

Please carefully review this EULA that, among other things, includes

- limitations of use for the Daikin Software (Section 1.3),
- limitations on our liability to you and our disclaimer of any warranties for the Daikin Software (Section 2),
- an arbitration agreement, a class-action waiver, a waiver of jury trials, and other terms that affect how disputes between you and us are resolved (Section 3), and

This EULA can also be found at <https://eden-ems.com/EULA>

End-User License Agreement

This End-User License Agreement (“EULA”) applies to

- (i) the Daikin Eden Platform,
- (ii) the software provided as part of the Daikin Eden Platform, and
- (iii) information or services provided by, or the data or information collected or generated by, the software provided as part of the Daikin Eden Platform or the Daikin Eden Platform,

—with items (i), (ii), and (iii) being collectively referred to as “Daikin Software.”

This EULA—which governs your use of the Daikin Software—is a binding legal agreement between you and any entity you represent (collectively “you” or “your” or “yourself”), on the one hand, and Daikin Comfort Technologies North America, Inc. and its subsidiaries (collectively “Daikin” or “us” or “we” or “our”), on the other hand.

But this EULA does not govern your purchase of a Daikin-branded communicating hardware kit, including the Eden Controller, associated sensors, antennae, or HVAC equipment (collectively, the “Daikin Hardware”) that employs or interacts with the Daikin Software and any limited warranties that may be provided with that Daikin Hardware. (The Daikin Software is excluded from the definition of Daikin Hardware.) Limited warranties for various Daikin Hardware and other Daikin-branded equipment are available [here](#). Nor does this EULA govern your use of software that is not provided as part of or related to the Daikin Eden Platform.

Some Daikin Software may require you to enter into a separate written agreement with us. To the extent there is a conflict, the terms of the separate written agreement will control over this EULA—so long as such separate written agreement expressly notes that it is controlling over this EULA.

BY ACCESSING OR USING THE DAIKIN SOFTWARE, YOU AGREE TO BE BOUND BY THIS EULA—WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO THIS EULA, YOU MUST NOT ACCESS OR USE THE DAIKIN SOFTWARE OR THE ASSOCIATED DAIKIN HARDWARE—AND YOU MAY CHOOSE TO 1) PROMPTLY

RETURN THE DAIKIN HARDWARE TO THE PERSON YOU PURCHASED IT FROM FOR A REFUND OF THE PURCHASE PRICE OR II) PROMPTLY CONTACT DAIKIN AT SUPPORT@EDEN-EMS.COM FOR ALTERNATE INSTRUCTIONS ON HOW TO RETURN THE DAIKIN HARDWARE.

AND BY AGREEING TO THIS EULA, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO BIND YOURSELF AND ANY ENTITY THAT YOU MAY REPRESENT.

1. Accessing and Using the Daikin Software

1.1 License, Ownership

While you may own a Daikin Hardware, you do not own any of the Daikin Software associated with the Daikin Hardware. Subject to this EULA and if you comply with it, we grant you a personal, revocable, non-exclusive, non-transferable (and non-sublicensable) license to access and use the Daikin Software solely in object code form during the term (as described in Section 7).

Except for the limited license rights expressly provided above, you obtain no other rights (express or implied) in or to the Daikin Software or to any intellectual property held by us, any of our corporate affiliates (“Daikin Group”), or our licensors. The Daikin Software, and any intellectual property rights therein, are and will remain the exclusive property of Daikin or its licensors.

You agree and understand that if you sell, transfer, or otherwise dispose of the Daikin Hardware associated with the Daikin Software, your license to the Daikin Software does not extend to the party that obtained that Daikin Hardware. That party will need to independently get and agree to the terms of a license.

