courts. However, the arbitrator must follow the law and can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief, and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of Owner's residence or other mutually agreed location. For claims of \$50,000 or less, the AAA's Supplementary procedures for consumer-related Disputes will apply. For claims over \$50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at <https://www.adr.org/> or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Texas, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this "Dispute Resolution" section, the arbitration provision, and the Limited Warranty, with the exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or enforceable. A court will resolve any question regarding the validity or enforceability of Paragraph 2a. The Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate will be broadly interpreted.



- a. **Arbitration Class Action Waiver:** The Owner and Lennox agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis. Unless the Owner and Lennox agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between Owner and Lennox. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Lennox and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory, or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration.

A court, not the arbitrator, will decide any questions regarding the enforceability of this Paragraph 2a. If a court deems any portion of this Paragraph 2a invalid or unenforceable, the entire arbitration provision in Paragraph 2 (other than this sentence) will be null and void and not apply.

- b. **Agency Proceedings:** This arbitration agreement does not preclude the Owner from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Lennox on the Owner's behalf.
- c. **Fees and Costs:** If the Owner's total damage claims in an arbitration are \$25,000 or less, not including the Owner's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Owner prevails, award the Owner's reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant Lennox its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Owner's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Lennox will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Owner must submit any request for payment of Arbitration Costs to the AAA at the same time the Owner submits its Demand for Arbitration. However, if the Owner wants Lennox to advance the Arbitration Costs for a Small Arbitration Claim before filing, Lennox will do so at the Owner's written request which must be sent to Lennox at the address in paragraph 1. In a Small Arbitration Claim case, Lennox agrees that the Owner may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing.

If the Owner's total damage claim in an arbitration exceeds \$25,000, not including the Owner's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Owner and Lennox (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Owner is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Lennox will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

- d. **OPT OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT OUT OF ARBITRATION BY PROVIDING WRITTEN NOTICE (THE "OPT-OUT NOTICE") TO LENNOX** that is post-marked no later than 30 calendar days after the Owner's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case



of a subsequent owner). The Opt-Out Notice must be mailed to Lennox listed on the unit nameplate:

Lennox Industries Inc.  
ATTN: Consumer Affairs  
P.O. Box 799900  
Dallas, Texas 75379-9900

The Opt-Out Notice must state (i) the Owner's name and address, (ii) the date that the Owner purchased the equipment (if the original owner) or the premises where the equipment was originally installed (in the case of a subsequent owner), (iii) the equipment's model name and number, (iv) the equipment serial number (which can be found on the unit nameplate), and (v) that the Owner elects to opt out of arbitration. The Owner must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither the Owner nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect the Limited Warranty, and the Owner will continue to enjoy the benefits of the Limited Warranty if the Owner opts out of arbitration. Any Opt-Out Notice received after the opt out deadline will not be valid.

3. **Non-Arbitration Class Action and Jury Waiver:** If for any reason any Dispute proceeds in court rather than arbitration, the Owner and Lennox waive any right to a jury trial, the Dispute will proceed solely on an individual, non-class, non-representative basis and neither the Owner nor Lennox may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general or representative proceeding.
4. **Severability:** The Owner and Lennox agree that, with the exception of any of the provisions in paragraph 2a ("Arbitration Class Action Waiver"), if any arbitrator or court decides that any part of this Dispute Resolution section is invalid or unenforceable, the other parts of this Dispute Resolution section shall still apply. If paragraph 2(a) is found to be invalid or unenforceable thereby rendering all of paragraph 2 of the Dispute Resolution section null and void, paragraph 3 of that section shall survive and remain in full force and effect.

#### Definitions

In addition to the terms defined above, the following definitions will apply to this Limited Warranty:

1. The terms "Dispute" and "Disputes" will be broadly interpreted to include any claims, disagreements, or controversies that the Owner and Lennox had, have, or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements, or controversies related in any way to or arising in any way out of:
  - a. the Equipment or components covered by this Limited Warranty.
  - b. any other Lennox equipment, component, or service.



- c. any Lennox advertising, representation, or marketing.
  - d. any contract, warranty, or other agreement the Owner had or has with Lennox.
  - e. any Lennox billing or other policy or practice.
  - f. any action or inaction by any Lennox officer, director, employee, agent, or other representative relating to any Lennox equipment, component, marketing, representation, or service.
  - g. any claims the Owner brings against a third party (such as a distributor, dealer, or repair service) that are based on, relate to or in any way arise out of any Lennox equipment, component, marketing, representation, or service.
  - h. any claims Lennox brings against the Owner; and
  - i. any aspect of the relationship between the Owner and Lennox.
2. "Dispute" and "Disputes" includes claims, disagreements or controversies that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.
  3. "Lennox" refers to Lennox International Inc., Lennox Industries Inc., as well as their parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.
  4. "Limited Warranty" refers to this document.
  5. "Owner" refers to (i) the person or entity that originally purchased the Equipment from a Lennox dealer or other licensed professional HVAC contractor and (ii) during the Warranty Period, the owner(s) and subsequent owner(s) of the premises where the equipment is originally installed.

#### 11. Complete Agreement and Amendments

This EULA constitutes the entire agreement between you and Lennox relating to the Products and supersedes all prior or contemporaneous understandings regarding such subject matter. Lennox may amend this EULA from time to time by posting an amended version at <https://www.lennox.com/terms-and-conditions>. Your continued use of the Products 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.