

## INTERLOGIX SECURITY PRO PROGRAM TERMS AND CONDITIONS

**THESE INTERLOGIX SECURITY PRO PROGRAM (“PROGRAM”) TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) GOVERN PARTICIPATION IN THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ACCESS AND USE OF THE PORTAL (AS DEFINED HEREIN).**

**THESE TERMS AND CONDITIONS CONTAIN WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY WITH RESPECT TO THE PROGRAM AND/OR THE PORTAL.**

**BY CLICKING “ACCEPT” OR ACCESSING OR USING THE PORTAL, THE PARTICIPATING SECURITY DEALER (“PARTICIPATING DEALER,” “YOU,” OR “YOUR”) AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THEN CLICK “DECLINE” AND DO NOT PARTICIPATE IN THE PROGRAM OR ACCESS OR USE THE PORTAL.**

**1. Definitions.**

“Data Privacy Laws” shall mean applicable laws and regulations relating to Personal Information protection of any country, state, or municipality with jurisdiction to regulate the activity covered by these Terms and Conditions.

“Interlogix Marks” shall mean all the trademarks owned by or licensed to UTC Fire & Security Americas Corporation, Inc. (“Interlogix”) or its affiliates.

“Licensed Marks” shall mean only those marks that are expressly depicted in the [Interlogix Brand Standards](#), which will be made available on the Portal. Licensed Marks shall not include any other trademark owned or licensed by Interlogix. Interlogix may add, modify, or delete one, more, or all of the trademarks that comprise the Licensed Marks. The Licensed Marks are trademarks owned by or licensed to Interlogix or its affiliates. Unless otherwise stated herein, the Licensed Marks include the marks depicted in the [Security Pro Brand Guidelines](#), which will be made available on the Portal.

“Licensed Term” shall mean the period starting upon Participating Dealer’s acceptance of the Terms and Conditions up to the earliest of: (i) Interlogix’s termination of the Program in its entirety or the termination of Participating Dealer’s participation in the Program, or (ii) the date on which Participating Dealer no longer markets or sells Qualifying Interlogix Products and Services that bear a Licensed Mark.

“Participating Dealers” shall mean professional security dealers that are invited by Interlogix to participate in the Program, elect to participate by registering at [www.securitypro.com](http://www.securitypro.com), and agree to these Terms and Conditions.

“Portal” shall mean the website established and maintained by Interlogix for the Program. Once the Portal is fully functional, Participating Dealer may, among other things, view messages from the Program administrator, view its recent spend on Qualifying Interlogix Products and Services, and make submissions for Pro Points reimbursement using the Portal. Additional information regarding the Portal’s capabilities will be made available to Participating Dealers.

“Processing” shall mean any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, sharing, alignment or combination, restriction, erasure, or destruction.

“Qualifying Interlogix Products and Services” shall include Interlogix products and services purchased directly from Interlogix or through authorized Interlogix distributors in the following categories: Intrusion, Life Safety, Video, Access, and Smart Home. For the purposes of these Terms and Conditions, “Qualifying Interlogix Products” shall have the same meaning, but shall only include products and not services.

**2. Program Year.** Each year of the Program shall take place from July 1 through June 30 of the following year (each such period, a “Program Year”).

**3. Program Level.**

(a) Participating Dealer shall be assigned a “Program Level” for the specified Program Year. Participating Dealer’s Program Level determines the Program benefits for which Participating Dealer will be eligible. For the first year of the Program (July 1, 2018 through June 30, 2019) (“Program Year 1”), Participating Dealer shall be notified of its Program Level on or after February 1, 2019. For all subsequent Program Years, Participating Dealer shall be notified of its Program Level on or after August 1 of that Program Year. You acknowledge that Interlogix may notify you of your Program Level through the Portal.