1.2 Prohibitions

You will access and use the Daikin Software solely to the extent provided by the limited license to you in Section 1.1 above. You will not use or access the Daikin Software for any other purpose, including any unlawful or malicious purpose. For example, you will not

- attempt to gain unauthorized access to the Daikin Software,
- use the Daikin Software with any other device other than that Daikin Hardware,
- use the Daikin Software to submit false or misleading information to us (including representing that you are somebody that you are not or have authority that you do not),
- use automated systems to monitor or copy content from the Daikin Software,
- interfere with the normal operations of the Daikin Software,
- use the Daikin Software to upload infringing, disparaging, malicious, or inappropriate content,
- use the Daikin Software to upload, transmit, or distribute any computer virus, malware, spyware, or any other malicious or inappropriate computer code, or
- use the Daikin Software to consume a disproportionate or unreasonable amount of Daikin’s resources.

1.3 Limitations on Use

The Daikin Software supplies tools to help you understand and manage your indoor environment and to help you control and understand various HVAC products in an approximate, noncritical, and non-sensitive manner. And you acknowledge there are limitations to what the Daikin Software can do and limitations to the information and services it provides.

ALL INFORMATION PROVIDED BY THE DAIKIN SOFTWARE IS MERELY INFORMATIONAL, IS NOT GUARANTEED, AND IS NOT TO BE RELIED UPON FOR MAKING ANY DECISIONS OR FOR ANY OTHER PURPOSE. Indeed, Daikin does not guarantee that the Daikin Software can be relied upon for any particular purpose.

You acknowledge and agree that Daikin (or any member of the Daikin Group) is not liable to you for any reliance or actions taken by you or for any information provided or failed to be provided by the Daikin Software; nor is Daikin (or any member of the Daikin Group) liable to you for any damages caused by the failure, delay, or unavailability of the Daikin Software.

YOU AGREE THAT YOU WILL NOT RELY ON THE DAIKIN SOFTWARE FOR ANY PURPOSES RELATED TO SAFETY OR HEALTH, OR FOR ANY CRITICAL OR SENSITIVE FUNCTIONS OR PURPOSES. ALL NOTIFICATIONS PROVIDED BY THE DAIKIN SOFTWARE ARE SOLELY FOR INFORMATIONAL PURPOSES AND ARE NOT TO BE RELIED ON FOR CRITICAL NOTIFICATIONS OR FOR MAKING IMPORTANT DECISIONS ABOUT YOUR HEALTH, SAFETY, OR WELL-BEING.

FOR EXAMPLE, YOU UNDERSTAND AND AGREE THAT THE DAIKIN SOFTWARE AND THE DAIKIN HARDWARE

- (i) ARE NOT SMOKE DETECTORS, CARBON-MONOXIDE DETECTORS, OR ANY OTHER TYPE OF SAFETY OR EMERGENCY DEVICE AND, AS SUCH, DO NOT SERVE AS REPLACEMENTS OR SUBSTITUTES FOR ANY SUCH DEVICES, AND**
- (ii) ARE NOT EMERGENCY-MONITORING OR -NOTIFICATION DEVICES AND, AS SUCH, WILL NOT CONTACT OR DISPATCH ANY EMERGENCY SERVICES, MAINTENANCE OR REPAIR SERVICES, OR AUTHORITIES.**

YOU AGREE THAT ANY AIR-QUALITY INFORMATION PROVIDED BY THE DAIKIN SOFTWARE IS MERELY INFORMATIONAL, IS NOT GUARANTEED, AND IS NOT TO BE RELIED UPON IN MAKING ANY DECISIONS REGARDING YOUR HEALTH, SAFETY, WELL-BEING, OR THE SUITABILITY OF YOUR ENVIRONMENT. THE DAIKIN SOFTWARE SHOULD NOT BE USED IN THE TREATMENT OR MANAGEMENT OF ANY DISEASES OR CONDITION, AND SHOULD NOT BE USED IN THE RENDERING OF OR AS REPLACEMENT FOR MEDICAL ADVICE OR AID FROM A QUALIFIED PROFESSIONAL.

