



Daikin Applied® Electronic Media Agreement Terms and Conditions of Use, Privacy Statement And Conditional License

Welcome! Whether you are visiting daikinapplied.com, or a professional using Sales.DaikinApplied.com, SalesPortal.DaikinApplied.com, or Daikin Tools™ software applications, Daikin Applied Americas Inc. (“Daikin Applied”) wants you to know the “rules of the road” for your use. Hereinafter, we will refer to Daikin Applied.com and SalesPortal.DaikinApplied.com individually and together as “Websites.” Websites and software each and together are referred to as “Daikin Applied Electronic Media.”

Please read this Agreement carefully before accessing or using the Daikin Applied Electronic Media. By accessing or using the Daikin Applied Electronic Media, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, you may not use the Daikin Applied Electronic Media. Your use of the Daikin Applied Electronic Media shall also be subject to the terms and conditions of any separate contractual agreement between you (and/or your employer) and Daikin Applied.

Terms and Conditions of Use

Daikin Applied may modify these terms and conditions of use at any time, in its sole discretion, and such modifications shall be effective immediately upon posting. You agree to review this Agreement periodically to be aware of such modifications. You further agree that your continued access or use of the Daikin Applied Electronic Media shall be deemed your conclusive acceptance of the modified Agreement. By using this Website you acknowledge that Daikin Applied has no obligation to provide this Daikin Applied Electronic Media and may alter or end this Daikin Applied Electronic Media at any time, in its sole discretion.

1. Participation

Your participation in on-line communications is not edited, censored, or otherwise controlled by Daikin Applied. Daikin Applied does not and cannot screen content provided by users. Nevertheless, Daikin Applied reserves the right to monitor content on the Daikin Applied Electronic Media and to remove content which Daikin Applied, in its sole discretion, determines to be harmful, offensive, illegal, or in violation of these Terms and Conditions of Use. The following rules shall apply:

- a. You must use your real name in all online communications.
- b. You may not post or transmit any material which Daikin Applied in its sole discretion deems indecent, obscene, pornographic, defamatory, threatening, abusive, offensive and/or harmful, which discloses private or personal information concerning any person, any material which would violate the property rights of others including, without limitation, copyrighted text, images, audio files, or programs, trade secrets, or other confidential or proprietary information, nor use trademarks or Daikin Applied Electronic Media marks in an infringing manner.
- c. You may not interfere with others’ use of the Dakin Applied Electronic Media.
- d. You may not post or transmit any destructive programming or files, including without limitation code or files containing viruses, Trojan horses, or worms.
- e. You may establish hyperlinks to our Home Page for your own use, but may not link to other pages within our site. You may not create any link to our Website for any commercial



purpose, nor use any other technology, such as framing, which suggests to others that our Website is provided or sponsored by anyone other than Daikin Applied.

- f. You may not post or transmit any charity requests, petitions, chain letters or messages pertaining to multi-level marketing or pyramid schemes, advertising, promotional materials or other solicitations of others to provide or acquire goods or Daikin Applied Electronic Media.
- g. You may not use the Daikin Applied Electronic Media to conduct any illegal activity or to solicit any illegal activity or other activity which infringes the rights of others.

2. Trademarks

Daikin Applied and certain other marks which appear on this Website are trademarks and service marks of Daikin Applied. There are also other marks appearing on this Website that may be marks of third parties not affiliated with Daikin Applied. Daikin Applied makes no claim to rights in such marks. You gain no right to use any marks of Daikin Applied or any other entity by virtue of your use of the Daikin Applied Electronic Media. Names of products or services, images of people, places or products, information, software, scripting, text, video, graphics, music, sounds and other materials and services (collectively "Content") displayed or accessed on Daikin Applied Electronic Media are either the property of, or used with permission by, Daikin Applied. The use of the Content by you, or anyone else authorized by you, is strictly prohibited unless specific permission is provided elsewhere on the Daikin Applied Electronic Media. Any unauthorized use of the Content may violate U.S. and international copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes and/or treaty provisions. In addition to the rights Daikin Applied has in the individual elements of the Content, Daikin Applied also owns a copyright in the selection and arrangement of the Content.