(b) Program Level shall be determined by Participating Dealer’s: (i) total annual purchases of Qualifying Interlogix Products and Services during the prior Program Year, and (ii) training hours completed per technician during the prior Program Year. For Program Year 1, Program Level shall be determined by Participating Dealer’s: (i) total annual purchases of Qualifying Interlogix Products and Services from July 1, 2018 through December 31, 2018, and (ii) training hours completed per technician from July 1, 2018 through December 31, 2018. Notwithstanding the foregoing, Interlogix may notify Participating Dealer during the current Program Year that it has already qualified for a higher Program Level for the following year, and may, in its sole discretion, allow such Participating Dealer to move up to the higher Program Level during the current Program Year.

(c) Program Levels shall be as follows: Registered, Gold, Platinum, and Diamond.

Total annual purchase and training hour requirements for each Program Level are as follows:

Criteria	Registered	Gold	Platinum	Diamond
Minimum annual spend on Interlogix product	\$15K	\$75K	\$200K	\$750K
Minimum training hours per technician per year	6 hours	6 hours	6/9/12 hours*	6/9/12 hours*

\*Training hours required depends on the nature of the business. Participating Dealers installing predominantly intrusion equipment shall meet a minimum training hours per technician per year requirement of six (6) hours. Participating Dealers installing intrusion and video or intrusion and access shall meet a

minimum training hours per technician requirement of nine (9) hours. Participating Dealers installing intrusion, video, and access shall meet a minimum training hours per technician requirement of twelve (12) hours.

For Program Year 1, the annual spend and training hour requirements to qualify for each Program Level will be half of the values provided above.

#### 4. Program Benefits.

(a) *Overview.* Program benefits are set forth in Exhibit A attached hereto. For Program Year 1, Participating Dealer shall be eligible for benefits beginning on February 1, 2019. For subsequent Program Years, Participating Dealers shall be eligible for benefits beginning on August 1.

(b) *Further Detail regarding Benefits.*

- a. Access to Product Photos. Participating Dealers may access certain Interlogix product photos found on the Portal in the Interlogix image bank ("Interlogix Images") and may use Interlogix Images in accordance with Section 5 herein. Additional terms related to Interlogix Images will be made available on the Portal.
- b. Newsletter/ Direct-to-dealer Communications. Interlogix shall send newsletters and emails to Participating Dealers regarding, among other things, new products, product updates, technical information, and product promotions.
- c. Usage of Licensed Marks. See Section 5 for further information. Gold, Platinum, and Diamond Participating Dealers may use the marks depicted in the Security Pro Brand Guidelines.
- d. Access to Materials that Can be Co-branded. Materials that can be co-branded will be made available on the Portal, and co-branding is subject to the terms set forth in the Security Pro – Pro Points Guide referenced in Section 4(b)(h). Gold, Platinum, and Diamond Participating Dealers shall have access to such materials.
- e. Listing on Where to Buy. Gold, Platinum, and Diamond Participating Dealers shall be listed on the [www.interlogix.com](http://www.interlogix.com) "Where to Buy" locator tool ("Where to Buy") unless they opt out of being listed. Search results when using Where to Buy will show Diamond-level Participating Dealers first, followed by Platinum and then Gold.
- f. Interlogix Partner Conference Benefits. Further detail is found in Exhibit A.
- g. Invitation to Attend New Product Introduction ("NPI") Webinars. Interlogix shall periodically invite Participating Dealers to attend NPI webinars that give customers the opportunity to learn about new products.
- h. Pro Points. Additional information regarding Pro Points is found in the Interlogix Security Pro - Pro Points Guide. Pro Points shall be available for Gold, Platinum, and Diamond Participating Dealers.
- i. Pro Promotions. Interlogix shall invite Gold, Platinum, and Diamond Participating Dealers to participate in certain promotions ("Pro Promotions") that may feature newly-released products, overstocked products, or other products Interlogix desires to promote. When such Participating Dealers purchase products through a Pro Promotion, they will receive more Pro Points than they would normally receive for purchasing such products. Further details regarding Pro Promotions will be made available on the Portal.
- j. Special Product Trainings. Platinum and Diamond Participating Dealers shall have the opportunity to

participate in special trainings, which may include trainings on new products or for newly-hired technicians.

k. Extended Product Warranty.