YOU ALSO AGREE THAT ANY INFORMATION ABOUT THE INDOOR-AIR QUALITY OF YOUR ENVIRONMENT (E.G., PARTICLE COUNT, MEASURED VOC) MAY BE AFFECTED BY ANY NUMBER OF FACTORS THAT DAIKIN CANNOT ACCURATELY ASSESS. ACCORDINGLY, THE DAIKIN SOFTWARE DOES NOT GUARANTEE THAT THE PROVIDED INFORMATION CAN BE RELIED UPON FOR HEALTH BENEFITS OR TO

DETERMINE IF YOUR ENVIRONMENT IS SAFE OR HARMFUL. FOR EXAMPLE, ANY INDICATION BY THE DAIKIN SOFTWARE THAT YOUR AIR-QUALITY OR ENVIRONMENT IS “GOOD” OR “MODERATE” OR “ACTION NEEDED” OR “ACTION RECOMMENDED” OR ANY OTHER WORDS OF SIMILAR IMPORT IS MERELY PROVIDED TO GIVE YOU TOOLS TO HELP YOU BETTER UNDERSTAND YOUR ENVIRONMENT—BUT IS NOT PROVIDED TO BE RELIED UPON FOR ANY PARTICULAR PURPOSE. YOU SHOULD SEEK THE ADVICE OF A QUALIFIED PROFESSIONAL IN DETERMINING AND ASSESSING YOUR HEALTH NEEDS OR THE CONDITION OF YOUR ENVIRONMENT.

YOU FURTHER AGREE THAT ANY INFORMATION, SUGGESTIONS, OR PROGRAMING PROVIDED BY THE DAIKIN SOFTWARE REGARDING ENERGY SAVINGS, POTENTIAL MALFUNCTIONS, SUGGESTED MAINTENANCE, OR OTHER BENEFITS OR SUGGESTIONS ARE MERELY INFORMATIONAL, ARE NOT GUARANTEED, AND ARE NOT TO BE RELIED ON FOR CRITICAL NOTIFICATIONS OR FOR MAKING ANY DECISIONS. FOR EXAMPLE, THE DAIKIN SOFTWARE MAY SUGGEST OPERATION IN AN “AWAY” MODE OR MAY SUGGEST ALTERNATIVE OPERATION OF YOUR HVAC SYSTEM. AS ANOTHER EXAMPLE, THE DAIKIN SOFTWARE MAY SUGGEST THAT A PARTICULAR COMPONENT OF YOUR HVAC SYSTEM IS REPORTING AN “ALERT” OR MAY PROVIDE “REMINDERS” REGARDING VARIOUS COMPONENTS. BUT ENERGY USAGE, OPERATION, MAINTENANCE OF YOUR HVAC SYSTEM, AND COSTS THEREFOR, ARE AFFECTED BY MANY FACTORS THAT DAIKIN CANNOT ACCURATELY ASSESS. ACCORDINGLY, THE DAIKIN SOFTWARE DOES NOT GUARANTEE THAT THE PROVIDED INFORMATION CAN BE RELIED UPON FOR ANY PARTICULAR SAVINGS, ACTION OR INACTION, OR EFFICIENT OPERATION. ANY SUCH INFORMATION IS MERELY PROVIDED TO GIVE YOU TOOLS TO HELP YOU BETTER UNDERSTAND YOUR HVAC SYSTEM AND ITS OPERATION—BUT IS NOT PROVIDED TO BE RELIED UPON FOR ANY PARTICULAR PURPOSE. YOU SHOULD SEEK THE ADVICE OF A QUALIFIED PROFESSIONALS IN DETERMINING AND ASSESSING THE CONDITION OF YOUR HVAC SYSTEM AND FOR PERFORMANCE OF MAINTENANCE ON YOUR HVAC SYSTEM. IT IS ENTIRELY YOUR RESPONSIBILITY TO OBTAIN AND COORDINATE WITH THAT PROFESSIONAL.

