

End-User License Agreement

Last updated: December 20, 2020

Introduction

This End User License Agreement includes:

- A license to software that governs the use of the software and services by you
- The terms of service
- Strict limits on our financial and other liability related to any losses you may incur arising out of your use of the system and services

We are a member of the ADI group of companies and the corporate entity (referred to below as "Resideo", "our", "us", "we") that is your counterparty is:

- In the Americas, Ademco Inc., doing business as ADI Global Distribution; and
- In the UK and the EEA, the relevant ADI company from whom you (or your distributor) has purchased the relevant device(s)

Note that the Privacy Statement that describes how we use your personal information is linked to separately (look for the "Privacy" link on the relevant website/app).

IMPORTANT INFORMATION ON THE SYSTEM

Third Party Service Providers Used By Resideo. Resideo uses third party service providers to enable some aspects of Resideo Services – such as, for example, cloud services, data storage, synchronization, and communication through cloud service providers. These third party services are beyond Resideo's control, but their operation may impact or be impacted by the use and reliability of Resideo Services. Please note that (i) the use and availability of Resideo Services is dependent on third party service providers, (ii) these third party service providers do not guarantee 100% availability of their services, and (iii) Resideo is not responsible for damages and losses due to the operation of these third party services.

Intended use of Resideo System. The System is intended to be accessed and used for non-time-critical information and control of products. While Resideo aims for the Resideo System to be highly reliable and available, it will not be available 100% of the time. The System is subject to sporadic interruptions and failures for a variety of reasons beyond Resideo's control, including Wi-Fi intermittency, service provider uptime, mobile notifications and carriers, among others.

No Life-Safety or Critical Uses of the Services. The System is not certified for emergency response. In addition, the System cannot be considered a lifesaving solution for people at risk in the home or business, and it is not a substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services. For monitoring and security or fire alarm services, you may enter into a separate agreement with a certified Central Station.

Reliability of Notifications. The System, including remote access and mobile notifications, will not be 100% available. There may be instances in which you do not receive notification. The efficiency of notifications is dependent on the third-party products and services listed above and on your devices' functionalities. You are responsible for the functionalities of your computer or mobile device.

THE SYSTEM IS NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM – RESIDEO DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME OR BUSINESS IN THE EVENT OF AN EMERGENCY.

YOU SHOULD NOT RELY ON THE SYSTEM FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR PRODUCTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM.

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 entity or person that is responsible for monitoring and responding to messages sent from your intrusion alarm or fire alarm control panel or from similar equipment designed to warn of possible harm or impairment to persons or property ("Central Station"), if your alarm 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 signals regarding the activation or deactivation of your alarm system. You acknowledge that having a security or fire alarm 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 Resideo 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. Resideo makes no guarantee that the System will be compatible with all computers or handheld devices. You should first test those devices at home for compatibility before using them away from home.

Resideo will have no liability for any loss or damage based on a claim that the System failed to give warning or an alert of any type and you hereby release Resideo from all liability resulting therefrom.

RESIDEO CONNECTED HOME END-USER LICENSE AGREEMENT

This Resideo End-User License Agreement (this "Agreement") is a legal agreement between you and Resideo Technologies, Inc. and its subsidiaries ("Resideo") for the use of the Resideo Services and the license of the Resideo Software, both as defined below. For convenience, we refer to the combination of products, software, and services, or any combination thereof, that we provide to you as the "System."

By accepting this Agreement or installing or using the System, you agree to be bound by the terms and conditions in this Agreement. You agree that you are the end-user of the System and you represent that you are of legal age and are authorized to enter into this Agreement.

This Agreement covers use of several different Resideo products and services; as clarification, in some instances, certain provisions of this Agreement relate solely to a specific product or service.

1. LICENSE, LIMITS.

This Agreement is for the use of the Resideo connected solutions, including Resideo software for use on any Resideo products and communications networks, Resideo software allowing web-based interface and underlying functionality and access to Resideo services, Resideo mobile device applications software, and any Resideo networks related to any of the foregoing (collectively, the "Resideo 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 ("Resideo Software").

The System includes software owned by Resideo and software licensed to Resideo, 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 Agreement, Resideo 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 Resideo Software, solely for your personal use in monitoring your home or business. The foregoing license includes the right to install the Resideo Software on your personal computer and/or mobile device and to use the Resideo Software in conjunction with your licensed use of the System. Unregistered use, reproduction and distribution of the System is not permitted by Resideo and is in violation of U.S. and international copyright laws and is subject to civil and criminal penalties. You are specifically prohibited from making or distributing any copies of the System, except as permitted by applicable law. All rights of any kind in the System and all other rights of Resideo, which are not expressly granted in this Agreement, are entirely and exclusively reserved to and by Resideo (including the software object code and source code). You may not rent, lease, copy, modify, or translate the System, or create derivative works based on the System. You may not alter or remove any of Resideo'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 to the extent expressly permitted by mandatory provisions of applicable law (including national laws implementing European Union Directive 91/250/EEC on the legal protection of computer programs) in order to gain certain information for limited purposes specified in these laws. You may not exercise your rights under these laws, unless you have first requested, in writing, and Resideo has refused to provide within 30 days of such request, the required information. Except as 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.