- i. If a Platinum Participating Dealer purchases Qualifying Interlogix Products directly from Interlogix, an additional one (1) year shall be added to the warranty periods set forth in the Interlogix Return & Warranty Policy for Dealers. If a Diamond Participating Dealer purchases Qualifying Interlogix Products directly from Interlogix, an additional two (2) years shall be added to the warranty periods set forth in the Interlogix Return & Warranty Policy for Dealers.
- ii. The benefit differs for Platinum and Diamond Participating Dealers purchasing Qualifying Interlogix Products from authorized Interlogix distributors, because the product warranties included in the Return & Warranty Policy for Distributors are between Interlogix and each authorized distributor. Consequently, for Platinum and Diamond Participating Dealers, an additional one (1) year (for Platinum) or two (2) years (for Diamond) shall be added to the warranty periods extended to authorized distributors pursuant to the Return & Warranty Policy for Distributors, but shall only be honored by Interlogix for products resold by such distributors to Platinum and Diamond Participating Dealers. Interlogix shall not extend warranties for any other products purchased by an authorized distributor.
- iii. Notwithstanding the foregoing, Interlogix shall not extend warranties for third-party manufactured products; products that do not come with a warranty (e.g., the UltraSync mobile app); or discontinued proximity readers, IFS fiber transmission products, and UTP products (which are subject only to the terms of the Return & Warranty Policies for Dealers and Distributors).
- iv. In order to use this benefit, a Participating Dealer must be Platinum or Diamond level when it purchases the Qualifying Interlogix Product and when it returns the Qualifying Interlogix Product.
- l. Preferred Technical Support. Platinum and Diamond Participating Dealers shall have preferential access to Interlogix technical support. Platinum and Diamond Participating Dealers' calls will be prioritized ahead of others on hold.
- m. New Product Samples. Diamond Participating Dealers shall receive complimentary product samples for select NPIs.

#### 5. Use of Licensed Marks, Interlogix Images, and Co-branded Materials.

(a) *Limited License of Licensed Marks, Interlogix Images, and Co-branded Materials; License Limitations.* Subject to Participating Dealer's compliance with the Terms and Conditions and only during the Licensed Term, Interlogix hereby grants Participating Dealer a personal, non-exclusive, non-transferable, revocable, royalty-free license, without the right to sublicense, to use the Licensed Marks, Interlogix Images, and co-branded materials referenced in Section 4(b)(d) in advertising, sales promotion and marketing materials, signs, displays, and other marketing materials, but only in connection with Participating Dealer's resale of Qualifying Interlogix Products and Services that bear a

Licensed Mark. Participating Dealer may only use Licensed Marks directly in association with names or illustrations of such products and services or with said products and services themselves. Participating Dealer may also use Interlogix Images for its website and sales communications (including emails) subject to the limitations set forth herein.

*License Limitations.* Participating Dealer may not reverse engineer, disassemble, decompile, or decipher the Licensed Marks, Interlogix Images, or co-branded materials. Participating Dealer may not sublicense or transfer its rights pursuant to this Section 5 to any third party. Except as otherwise expressly permitted by Interlogix, Participating Dealer may not modify or create derivative works of the Licensed Marks, Interlogix Images, or co-branded material, in whole or in part. Participating Dealer may not remove any proprietary notices or labels on the Interlogix Images or co-branded materials. Without limiting any of the foregoing, Participating Dealer may not make any use of the Licensed Marks, Interlogix Images, or co-branded materials in any manner not expressly permitted by these Terms and Conditions and any additional information about the Licensed Marks, Interlogix Images, and co-branded materials made available by Interlogix to Participating Dealer.