1.4 Resources

To access or use aspects of the Daikin Software, you may need resources—*e.g.*, internet connection, cellular connection, operating platforms, electricity, or networking and computer hardware and software—provided by you and by third parties.

For example, aspects of the Daikin Software may not work or may not be accessed without your provision of (i) a wireless or, in some cases a wired, network that provides reliable communication for Daikin Software with the internet, (ii) certain hardware (*e.g.*, computer, mobile device, laptop) that enables communication with or to the Daikin Software or the Daikin Hardware through your network and/or the internet, or (iii) resources that are reasonably expected to be required (*e.g.*, electricity).

You are entirely responsible for obtaining, operating, maintaining, and paying for such resources. And you agree that we (or any member of the Daikin Group) are not liable to you for such third-party resources, including any costs related to them, their availability, or the security of data or other information transmitted to or by them; nor are we (or any other member of the Daikin Group) responsible or liable to you for obtaining, configuring, or providing such resources.

1.5 Log-In Credentials

Your log-in credentials for the Daikin Software are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may establish additional credentials or disclose your log-in credentials to your agents and subcontractors performing work on your behalf as described herein.

1.6 Other Users

You will be deemed to have taken any action that you permit, assist or facilitate any person or entity to take related to this Agreement. You are responsible for all users' use of your log-in credentials or any additional log-in credentials you establish, and for their compliance with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement caused by a user, you will immediately suspend access to the Daikin Software by such user. We do not provide any support or services to users unless we have a separate agreement with you or a user obligating us to provide such support or services.

1.7 Use in Your Location

The Daikin Software and Daikin Hardware are not available in all locations and, as such, may not be available to you or may be prohibited by law.

If you choose to access or use the Daikin Software and its associated Daikin Hardware outside the United States and Canada, you do so at your own risk and are solely responsible for complying with all applicable laws in your location. You agree that Daikin (or any member of the Daikin Group) will not be responsible, or liable to you, for your use of the Daikin Software outside of the U.S. or Canada or in a location where the Daikin Software is prohibited by law.

1.8 Feedback

We appreciate that many of you are innovative and may have ideas to improve Daikin Software, Daikin Hardware, or our other products and services. But, as a leader in the industry, we are working on numerous research and development projects. Accordingly, unless you have a separate written agreement with us to the contrary, **DO NOT SEND US IDEAS FOR PRODUCTS OR SERVICES** before first contacting Daikin's Legal department (IP@DaikinComfort.com) for express instructions on how to do so. If you choose to disregard these instructions, and you send us any comments, suggestions, improvements, inventions (whether patentable or not), ideas, or enhancements (collectively "Feedback"), you agree that such Feedback was provided by you voluntarily and without an obligation of confidentiality and that we shall be free to use the Feedback without any compensation to you. And you hereby grant to Daikin Comfort Technologies North America, Inc, and its subsidiaries, a world-wide, royalty-free, irrevocable, perpetual, fully transferable (and sublicensable) non-exclusive license to use, incorporate, sell, manufacture, and import

products and processes embodying the Feedback and to display, reproduce, and make derivatives works of any Feedback.

1.9 Communications with You

Daikin may need to communicate with you regarding various aspects of the Daikin Software, this EULA, or the Daikin Hardware, or to inform you about Daikin products and services. As examples, you agree that Daikin may use an email or physical address, or phone number associated with any account you may have with us to communicate with you.

1.10 User Roles, Responsibilities, and Permissions

Users of the Daikin Software may be granted full or partial access to the Daikin Software based on the category of user associated with their account. Users may be granted different rights at different properties.

- (i) **Administrators.** Administrators will have full access to all functionalities provided by the Daikin Software. Administrators may take any action allowed by the Daikin Software and have the authority to assign a portion of their rights to a Limited User. Administrators hereby agree to be responsible for any action taken by a Limited User to which the Administrator any certain.
- (ii) **Limited User.** Limited User are assigned a portion of the Administrator's rights, for example, the ability to monitor and/or control certain equipment connected to the Daikin Software.