All of Daikin Applied trademarks, logos and service marks (collectively "Trademarks") displayed on Daikin Applied Electronic Media are the registered and unregistered trademarks of Daikin Applied. Nothing contained on Daikin Applied Electronic Media should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on Daikin Applied Electronic Media without the prior written permission of Daikin Applied. Your misuse of the Trademarks displayed on Daikin Applied Electronic Media, or any other Content displayed on this Site, except as provided in these terms and conditions, is strictly prohibited.

3. Copyrights.

The entire contents of this Website and the Content accessed through this Website are copyrighted under U.S. copyright laws. You may print and download portions of material from the different areas of the Daikin Applied Electronic Media solely for your own non-commercial use subject to the other terms and conditions of use for this Daikin Applied Electronic Media (including, without limitation, the confidentiality provisions and the provisions of your separate contractual agreements with Daikin Applied), you may make: (a) one machine readable copy, (b) one back up copy, and (c) one print copy of any portions of material downloaded from the different areas of the Daikin Applied Electronic Media solely for your non-commercial use. Daikin Applied does not warrant or represent that any materials on the Daikin Applied Electronic Media will not infringe on the rights of third parties not affiliated with Daikin Applied, and the user of any such content assumes full liability for any damages arising out of or relating to the use thereof. Any other transmission, modification, re-use, posting, copying, distribution or publication of any material is strictly prohibited without the express written consent of Daikin Applied and of any third party who has supplied information to



the Daikin Applied Electronic Media. You agree not to delete or modify any proprietary notices from materials downloaded from the Daikin Applied Electronic Media.

4. Use of Submissions.

You hereby grant Daikin Applied a non-exclusive, royalty free, paid up, perpetual, irrevocable, worldwide license, with the right to sublicense, reproduce, distribute transmit, create derivative works of, publicly display and perform (in all existing or future media) any information (including without limitation ideas for new or improved products and Daikin Applied Electronic Media) which you may submit to public areas of the Daikin Applied Electronic Media, including without limitation Bulletin Boards, forums, and news groups, or submit directly to us via email. You agree that you shall have no recourse against Daikin Applied for any alleged or actual infringement or misappropriation of any proprietary right in your communications to us.

5. No Endorsement of Third Party Information, Products, or Daikin Applied Electronic Media.

You understand and agree that, except for information, products and/or services clearly identified as being supplied by Daikin Applied, Daikin Applied does not operate, control or endorse any information, product or service on the Internet, and inclusion of a reference or link to any such non-Daikin Applied information does not constitute an endorsement, guarantee or warranty of any kind whatsoever.

6. Limited Warranty and Limitation of Remedies.

You understand and agree that Daikin Applied does not warrant that files available for download will be free of viruses, worms, Trojan horses or other destructive programming. You are responsible for implementing procedures sufficient to satisfy your needs for data back up and security. You agree that Daikin Applied shall not be liable for any cost or damage arising directly or indirectly from any such code. You assume total responsibility and risk for your use of the Daikin Applied Electronic Media and of the Internet. Daikin Applied does not warrant that the Daikin Applied Electronic Media will be uninterrupted or error-free or that defects in Daikin Applied Electronic Media will be corrected. The Daikin Applied Electronic Media and any software or information made available on the Daikin Applied Electronic Media are provided on an "AS IS, AS AVAILABLE" basis. While Daikin Applied will try to provide accurate and timely information through the Daikin Applied Electronic Media, there may be inadvertent technical or factual inaccuracies and typographical errors. Daikin Applied does not warrant the accuracy, completeness or timeliness of the information, links, or other items provided through the Daikin Applied Electronic Media. Daikin Applied specifically disclaims all liability for errors or omissions in, or the misuse or misinterpretation of, any information obtained through the Daikin Applied Electronic Media. You must determine for yourself the accuracy or applicability of information, advice, opinion or views, and seek professionals trained and experienced in the subject area with questions or concerns. Daikin Applied specifically disclaims all warranties of merchantability, fitness for a particular purpose, or other express or implied warranties. Daikin Applied disclaims all warranties, express or implied, to any third party. Daikin Applied reserves the right to make changes and corrections to the Daikin Applied Electronic Media and/or the information provided through the Daikin Applied Electronic Media, at any time, without notice. Daikin Applied shall not be liable for an incidental, consequential, or indirect damages arising out of the use or inability to use Daikin Applied Electronic Media, or any information provided on the Daikin Applied Electronic Media or hyperlinks from the Daikin Applied Electronic Media, even if Daikin Applied has been advised of the possibility of such damages, or any claim resulting from errors, omissions, or other inaccuracies in the Daikin Applied Electronic Media and/or materials or information downloaded through or hyperlinked from the Daikin Applied Electronic Media.