(b) *Validity and Ownership of Interlogix Marks.* Participating Dealer admits the validity and Interlogix's ownership of the Interlogix Marks and agrees that any and all goodwill, rights, or interests that might be acquired with respect to the Licensed Marks used by Participating Dealer shall inure to the sole benefit of Interlogix. If Participating Dealer obtains rights or interests in the Interlogix Marks, Participating Dealer hereby transfers, agrees to transfer, and shall execute upon request by Interlogix any additional documents or instruments necessary or desirable to transfer, those rights or interest to Interlogix. Participating Dealer admits and agrees that, as between Interlogix and Participating Dealer, Participating Dealer has been extended only a mere permissive right to use the Licensed Marks as provided in these Terms and Conditions which is not coupled with any ownership interests.

(c) *Similar Marks.* Participating Dealer agrees not to: (a) use or register in any jurisdiction any marks confusingly similar to or consisting in whole or in part of, any of the Interlogix Marks or (b) register any of the Interlogix Marks in any jurisdiction. Whenever Participating Dealer becomes aware of any reasonable likelihood of confusion or risk thereof between a non-licensed trademark used by Participating Dealer and a Interlogix Mark, or if Interlogix notifies Participating Dealer that it reasonably believes such risk exists, Participating Dealer shall take appropriate steps, including all reasonable steps requested by Interlogix, to promptly remedy or avoid such confusion or risk of confusion. Without limiting the foregoing, Participating Dealer specifically agrees that it will not, in any manner, use the words UTC, United Technologies, UTCFSA, GE, GE Security, Interlogix, Supra, Onity, Lenel, Chubb, Kidde, EST, Vigilant, Dukane, FireworX, Carrier, or any other Interlogix Marks or any imitation or variant thereof as part of Participating Dealer's trade name, company name, or firm name. Participating Dealer shall not, expressly or by implication, do business as or represent itself as Interlogix or otherwise use materials bearing any of the Interlogix Marks in a manner that is false or misleading.

(d) *Brand Standards and Guidelines.* Participating Dealer shall ensure that all materials it uses in any way satisfy the brand standards/guidelines provided by Interlogix with respect to the appearance and manner of use of the

Licensed Marks. In using the Licensed Marks, Participating Dealer shall indicate that the Licensed Marks are trademarks of Interlogix. Any use of the Interlogix Marks not specifically provided for by the Interlogix brand standards and guidelines (including any uses not contemplated therein, any uses in contravention thereof, and any clarifications thereof) shall be adopted by Participating Dealer only upon prior written approval by Interlogix. Interlogix may amend the Interlogix and Security Pro Brand Guidelines at any time.

(e) *Internet.* Participating Dealer shall not use the Licensed Marks in a domain name, website name, or as part (or whole) of the URL relating to a website. Participating Dealer shall not link web pages featuring the Licensed Marks to any other website owned or controlled by Interlogix and shall not enter into any agreement relating to the placement of paid listings for "keyword" or similar website searches that consist of the Licensed Marks either alone or in combination with other words and phrases.

(f) *No Harm.* Through its use of the Interlogix Images, co-branded materials, or otherwise, Participating Dealer will not do or cause to be done any act (i) disparaging Interlogix or any of the Qualifying Interlogix Products or Services or (ii) disputing, attacking, challenging, impairing, diluting, or in any way seeking to harm the reputation or goodwill associated with the Licensed Marks.

(g) *Termination of License.* The rights granted to Participating Dealer under this Section 5 shall immediately terminate in the event that Participating Dealer's acts or omissions breach the Terms and Conditions or otherwise harm the reputation or goodwill associated with the Licensed Marks. Upon expiration or termination for any reason, Participating Dealer shall immediately cease and completely discontinue use of the Licensed Marks, Interlogix Images, and co-branded materials and take all other actions necessary to effect the elimination of all such uses of the Licensed Marks, Interlogix Images, and co-branded materials.