1.10.1 Assignment of Rights The assignment of rights from Administrators to Limited Users, must be documented and managed within the Daikin Software. All assignments are subject to the terms and conditions of this EULA and must not exceed the scope of rights granted to the assigning party.

1.10.2 Responsibilities Each user tier (Administrators, or Limited User) is responsible for their actions within the Daikin Software. Administrators are ultimately responsible for the actions of the Limited User to whom they have assigned rights.

1.10.3 Revocation of Rights. Administrators have the authority to revoke any rights assigned to Limited User at any time. All revocations must be documented within the Daikin Software.

2. Disclaimers, Limitation of Liability, and Indemnity

PLEASE READ THIS SECTION 2 CAREFULLY, AS IT ADDRESSES DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNITY.

2.1 Disclaimers

You access and use the Daikin Software at your own risk, and you agree we (or any member of the Daikin Group) are not liable in any way for your access or use of the Daikin Software.

TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL OF THE DAIKIN SOFTWARE IS PROVIDED AS-IS, AS-AVAILABLE, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY KIND—EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY, OR OF NON-INFRINGEMENT. INDEED, WE SPECIFICALLY DISCLAIM ANY WARRANTIES AND REPRESENTATIONS OF EVERY KIND.

That means that we, as examples and not limitations, do not warrant (and specifically disclaim) that the Daikin Software or your use of the Daikin Software will

- (i) provide any specific results,
- (ii) provide any specific notification that is entirely reliable or timely,
- (iii) provide or continue to have any specific features or functionality (including our removal or modification of features or functions that have been provided in the past),
- (iv) be free from any defects, viruses (or other malicious code), corruption, hacking, content losses, errors, or omissions, or
- (v) be secure.

Any reliance you place on or from the Daikin Software is strictly at your own risk. And we (or any other member of the Daikin Group) will not be liable to you and disclaim liability arising from or based on your use of the Daikin Software, including any damages or loss to your property (including any HVAC systems or supporting infrastructure), computer, mobile device, or network.

LIMITATIONS ON DISCLAIMERS: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR OTHER DISCLAIMERS OF WARRANTY. TO THE EXTENT SUCH LAWS APPLY TO YOU, THE PROVIDED EXCLUSIONS OF IMPLIED WARRANTIES OR OTHER DISCLAIMERS OF WARRANTY IN THIS EULA WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Physical Product Hardware Warranties: Nothing in this EULA is intended to affect any individual product limited warranty for equipment or hardware including the Daikin Hardware.

2.2 Limitations of Liability

NOTHING IN THIS EULA, INCLUDING THIS LIMITATION OF LIABILITY SECTION, LIMITS OR EXCLUDES (OR WILL BE CONSTRUED OR INTERPRETED TO EXCLUDE OR LIMIT) ANY LIABILITY THAT CANNOT BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

IN NO CASE WILL WE (INCLUDING DAIKIN'S OR A MEMBER OF DAIKIN GROUP'S OFFICERS, AGENTS, DIRECTORS, AFFILIATES, SUPPLIERS, CONTRACTORS, EMPLOYEES, AND LICENSORS) BE LIABLE TO YOU FOR—WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (NEGLIGENCE OF ANY KIND OR DEGREE), PRODUCTS OR STRICT LIABILITY, OR ANY OTHER FORM OF ACTION—ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR ACCESS OR USE OF ANY OF THE DAIKIN SOFTWARE, EVEN IF

DAIKIN KNEW, SHOULD HAVE KNOWN, OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL DAIKIN'S (AND THE DAIKIN GROUP'S) TOTAL LIABILITY TO YOU—UNDER ANY THEORY OF ANY KIND, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, TORT (NEGLIGENCE OF ANY KIND OR DEGREE), STRICT LIABILITY, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF LIFE OR ANY OTHER DAMAGES OR BASES—BASED ON YOUR USE OR ACCESS OF THE DAIKIN SOFTWARE EXCEED US\$150.00.