If you are a Central Station or dealer, you shall have the right to sublicense access to the System solely to end users, provided each end user agrees to the terms of this Agreement and all applicable fees are paid to Resideo.

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 Agreement. You agree that any third party supplier shall have the right to enforce this Agreement with respect to such third party's software.

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.

If you subscribe to GPS Tracking Services as part of your System, you agree that you will only use the location based services in accordance with applicable law and as intended as described in the documentation provided with the Service. You acknowledge that Resideo shall have no liability for your usage of the Service that does not comply with law or the intended purpose.

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 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 Central Station if you have experienced a breach of security, and (c) ensure that you exit from your account at the end of each session. You agree that the terms of this Agreement will be binding upon and govern the relationship between Resideo 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 Agreement, and to indemnify Resideo for any and all costs, damages, losses or expenses incurred in respect of such third party user. Resideo cannot and 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. Competent public authorities may require that Resideo have immediate access to your equipment in the event of an emergency pursuant to applicable law, statute, regulation, or court order. You agree to provide such access as is necessary in an emergency to either your Central Station or dealer or Resideo 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, including, but not limited to, the ability to view and change your daily schedule and thermostat and/or security or home automation settings and programming. You further acknowledge and agree that Resideo has no responsibility to you with respect to the actions of such parties. Further, you acknowledge and agree that you have the option to include your contractor's or dealer's information in your account information and such party may receive alerts from the System regarding your home (e.g., in the event the temperature in your house drops below freezing or in the event of a security or safety breach, among other things) along with certain Contact Information (as defined below) in order to be able to identify the source of the alert. Your contractor or dealer may contact you in the event it receives such alerts. You acknowledge and agree that Resideo have no responsibility with respect to any actions or inactions on the part of such contractor or dealer.

You acknowledge and agree that Resideo 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 Resideo and its affiliates, service providers,

suppliers, and dealers from any and all liability arising from such action to the extent permitted by law.

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

This Agreement is effective on the day you first use the System and will continue for so long as you continue to use the System and Services and to otherwise make any required System service payments. Resideo may terminate this Agreement 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 Resideo for such Services and Resideo may suspend or terminate your access to the Services in the event a dealer fails to pay for Services being provided by Resideo or you fail to pay your Central Station any sums otherwise due. Resideo is legally allowed to raise any objections existing in Resideo's relationship with your dealer or Central Station also in the relationship with you, so your payment to your Central Station monitoring company does not guarantee your right to the System Services. You may incur additional fees from third party providers in connection with your use of the System 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 Resideo ceases supplying Services to you due to you or your dealer or Central Station's failure to pay for Services, Resideo 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, Resideo may also suspend or terminate a user account because of user inactivity with prior notice. Depending on the Services contracted or subscribed by you, you may terminate this Agreement upon written notice to Resideo. Upon termination of this Agreement, the license granted hereunder will terminate and you must stop all use of the System immediately. Resideo reserves the right at any time to discontinue the Services permanently with prior notice. Resideo reserves the right at any time and from time to time to charge for use of the System, and modify or temporarily discontinue the System (or any part thereof) with or without notice provided it does not unnecessarily affect your use of Resideo Software and Services. You agree that Resideo 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 Resideo System with respect to your prior address. If you have a contract with a Central Station you must notify it if you are moving to terminate your account.

4. WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS.

THE SYSTEM IS PROVIDED TO YOU "AS IS" AND, EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS (BEING TERMS THAT ARE NOT CONTAINED IN THIS AGREEMENT BUT ARE OTHERWISE INCLUDED BY OPERATION OF LAW OR OTHERWISE), REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION AS TO NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ARISING FROM A COURSE OF DEALING, LAW OR TRADE PRACTICE, ARE EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY RESIDEO, ITS SUPPLIERS AND ITS LICENSORS. Because some states or jurisdictions do not permit limitations on certain warranties and representations, the above limitations may not apply in whole or in part to you. You may have additional rights as a consumer that vary from jurisdiction to jurisdiction and which are not specified in this Agreement.