(h) *Marketing and Promotional Material.* Participating Dealer shall submit for review and approval by Interlogix any and all material created or used by Participating Dealer that bears any of the Licensed Marks. Participating Dealer shall not use or otherwise distribute such materials without the prior written consent of Interlogix.

(i) *Communications Guidelines.* Any use by Participating Dealer of an Interlogix Mark that is not a Licensed Mark under these Terms and Conditions is strictly prohibited. Participating Dealer shall, in all communications relating to the sale of Qualifying Interlogix Products and Services (including any telephone sales calls), identify themselves by the Participating Dealer's name as registered with the applicable secretary of state in the state in which it is formed or incorporated and which is used on Participating Dealer's federal and state tax returns. Further, Participating Dealer shall not refer to itself as "GE," "GE Security," a "GE Authorized Dealer," "Interlogix," an "Interlogix Authorized Dealer," "UTC," "UTC Fire & Security," a "UTC Authorized Dealer", "Carrier", or a "Carrier Authorized Dealer" orally or in writing. No reference may be made, orally or in writing, by Participating Dealer or any of its employees, contractors, or representatives, except that they may refer to security products specifically or generically (e.g., Interlogix security systems, Interlogix intrusion panels, or Interlogix panels).

(j) *Reservation of Rights.* Participating Dealer is authorized to use the Licensed Marks, Interlogix Images, and

co-branded materials only as provided in these Terms and Conditions. Any right not expressly granted to Participating Dealer, including any right to use any other mark owned or licensed by Interlogix, is specifically reserved for Interlogix.

**6. License Grant related to Access and Use of the Portal.** Conditioned upon Participating Dealer's full compliance with these Terms and Conditions, Interlogix grants to Participating Dealer a personal, nonexclusive, nonsublicensable, revocable license to access and use the Portal solely in connection with Participating Dealer's participation in the Program and only while Participating Dealer remains in compliance with these Terms and Conditions and in good standing with respect to Interlogix (which shall be determined in Interlogix's sole discretion).

**7. License Limitations related to Access and Use of the Portal.** The license granted in Section 6 is conditioned upon Participating Dealer's compliance with the following limitations:

(a) *Reverse Engineering.* Participating Dealer may not decompile, decipher, disassemble, reverse engineer, or otherwise attempt to access the Portal or circumvent any technical limitations in the Portal that limit or restrict use of the Portal, except as expressly permitted by applicable law notwithstanding this limitation.

(b) *No Distribution, Rental or Transfer.* Participating Dealer may not distribute, rent, lease, lend, transfer, sublicense, disclose, or otherwise provide access to the Portal to any third party.

(c) *No Modification or Derivative Works.* Participating Dealer may not modify or create derivative works of the Portal, in whole or in part.

(d) *Proprietary Notices.* Participating Dealer may not remove any proprietary notices or labels on the Portal.

(e) *Non-Permitted Uses.* Without limiting any of the foregoing, Participating Dealer may not make any use of the Portal in any manner not expressly permitted by these Terms and Conditions and any additional information about Portal use made available by Interlogix to Participating Dealer.

**8. Reservation of Rights and Ownership related to the Portal.**

(a) Interlogix or its affiliates own(s) the title, copyright, and other intellectual property rights in the Portal. The Portal is protected by copyright and other intellectual property laws and treaties. Your access to and use of the Portal, if any, does not transfer to Participating Dealer or any third party any rights, title, or interest in or to such intellectual property rights. Interlogix and its affiliates and licensors and suppliers reserve all rights not granted in these Terms and Conditions. Access to use the Portal is licensed to you, not sold, under these Terms and Conditions.