LIMITATION OF LIABILITY: SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY. FOR EXAMPLE, SOME JURISDICTIONS DO NOT ALLOW FOR LIMITATIONS ON LIABILITY FOR PERSONAL INJURY CAUSED SOLELY BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT SUCH LAWS APPLY TO YOU, THE PROVIDED LIMITATIONS OF LIABILITY IN THIS EULA WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

SECTION 2 WILL SURVIVE AND BE GIVEN FULL EFFECT EVEN IF IT DOES NOT FULLY COMPENSATE YOU FOR YOUR LOSSES, FAILS FOR ITS ESSENTIAL PURPOSE, OR IS OTHERWISE DEEMED UNENFORCEABLE. TO THE EXTENT ANY PORTION OF THIS SECTION 2 IS HELD TO BE INVALID, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

2.3 Indemnity

YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO INDEMNIFY AND HOLD HARMLESS US (INCLUDING DAIKIN'S OFFICERS, AGENTS, DIRECTORS, AFFILIATES, SUPPLIERS, DEALERS, DISTRIBUTORS, CONTRACTORS, EMPLOYEES, AND LICENSORS) AGAINST ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING OUR REASONABLE ATTORNEYS' FEES AND COSTS) FOR ANY THIRD-PARTY CLAIMS—WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (NEGLIGENCE OF ANY KIND OR DEGREE), PRODUCTS OR STRICT LIABILITY, OR ANY OTHER FORM OF ACTION—ARISING OUT OF OR BASED ON YOUR ACCESS TO OR USE OF THE DAIKIN SOFTWARE OR YOUR BREACH OF THIS EULA.

BUT SECTION 2.3 WILL NOT BE INTERPRETED OR CONSTRUED TO REQUIRE ANY INDEMNIFICATION BY YOU THAT WOULD MAKE THIS SECTION 2.3, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. AND YOUR INDEMNIFICATION OBLIGATION WILL NOT APPLY TO ANY WILLFUL OR RECKLESS MISCONDUCT OR GROSS NEGLIGENCE BY US IN THOSE STATES OR JURISDICTIONS THAT DO NOT PERMIT INDEMNIFICATION FOR WILLFUL OR RECKLESS MISCONDUCT OR GROSS NEGLIGENCE.

3. Disputes

PLEASE REVIEW THIS SECTION 3 CAREFULLY, AS IT ADDRESSES BINDING ARBITRATION, CLASS-ACTION WAIVERS, AND WAIVERS OF JURY TRIALS.

Our hope is that there is never a dispute between you and us. But if there is, this section describes aspects of how that dispute will be resolved.

3.1 Arbitration

ANY DISPUTE OR CLAIM RELATED TO THIS EULA OR TO YOUR ACCESS OR USE OF THE DAIKIN SOFTWARE MUST BE SUBMITTED TO BINDING ARBITRATION—and not to a court—unless that dispute or claim (i) is submitted to a small-claims court, (ii) only seeks temporary injunctive relief (*e.g.*, a restraining order or preliminary injunction), or (iii) relates to a claim of patent or trade secret infringement or misuse.

The arbitration—which shall be binding and confidential—shall be administered by the American Arbitration Association (“[AAA](#)”) under its Commercial Arbitration Rules, including the rules for Emergency Measures of Protection and Interim Measures and the AAA’s Consumer Arbitration Rules. (Information about the AAA and its rules can be found at [www.adr.org](#).) The judgment of the arbitrator may be entered by any court having jurisdiction. And both you and Daikin agree to the jurisdiction of the federal and state courts located in Harris County (Texas) for the purposes of entering such judgement.

At least 30 days prior to commencing an arbitration, you must send to us—or us to you—written notice of the intent to commence an arbitration. Your notice to us will provide at least the following information: (i) your name and physical address; (ii) an email address that is monitored by you and that we can use to communicate with you; (iii) a description of the dispute and the basis for your claim; and (iv) a description of the relief you are requesting.