RESIDEO IS NOT RESPONSIBLE FOR, AND EXCLUDES ALL LIABILITY FOR, ANY LOSS OR DAMAGE YOU SUFFER THAT IS NOT FORESEEABLE. Loss or damage is foreseeable (and therefore not recoverable) if it is an obvious consequence of Resideo's breach or if such loss or damage was contemplated by you and Resideo at the time of entering into this Agreement. Neither Resideo nor its third party service providers are liable for your choice of security or fire alarm system installed at your premises or its connection to, or the operation of, your Central Station.

Resideo supplies the System to you for use in accordance with this Agreement only. You agree not to use the System for any commercial, business, or re-sale purpose, except to the extent such uses are permitted by this Agreement. You further agree that Resideo bears no responsibility for or liability in respect of loss or damage incurred in relation to (i) the accuracy, completeness, legality, reliability, operability, or availability of and content or information or material provided or accessible through the System; (ii) the deletion, failure to store, accidental disclosure, loss, mis-delivery, or untimely delivery of any information or material; or (iii) breaches of your home security systems, unless such loss or damage is due to a foreseeable breach of this Agreement by or on behalf of Resideo. Resideo shall not in any event be responsible or liable for information or events over which it has no control, including the content of message boards or other forums connected to the System.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, RESIDEO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS HAVE NO RESPONSIBILITY OR LIABILITY TO YOU FOR ANY LOSS OF PROFIT OR REVENUE, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, LOST OR DAMAGED DATA, LOSS OF CAPITAL OR FOR AGGRAVATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER SO ARISING, INCLUDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WHETHER ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SYSTEM, EVEN IF RESIDEO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation of liability and exclusion of types of damages may not apply to you in whole or in part depending on the laws of your home jurisdiction.

Nothing in this Agreement shall exclude or limit in any way the liability of (i) Resideo, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively to you in respect of personal injury or death caused by their negligence; (ii) Resideo's liability to you for fraud or fraudulent misrepresentation; or (iii) any liability of Resideo that cannot be excluded under applicable law, which may include customer protection legislation in your jurisdiction.

Under no circumstances will Resideo 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 events outside of Resideo's control, including acts of nature, forces or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour 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.

IN THE EVENT YOU (1) UTILIZE A NON-RESIDEO APPLICATION TO CONTROL YOUR RESIDEO PRODUCT; (2) CONNECT A NON-RESIDEO DEVICE TO YOUR SYSTEM; (3) UTILIZE A THIRD PARTY API; OR (4) BECOME PART OF A THIRD PARTY CONNECTED HOME OR BUSINESS ECOSYSTEM, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL RESIDEO BE RESPONSIBLE FOR THE ACCURACY, FUNCTIONALITY, RELIABILITY, AVAILABILITY, INTEROPERABILITY, LEGALITY OR USEFULNESS OF SUCH

APPLICATION, DEVICE, API, OR ECOSYSTEM NOR WILL RESIDEO 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.

Please note that Resideo's obligation to deliver the Services is a reasonable effort obligation and not an obligation to achieve a specific result. Resideo will use reasonable efforts to deliver the Services.

5. MISCELLANEOUS.

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

Software and technical information delivered under this Agreement 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 Agreement is governed by and construed in accordance with the laws of England and Wales. You and Resideo both agree to submit to the non-exclusive jurisdiction of the English courts. Resideo acknowledges that where you are not based in the United Kingdom, you may have the right to bring proceedings in your home jurisdiction.

It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of any provision of this Agreement by you may cause Resideo irreparable damage for which recovery of money damages would be inadequate, and that Resideo will therefore be entitled to obtain timely injunctive relief to protect Resideo's rights under this Agreement in addition to any and all remedies available at law.

This Agreement and Resideo's terms and conditions of sale that accompanied your purchase of any equipment directly from Resideo forms the entire agreement between you and Resideo and supersedes in their entirety any and all oral or written agreements previously existing between you and Resideo with respect to the subject matter hereof. Your subscription agreement or Central Station monitoring agreement (if applicable) with a dealer or a Central Station is a separate agreement. Your relationship with such dealer or Central Station is governed this separate agreement and Resideo has no liability to you thereunder. Your purchase agreement for the purchase of Resideo or non Resideo equipment interacting with Resideo Software and Services is a separate agreement with the seller of the equipment. Your relationship with such seller is governed by this separate agreement and Resideo has no liability to you thereunder.

Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be transferred or assigned by you without the prior written consent of Resideo. Resideo may assign this Agreement, in whole or in part, in its sole discretion. This Agreement 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.

Each of the provisions, sections and paragraphs of this Agreement operates separately and 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 Agreement will not

affect any other provision and all such other provisions will remain in full force and effect without change or modification.

6. 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 Resideo 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 Resideo in connection with the System is solely the responsibility of Resideo 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 Resideo at the address set out here: <https://www.adiglobal.com/contact-us/>. 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.