(b) All information, files, graphics, images, documentation, communications, and any other material (except Feedback, (defined below)) that Participating Dealer chooses to submit using the Portal (collectively, "User Submissions"), if any, are understood to be submitted voluntarily and will not be considered confidential or proprietary. Interlogix does not claim ownership of User Submissions. However, by submitting, uploading, posting, or transmitting User Submissions and/or personally identifiable information on areas of the Portal, you grant to Interlogix a worldwide, royalty-free, non-exclusive, sublicensable license

to use, distribute, reproduce, modify, adapt, create derivative works of, publish, translate, publicly perform and publicly display those User Submissions in accordance with these Terms and Conditions. You are solely responsible for all User Submissions uploaded, downloaded, posted, emailed, transmitted, stored or otherwise made available through the Portal. Interlogix reserves the right to determine whether any User Submission is appropriate and in compliance with these Terms and Conditions, and may pre-screen, monitor, filter, restrict, block, move, refuse, modify or remove User Submissions at any time in its sole discretion, without prior notice. Interlogix does not guarantee the security or availability of any User Submissions or other information transmitted or stored through the Portal.

(c) Participating Dealer may choose to, or Interlogix may invite Participating Dealer to, submit comments, suggestions, or ideas about the Portal ("Feedback"). By submitting any Feedback, Participating Dealer agrees that its submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Interlogix under any fiduciary or other obligation. Participating Dealer irrevocably assigns to Interlogix all right, title, and interest throughout the world in the Feedback without the right to any compensation or royalties from Interlogix and, to the extent allowed by applicable law, Participating Dealer waives all moral rights you may have in the Feedback. Interlogix may use, copy, modify, publish, or redistribute the submission and its contents, including any Feedback, for any purpose. Participating Dealer also agrees that Interlogix does not waive any rights to use similar or related ideas previously known to Interlogix, developed by its employees, or obtained from other sources.

(d) Interlogix may use (or share with third parties subject to their agreement to reasonable confidentiality terms) Participating Dealer's information received in connection with Participating Dealer's registration for and use of the Portal, if relevant, only to the extent required to administer, deliver, repair, or improve the Portal. Except as described in these Terms and Conditions, Interlogix will not use or share with third parties Participating Dealer's information received in connection with Participating Dealer's registration for and use of the Portal, if relevant. Interlogix may provide information about Participating Dealer, including personally identifiable information, to a third party if required by law, or in the good-faith belief that such action is necessary to comply with state and/or federal laws or respond to a court order, subpoena, or search warrant.

(e) Interlogix reserves the right to transfer any information Interlogix has about Participating Dealer in the event Interlogix sells or transfers all or a portion of its business or assets.

**9. Updates to Portal.** These Terms and Conditions apply to any updates, supplements, and add-on components of the Portal that Interlogix may, in its sole discretion, provide or make available to Participating Dealer (each an "Update"). If Interlogix provides additional terms along with an Update, those terms will apply to the Update.

**10. Personal Information Protection and Privacy.** The Portal may require the collection and processing of information or data that is related to any identified or identifiable natural person ("Personal Information") to function as intended, including for the purposes of Program registration, Portal access, and outgoing communications. Both parties will comply with applicable Data Privacy Laws as

pertaining to Personal Information Processed in connection with activity under these Terms and Conditions. To the extent necessary, the parties agree to work together and in good faith to make any amendments or to enter into any additional agreements as may be required by a change in Data Privacy Laws. If Participating Dealer provides Interlogix with any Personal Information, Participating Dealer will ensure that it has the legal right to do so. Participating Dealer will provide notice to the individuals whose Personal Information it has provided to Interlogix prior to providing it to Interlogix. Interlogix may share Personal Information with Interlogix's service providers but only in accordance with applicable Data Privacy Laws and with appropriate protections in place. Interlogix may store Personal Information on servers located and accessible globally by Interlogix, its affiliates, and their service providers with appropriate protections in place. Interlogix, its affiliates, its licensors and/or its suppliers will retain, use, process and transfer Personal Information provided to Interlogix through its websites in accordance with applicable data privacy laws and in accordance with the Privacy Notice available at <http://www.ccs.utc.com/ccs/en/worldwide/privacy-policy/>.

