

# Seymour Connect EULA

This End User License Agreement (the "Agreement") is a legal agreement between you (the "End User") and Delta Controls (the "Company") for the use of the Seymour Connect Management Portal and Seymour Connect mobile application (the "Software"). By installing or using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Software.

**1. License Grant:** The Company grants the End User a non-exclusive, non-transferable, revocable license to use the Software indefinitely for the purpose of managing the HVAC system in the End User's building.

**2. Restrictions:** The End User shall not:

- Copy, modify, or distribute the Software
- Reverse engineer, decompile, or disassemble the Software
- Use the Software for any illegal or unauthorized purpose
- Remove any copyright or other proprietary notices from the Software

**3. Ownership:** The Software is owned by the Company and is protected by copyright laws and international copyright treaties. The End User acknowledges that no title to the intellectual property in the Software is transferred to the End User.

**4. Disclaimer of Warranty:** The Software is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Company does not warrant that the Software will meet the End User's requirements or that the operation of the Software will be uninterrupted or error-free.

**5. Limitation of Liability:** The Company shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use or inability to use the Software, even if the Company has been advised of the possibility of such damages.

**6. Termination:** This Agreement shall terminate automatically if the End User fails to comply with any of the terms and conditions of this Agreement. Upon termination, the End User shall immediately cease all use of the Software and destroy all copies of the Software in the End User's possession and will lose access to all services and functionality provided by the Software.

**7. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia, Canada.

## Head Office

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## Web /Email

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**8. Entire Agreement:** This Agreement constitutes the entire agreement between the End User and the Company with respect to the use of the Software and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties.

**By clicking “I agree” or by installing or using the Software, the End User acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.**

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