Danfoss Link CC - End User License Agreement and Disclaimer

1. License

This end user license agreement and disclaimer ("Agreement") is entered into between Danfoss A/S or its Affiliates (each of which is referred to as "Danfoss") and you as an end user ("You" or "User"). In this Agreement "Affiliate" shall mean an entity directly or indirectly controlled by Danfoss A/S whether by shares or voting rights.

Upon acceptance of this Agreement Danfoss grants You a limited, non-exclusive, non-transferable, royalty-free, worldwide license ("License") to install and use the software ("Software") embedded on your Danfoss Link CC. The License is granted subject to User's compliance with the following:

- a) The terms of this Agreement
- b) Danfoss Terms of Use (available at www.Danfoss.com)
- c) Danfoss Privacy Policy (available at www.Danfoss.com)

2. Automatic Software Updates

Danfoss may from time to time develop patches, bug fixes, updates and other modifications to improve the performance of the Software ("Updates"). By connecting the Danfoss Link CC to to the internet You accept that Updates may be automatically downloaded and installed on your Danfoss Link CC without further notice or consent being required. If you do not wish such Updates to be automatically downloaded and installed You must disable the Danfoss Link CC from the internet. You acknowledge that you may be required to install Updates to use the Product for remote access.

3. Consent to use of data

By enabling Your Danfoss Link CC to wirelessly connect to the internet you agree that Danfoss may collect, use, register and store information concerning your room names, heating requirements, user set-points, IP-addresses, software and hardware attributes, connection errors and user interaction. Such information is used by Danfoss to improve default settings and enhance the performance of the Software.

4. Proprietary Rights

This License and the Software contains proprietary information which is owned by Danfoss and protected by applicable intellectual property rights. Except as expressly permitted herein, such Danfoss information herein may not

- i. be used for any purpose except in compliance with this Agreement,
- ii. be copied or reproduced in any form, or
- iii. be modified, rented, leased, sold, distributed or exploited commercially.

Danfoss reserves the right to change, suspend, remove or disable User's access at any time without notice. The Danfoss name, Danfoss logo and other Danfoss trademarks, graphics and logos are trademarks or registered trademarks of Danfoss or its affiliated companies. User is granted no right or license with respect to such trademarks.

5. Third Party Components

The Software may include certain third party software components ("Third Party Components") including open source and free software components, each of which has its own copyright and its own license conditions ("Third Party License"). A list of included Software Components and their respective licenses can be found in clause 8.

To the extent any Third Party License grants the User rights to use, copy or modify the Open Source Component that are broader or narrower than the rights granted in this Agreement, then such rights shall take precedence over the rights and restrictions granted in this Agreement solely for such Third Party Components.

6. Disclaimer of Warranty

This License is provided on an "as is" and "as available" basis for the intended purposes as determined by Danfoss only and any use hereof is at User's sole risk. The Software and results and information generated thereby cannot substitute technical advice but must be verified by the User, they are not promises and should not be relied on as accurate data or analyses.

Danfoss disclaims all warranties and conditions regarding the Software, whether express, implied, or statutory, including, but not limited to, conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy and non-infringement of third parties' rights. Danfoss does not warrant that the Software will meet your requirements or that the operation hereof will be uninterrupted or error-free.

6. Limitation of Liability

To the extent not prohibited by law, in no event shall Danfoss be liable for any direct, special, indirect or consequential damages, whatsoever, including, without limitation, damage to property, damages for loss of savings or profits, or loss of data arising out of any use of the Software.

7. Miscellaneous

The License shall automatically terminate upon User's breach of any of the terms of this Agreement. Danfoss may terminate the License at its sole discretion without prior notice.

This Agreement and the License is subject to the substantive law of Denmark. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts in Denmark.

8. Third Party Components licenses

The MIT License (MIT)

Copyright (c) 2007 James Newton-King

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

License Terms, 2014-11-17