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2. Information and Privacy

As part of registering the System or your user account, you may be asked to provide certain personal information including, but not limited to, your name, e-mail address, phone number, and mailing address (together with any other personal information you voluntarily provide, collectively, “**Personal Information**”). You may choose not to provide Personal Information, but some features of the System may be unavailable.

In addition to the Personal Information you provide, Lennox and its subsidiaries, affiliates, and agents may collect and use diagnostic, technical, and other usage information related to your use of the System (“**Non-Personal Information**”). You agree that Lennox and its subsidiaries, affiliates and agents may collect, maintain, process, use and share such Personal Information and Non-Personal Information in accordance with the Lennox Privacy Policy available at [<http://www.lennox.com/privacy-policy>].

Notwithstanding the foregoing, you acknowledge and agree that any information that has been aggregated or otherwise de-identified by Lennox, such that the resulting data does not identify any individual or entity, will be owned by Lennox and that Lennox may use and share such information for any reason it sees fit.

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You hereby grant to Lennox an exclusive, royalty-free, fully paid-up worldwide, transferable, sublicensable, irrevocable, and perpetual license to any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the operation of the System, to copy, distribute, reproduce, display, modify, transmit, use and create derivative works of any of the foregoing in connection with Lennox’s performance under this EULA or otherwise in connection with Lennox’s or its affiliates’ business purposes.

4. Monitoring

The System may be configured to allow for remote monitoring by Lennox or third parties. Lennox will not remotely monitor the without prior notification on www.inteligen.online, in which case such monitoring will be governed by such agreement. If you choose to contract with a third party for monitoring services, such contract will be solely between you and such third party, and Lennox will have no liability under such contract.

5. Security

Lennox uses commercially reasonable measures to secure the System. However, you acknowledge that no internet transmissions can be guaranteed to be 100% secure and free from third party interception or alteration, and thus you use the online functions of the System at your own risk. You are solely responsible for maintaining the security and integrity of your user accounts and passwords, and you will be fully responsible and liable for any actions taken using such login credentials.

6. Term and Termination

This EULA commences on the earlier of the date that you accept the terms of this EULA or otherwise access or use the System, and continues until terminated by either party hereto. You may terminate this EULA by discontinuing all use of the System and uninstalling all copies in your possession or control. Lennox may terminate this EULA with or without notice to you if you materially breach this EULA.

7. DISCLAIMERS

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SYSTEM IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM IS PROVIDED “AS IS”, “WHERE IS”, AND “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LENNOX DOES NOT GUARANTEE ANY PARTICULAR RESULTS

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9. Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LENNOX, ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, AWARDS, PENALTIES, INTEREST, FINES, COSTS, FEES OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY CLAIM, DEMAND, SUIT, ACTION, ALLEGATION, OR ANY OTHER PROCEEDING THAT ARISES OUT OF OR RELATES TO YOUR BREACH OF THIS EULA, YOUR USE OF THE SYSTEM IN AN UNAUTHORIZED MANNER INFRINGING, VIOLATING OR

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