7. Indemnity.

You agree to defend, indemnify, and hold Daikin Applied, its officers, directors, shareholders, affiliates, agents, employees, and licensors harmless and to defend them against all claims, losses, expenses, damages and costs, including without limitation reasonable attorneys' fees, resulting from any violation of this Agreement by you.

8. Governing Law; Jurisdiction and Venue; Limitation of Actions.

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota applicable to agreements and performed in Minnesota, excluding any conflicts of laws statutes and the United Nations Convention on the Sales of Goods. The laws of the United States shall apply when Minnesota state law does not. You agree that any legal action or proceeding between Daikin Applied and you concerning this Agreement, the Daikin Applied Electronic Media, or the parties' other contractual relationships shall be brought exclusively in the courts of the State of Minnesota and you hereby consent to the subject matter and personal jurisdiction of such courts. Any cause of action or claim you may have with respect to the Daikin Applied Electronic Media must be brought within one year after the claim or cause of action arises or it shall be barred. Daikin Applied's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of such provision or right. Neither the course of dealing between the parties nor the practices of others in a similar trade, business, or industry shall act to modify any provision of this Agreement. Daikin Applied may assign its rights and duties under this Agreement to any party at any time without notice or consideration.

9. Security.

Access to Daikin Applied Electronic Media is based upon the nature of your relationship with Daikin Applied and use of a User Login ID and password where applicable. Daikin Applied Electronic Media will provide commercially available and reasonable security measures; however, you understand and acknowledge that certain risks are inherent in the transmission of information over the Internet and you agree to assume the risk for the transmission of information you provide to use this Site. You agree that you will access only those areas of Daikin Applied Electronic Media and only that information on Daikin Applied Electronic Media pertaining to you and only as authorized by your employer and Daikin Applied. You further agree that only authorized persons shall be provided with your assigned User Login ID and password, that you are solely responsible for controlling and/or authorizing access to or use of the User Login ID and password, and that you shall be solely liable for all authorized and unauthorized access using the User Login ID and password. Without limiting any other provision of this Agreement, you agree, for yourself and your employer, that Daikin Applied shall have no liability for any claim, loss or damages arising out of access to Daikin Applied Electronic Media by anyone using your Login ID and/or password. You agree to change your password at least once every 90 days, or more frequently as may be requested by Daikin Applied.

10. Termination; Survival of Terms.

The provisions of this Agreement shall survive termination of the Daikin Applied Electronic Media, your use of the Daikin Applied Electronic Media, and your other contractual and legal relationships with Daikin Applied. All rights not expressly granted herein are reserved.

Privacy Statement

Daikin Applied recognizes its obligation to protect the privacy and safety of its online guests. We have developed these privacy and safety practices in order to maintain these standards.