Notice to Daikin must be sent to:

Daikin Texas Technology Park
Attn: Legal
19001 Kermier Rd.
Waller, TX 77484.

Payment of the AAA’s fees (*e.g.*, filing fees, arbitrator fees) related to the arbitration will be governed by the AAA’s rules. However, if the value of your claim totals less than US\$5,000,

- (i) we will, after the conclusion of the arbitration, pay for your share of the AAA’s fees for arbitration, unless the arbitrator determines your claims and/or the relief request were frivolous, so long as you provided us notice of your intent to arbitrate at least 60 days prior to your commencing arbitration; and
- (ii) you may choose to have the arbitration conducted (a) solely based written documents, (b) telephonically, or (c) in-person at an agreed location in the U.S. state or Canadian province where you purchased the Daikin Hardware(s) underlying the dispute.

This EULA relates to interstate commerce and is governed by the Federal Arbitration Act, which governs the interpretation and enforcement of the arbitration provisions herein.

3.2 Class Action Waiver

Any dispute or claim related to this EULA or to your access or use of the Daikin Software will not be joined with any claim of another person or entity, whether through participation in a class-action proceeding or otherwise. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO PROCEEDING BROUGHT UNDER THIS EULA OR IN RELATION TO THE ACCESS OR USE OF THE DAIKIN SOFTWARE SHALL BE JOINED TO ANOTHER PROCEEDING INVOLVING ANY OTHER PARTY SUBJECT TO THIS EULA, WHETHER THROUGH CLASS-ACTION PROCEEDINGS OR OTHERWISE.**

3.3 Waiver of Jury Trials, Jurisdiction

If for some reason a dispute or claim related to this EULA or to your access or use of the Daikin Software proceeds before a court rather than arbitration, you agree, and Daikin agrees, to waive any right to a jury trial. And you agree that all such disputes and claims that are before a court will be exclusively brought in the state or federal courts located in Harris County, Texas—with you and us agreeing to the personal jurisdiction of such state and federal courts and to waive any claims regarding the lack of convenience of such courts.

3.4 Opting Out

If you do not wish to be bound by the arbitration (Section 3.1) and class-action (Section 3.2) sections of this EULA, then you must provide Daikin written notification of your decision within 30 days of your first acceptance of these this EULA. Your written notification must be sent to Daikin at:

Daikin Texas Technology Park
Attn: Legal
19001 Kermier Rd.
Waller, TX 77484.

4. The Daikin Software

4.1 Updates

We may, from time to time, need to make or provide updates or modifications (“Updates”) to or for the Daikin Software. If your device is connected to an external network (*e.g.*, cellular network, the internet), you agree that we may provide Updates automatically and without notice to you; your agreement to this EULA is your consent. Furthermore, you agree that if we provide any Updates to you, you will promptly install such Updates at no cost to us. You agree installation of an update may be required for your continued use of the Daikin Software and Daikin Hardware.

You also agree that through an Update we may add new features or functionality, or removal or modify features or functions that have been provided in the past.

All Updates are governed by this EULA.

4.2 Open Source

The Daikin Software may include software that is often described as “Open-Source Software” (“OSS”). Nothing in this EULA will be construed to affect any rights you may have in the OSS pursuant to the license the OSS is subject to. To the extent the Daikin Software employs OSS, a listing of the OSS can be found at here at <http://eden-ems/OSS>.

5. Third-Party Content, Links, and Services

The Daikin Software may allow you to access products, websites, applications, content, or services from third parties or you may choose to use third-party services or products in conjunction with the Daikin Hardware or Daikin Software (collectively “Third-Party Services”). As an example of a Third-Party Service, you may hire a dealer or distributor of Daikin Hardware to install, configure, maintain, or operate the Daikin Hardware or, as another example, you may provide access to the Daikin Software to your agents or subcontractors performing work on your behalf.