1. Personal Information.

We will collect no personal information about you when you visit our Website unless you choose to provide that information to us. We do not require any personal information for access to most of our Website. Any personal information that you provide by email or Web forms will be used only for such purposes as are described at the point of collection, such as to respond to your questions or comments, or to send information or products to you. If you provide contact information, Daikin Applied staff or our contractors may contact you to clarify your comment or question, or to learn about your level of customer satisfaction with our services. We use customer contact information to help us provide better products and service and to send you information or promotional materials you request. You may decline the opportunity to receive future mailings; your personal information will remain in our database, however. We will not disclose any personal information to third parties except when it is required to complete a customer-requested transaction or delivery, or if a court subpoenas this information.

2. Protection of Children's Personal Information.

Daikin Applied Electronic Media do not publish content that is targeted to children. It is a policy of Daikin Applied that no information should be submitted to or posted at the Daikin Applied Website by children 18 years of age or under without the consent of a parent or guardian. Daikin Applied Electronic Media do not actively seek any demographic or preference information from children, nor will it ever disclose any personally identifying information regarding children to third parties.

3. Statistical vs. Personal Information.

Some non-personal information may be collected and stored automatically when you visit Daikin Applied Electronic Media. If you do nothing during your visit but browse through the Website, read pages or download information, we will gather and store certain information about your visit automatically. This information does not identify you personally. Our system collects data in the server log that may include IP address, domain name, type of browser, operating system, pages viewed, search requests, and if you linked to our site from another Website, that Website's address may be logged. We aggregate this data and use it for statistical purposes. For example, the aggregated data helps us to determine the volume of our Website users' interest in areas of our Website. It also helps us understand how we can improve the navigation and content of our Website. We may disclose this to third parties, but only in an aggregated form.

4. Use of Cookies.

Non-personal information may also be collected with the use of cookies. When someone visits the Website, a cookie may be placed on the customer's machine (only if the visitor's Web browser has been set to accept cookies) or is read if the visitor has visited the site previously. Daikin Applied Electronic Media may collect aggregated site-visitation statistics using cookies. We do not track individuals' use of the site. If your browser is set to not accept cookies, you will be able to view most of the site; however, you may not be able to take advantage of personalized content, conveniences or services that may be offered on the site.

5. Password Protection.



To protect against unauthorized access to your password and your computer, it is important that you log out when you have completed your business on Daikin Applied Electronic Media on a shared computer.

6. Online Shopping.

When you shop online at Daikin Applied Electronic Media, you are in a secured environment that is designed to protect your transaction and credit card number. We use Secure Sockets Layer (SSL) software which encrypts the information you provide. In addition, we only display the last four digits of your credit card number when confirming your order, although the entire number is transmitted to your credit card company. On our Website, you can tell that the site is secure because the Web address (URL) begins with https://. You may also see an icon representing a lock in the lower right corner of your browser window.

7. Security.

Daikin Applied Electronic Media will provide commercially available and reasonable security measures. However, you understand and acknowledge that certain risks are inherent in transmission of information over the Internet and you agree to assume the security risk for transmission of the information you provide to use this Website. Daikin Applied Electronic Media may, at any time, revise these policies by updating this posting. Your continued use of this Site indicates your acceptance of all revisions. You should, therefore, periodically visit this page to review these policies for changes.

Conditional License

As used herein, Daikin AppliedTools, and each of the applications of Daikin Applied Tools is referred to as "Licensed Software." You, the user, are referred to as "Licensee."

1. License Grant and Restrictions.

- a. Daikin Applied hereby grants to Licensee a non-exclusive, revocable, non-transferable and non-sub licensable license to use the Licensed Software to monitor, control, and service product manufactured or sold by Daikin Applied. Each copy of the Licensed Software is specifically licensed for use in a single facility or on a single computer of Licensee for its intended purpose, and it may not be sublicensed, sold, or otherwise distributed or shared. The license for Licensed Software is subject to the following terms and conditions.
- b. Licensee may load each copy of the Licensed Software and the "Security Key" files provided by Daikin Applied onto a single computer as required to use the Licensed Software for its intended purpose. Licensee may make a single backup or archival copy of the Licensed Software, provided that Licensee affixes to the backup or archival copy any copyright and trademark notice, serial number and any other legend of ownership contained on the original disk from which the archival copy was made.
- c. Licensee agrees to use the licensed Software, and any updates to the Licensed Software, in strict accordance with Daikin Applied's published service practices and/or product warranty guidelines for the sole purpose of monitoring, controlling, or servicing products manufactured or sold by Daikin Applied.
- d. Licensee acknowledges that Daikin Applied may, at its option and at no cost to the Licensee, provide updates to the Licensed Software, and Licensee will use the most current version of the Licensed Software. Daikin Applied may also offer for sale upgrades of the Licensed Software which the Licensee is under no obligation to purchase.



- e. Licensee acknowledges that the Licensed Software may include software that Daikin Applied has obtained or licensed from a third party, and Licensee agrees that the terms and conditions of this Agreement shall be applicable to any such third party software. Licensee agrees to abide by any additional or modified terms and conditions with respect to such third party software if reasonably requested in writing by Daikin Applied and/or the third party.

2. Markings.

Licensee shall use its best efforts to preserve all copyright, trademark, ownership or other notices, legends or markings on the Licensed Software as originally provided by Daikin Applied. In the event Licensed Software contains any copyright or other message imbedded therein, Licensee shall not modify or remove such embedded message. All copyright, trademark, ownership or other notices, legends or markings on the Licensed Software as originally provided by Daikin Applied also shall be clearly displayed on each backup or archival copy of the Licensed Software.

3. Materials.

Installation and security key diskettes, User Manual, and any updates thereto, constitute the entire product referred to herein as the Licensed Software unless the parties otherwise agree.

4. Title.

Title and full ownership rights to the Licensed Software and any updates thereto, including all copyrights therein, shall remain with Daikin Applied and/or its subsidiaries. Daikin Applied expressly retains all rights that it may have under U.S. or foreign laws or international treaties relating to the Licensed Software, except for those rights expressly granted to Licensee herein.

5. Licensee Expenses.

Costs and expenses incurred by Licensee relating to any use of Licensed Software, or any other costs not specifically agreed upon by the parties in writing, shall be responsibility of Licensee.

6. Payment.

The Sales Price does not include any federal, state, local or other governmental taxes, or other tariffs which may be imposed on the sale, transportation, production, storage, or export of the Licensed Software. Any and all such taxes and costs shall be paid by Licensee and Daikin Applied shall have no liability therefor.

7. Updates and Maintenance.

Daikin Applied may provide reasonable technical support for the current version and the latest prior version of the Licensed Software at hours, and or terms and conditions, determined solely by Daikin Applied. Licensee shall, promptly upon discovery thereof, notify Daikin Applied, in writing, of any errors or defects in the Licensed Software and/or periodic update thereto. Daikin Applied will repair or remedy such errors or defects which Daikin Applied deems necessary.

8. No Modification by Licensee.

Licensee agrees not to translate, reverse assemble, reverse compile, adapt, translate, alter, modify or change in any way the Licensed Software, or any update thereto, without the prior written authorization of Daikin Applied.

9. Warranties.



Daikin Applied warrants that the diskettes containing the Licensed Software shall be free from defects in material or workmanship for a period of ninety (90) days from the date of delivery to Licensee. Daikin Applied also warrants that the Licensed Software shall be delivered free of any rightful claim of infringement of any copyright, trademark, trade secret or other proprietary right of any third party, provided that prompt notice of, and control over, such claims is provided to Daikin Applied by Licensee. In the event of such claim, Daikin Applied may, at its sole option, defend the claim, procure for Licensee the continued rights as described herein, modify the Licensed Software so the claim is avoided without reduced functionality, or refund Licensee's sales price paid. Daikin Applied's option shall be its sole obligation and Licensee's sole remedy in such event.