This EULA—except to the extent it expressly provided otherwise—does not address the policies or practices of these third parties.

These Third-Party Services selected by you are the sole responsibility of such independent third parties, and your use thereof is solely at your own risk. We (or any member of the Daikin Group) are not responsible for, cannot guarantee, and will not be liable to you for the content, accuracy, availability, reliability, or security of any such Third-Party Services. Daikin disclaims all liability arising from or related to your use of Third-Party Services.

Moreover, to the extent you use Third-Party Services in relation to the Daikin Hardware or Daikin Software, you agree that we may exchange relevant information (including personal information) with the third party providing the Third-Party Services.

6. Privacy and Data Collection

Your privacy is important to us. Our Privacy Policy is [here](#). Please review it to better understand how Daikin collects and uses personal information about you.

In particular, consistent with our Privacy Policy, by using the Daikin Software and coupling the Daikin Hardware to the internet, you agree that Daikin may collect, share, and use information both internal and external to the Daikin Hardware, and we may collect information in an automated manner, manually, or both. Collecting information about you, your environment, and your interactions with the environment helps the Daikin Software automatically adjust, for example, the operation of your HVAC system to a more efficient operation. And we may make these adjustments or suggestions by making inferences about your activity based on information from the Daikin Hardware and/or from other information we may have.

For example, we may collect information about

- i. the Daikin Hardware's or Daikin Software's setup, network connections, location, performance, resource consumption, and operation,
- ii. adjustments made to the Daikin Hardware or Daikin Software,
- iii. the Daikin Hardware's or Daikin Software's usage information,
- iv. any faults or errors detected by the Daikin Hardware or Daikin Software, and
- v. technical information related to the Daikin Hardware or Daikin Software.

In addition, we may collect information about the environment surrounding the Daikin Hardware using sensors in or connected to the Daikin Hardware. For example, we may collect information about

- i. the occupancy, activity, temperature, air quality, humidity, illuminance, decibel levels, or other parameters of the environment the Daikin Hardware is used in or with, and
- ii. you and your activity within the environment.

7. Termination and Expiration

This EULA and the licenses granted under it are effective upon your first payment date for the Daikin Software and continue for as long as you maintain an active and current account using the Daikin Software pursuant to this EULA. However, without limiting any rights Daikin may have elsewhere in this EULA, you agree that Daikin may, at any time terminate this EULA if Daikin believes, in good faith, that you have violated this EULA. And this EULA will automatically terminate if you transfer or otherwise dispose of the Daikin Hardware.

Sections 1.3 to 1.10 and Sections 2 to 9 will survive expiration or termination of this EULA.

8. Government End Users

The Daikin Software and its related documentation are "commercial products" as defined in 48 C.F.R. § 2.101, and in particular are "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 to 227.7202-4, the Daikin Software is provided to U.S. Government end users only as a commercial end item and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

9. About this EULA

You agree that any dispute arising out of or based on the Daikin Software or this EULA will be governed by applicable federal law (*e.g.*, the Federal Arbitration Act) and the laws of the State of Texas, without regard to Texas's conflict-of-laws principles.

Our failure to enforce—or any delay in our enforcing—any provision of this EULA will not be deemed a waiver of our rights to enforce them.

If any provision of this EULA is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this EULA, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. In such cases, you agree that we may substitute for each invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the objectives and intentions of the invalid or unenforceable provision.

This EULA constitutes the entire agreement between you and us in relation to the Daikin Software, and this EULA supersedes any prior agreement between you and us regarding the Daikin Software, including prior versions of this EULA.

You may not assign or otherwise transfer your rights or obligations in this EULA without Daikin's written consent. But Daikin may assign or otherwise transfer its rights and obligations without your consent and without restriction.

If you have any questions or comments about this EULA, please feel free to submit them to us by emailing IP@DaikinComfort.com.

Last Modified: February 25, 2025.