10. Warranty Disclaimer.

The Licensed Software and any and all updates thereto are licensed "As Is" with the exception of the warranties specifically provided herein. Daikin Applied does not claim and does not warrant that the Licensed Software will run error free. WITH THE EXCEPTION OF THE WARRANTIES PROVIDED HEREIN, DAIKIN APPLIED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE LICENSED SOFTWARE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND DAIKIN APPLIED WILL NOT OTHERWISE BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LICENSEE'S USE OF THE LICENSED SOFTWARE OR FOR ANY ERROR OR DEFECT IN THE LICENSED SOFTWARE. DAIKIN APPLIED'S TOTAL MAXIMUM LIABILITY TO LICENSEE SHALL NOT EXCEED THE TOTAL AGGREGATE PAYMENTS BY LICENSEE TO DAIKIN APPLIED WITH RESPECT TO THE LICENSED SOFTWARE.

11. Government Licensee.

If Licensee is acquiring the Licensed Software as, or on behalf of, the United States Government, the Government acknowledges and agrees that the Licensed Software and related documentation were developed at private expense and no part of the Licensed Software or related documentation is in the public domain. The Government acknowledges that the Licensed Software is "Restricted Computer Software" as defined in the Department of Federal Acquisition Regulation Supplement (DEARS), and agrees that:

- a. If the Licensed Software is supplied to the Department of Defense (DOD), the Licensed Software is classified as "Commercial Computer Software" and the Government is acquiring only "restricted rights" in the Licensed Software and related documentation defined in the DFARS, and
- b. If the Licensed Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Government's rights in the Licensed Software and documentation relating thereto will be defined in Clause 52.227-19(c)(2) of the FAR.
- c. Use, duplication, or disclosure by the Government is subject to restrictions set forth in the Rights in Technical Data and Computer Software clause at DEARS 252.227-7013(c) (1) (ii).

12. Confidentiality.

- a. Licensee acknowledges that Licensed Software and periodic updates contain valuable confidential information belonging to Daikin Applied. Licensee agrees to use its best efforts not to release, disclose or otherwise permit unauthorized access to such confidential information.
- b. No information provided by Licensee will be deemed confidential unless Daikin Applied so agrees in writing.
- c. Licensee will use its best efforts to ensure that all individuals who are provided access to the Licensed Software will observe and perform this nondisclosure covenant.



13. Termination of Agreement.

- a. Daikin Applied may revoke or terminate this Agreement at any time and for any reason.
- b. In the event of termination of this Agreement, all rights granted by this Agreement shall revert to Daikin Applied, and Licensee will deliver to Daikin Applied all material furnished by Daikin Applied pertaining to the Licensed Software and will also warrant that all copies thereof have been returned to Daikin Applied or destroyed.
- c. In the event of termination of this Agreement, Licensee and Daikin Applied shall remain obligated with respect.

14. Completeness.

This Agreement constitutes the complete agreement and understanding between the parties relating to Licensed Software and updates thereto. This Agreement supersedes all prior agreements, understandings, and negotiations whether written or verbal with respect to the subject matter thereof. This Agreement can only be modified by a written agreement signed by both parties.

15. Export Regulations.

Licensee understands that the Export Administration Regulations of the Department of Commerce of the United States may prohibit the export of the Licensed Software to certain countries, agrees to conform to those regulations and to indemnify Daikin Applied against any loss related to Licensee's failure to conform to those regulations.

16. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, United States of America and not the UNCISG. To the extent required in order to comply with the laws and regulations of any country in which Licensed Software is distributed or used, the terms and conditions of this Agreement shall be construed to most nearly effectuate the purposes of the Agreement as set forth herein. If any provision of this Agreement shall be held to be unenforceable, such holding shall not affect the enforceability of any other provision hereof.

17. Attorneys' Fees.

In the event of any legal action or other proceeding that is brought about to enforce this Agreement, the prevailing or successful party shall be entitled to recover reasonable attorneys' fees as well as other costs incurred in that action or proceeding in addition to pay compensation to which it may be entitled as a result.

18. Agreement Successors and Assigns.

The terms and conditions of this Agreement shall inure to the benefit of and enforceable by Daikin Applied and the successors and assigns of Daikin Applied's interest in this Agreement and/or Daikin Applied's ownership of the Licensed Software.