**11. Breach and Return of Materials.** Participating Dealer's participation in the Program will automatically terminate upon Participating Dealer's breach of any of these Terms and Conditions. In the event of termination for any reason set forth herein, Participating Dealer must immediately cease accessing the Portal, if relevant, and the following Sections of these Terms and Conditions will survive: Sections 7-8, 10-11, 13-18, 20-21, and 23.

**12. Modifications to Program, Portal, and Terms and Conditions; Additional Information re: Program Termination.**

(a) Interlogix reserves the right to modify the Program, the Portal, and the Terms and Conditions at any time without notice. Updated Terms and Conditions reflecting such modifications shall be posted to the Portal.

(b) Interlogix reserves the right to terminate the Program at any time, and will endeavor to give thirty (30) days notice of such termination through an announcement on the Portal.

(c) Participation in the Program by Participating Dealer during one Program Year does not guarantee that Participating Dealer can continue to participate in subsequent Program Years.

**13. DISCLAIMER OF WARRANTIES.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PORTAL IS PROVIDED AS IS AND WITH ALL FAULTS. INTERLOGIX AND ITS AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, LACK OF VIRUSES OR BUGS, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS WITH REGARD TO THE PORTAL. INTERLOGIX AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED.

**INTERLOGIX FURTHER DISCLAIMS ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR SIMILAR LAW AS ENACTED BY ANY STATE.**

(b) INTERLOGIX DOES NOT REPRESENT TO YOU THAT THE PORTAL MAY NOT BE HACKED, COMPROMISED, AND/OR CIRCUMVENTED.

**14. PRODUCT WARNINGS.**

**THE PORTAL MAY STILL BE HACKED, COMPROMISED, AND/OR OTHERWISE CIRCUMVENTED AND INTERLOGIX MAKES NO REPRESENTATION, WARRANTY, COVENANT, OR PROMISE THAT THE PORTAL WILL NOT BE HACKED, COMPROMISED, AND/OR OTHERWISE CIRCUMVENTED.**

**15. INDEMNITY; LIMITATION OF LIABILITY.**

Participating Dealer agrees to defend, indemnify, and hold harmless Interlogix and its officers, directors, employees, agents, affiliates, and their successors and assigns from all claims and expenses (including, without limitation, attorney's fees and costs) arising out of or in connection with your use of the Portal, your breach of these Terms and Conditions, or your violation of any laws or regulations or the rights of any third party.

**EXCLUSIONS OF CERTAIN DAMAGES; LIMITATIONS OF LIABILITY. IN NO EVENT WILL INTERLOGIX OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUES, DAMAGES TO COMPUTER SYSTEMS OR OTHER SYSTEMS, LOSS OF DATA, GOODWILL, USE, OR OTHER LOSSES) ARISING OUT OF OR IN ANY WAY RELATED TO THE PORTAL, THE QUALIFYING PRODUCTS AND SERVICES, OR THESE TERMS AND CONDITIONS, REGARDLESS OF THE CAUSE OF ACTION OR THE BASIS OF THE CLAIM AND EVEN IF INTERLOGIX HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES OR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. INTERLOGIX AND ITS AFFILIATES BEAR NO LIABILITY FOR ANY DAMAGES RESULTING FROM USE OR ATTEMPTED USE OF THE PORTAL.**

**INTERLOGIX'S AND ITS AND AFFILIATES' ENTIRE LIABILITY UNDER THESE TERMS AND CONDITIONS AND PARTICIPATING DEALER'S EXCLUSIVE REMEDY WILL BE LIMITED TO THE ACTUAL DAMAGES PARTICIPATING DEALER INCURS IN REASONABLE RELIANCE ON THE PROGRAM AND/OR THE PORTAL IN ACCORDANCE WITH THESE TERMS AND CONDITIONS UP TO \$500. NO ACTION, REGARDLESS OF FORM, RELATING TO THE PROGRAM OR PORTAL MAY BE BROUGHT BY PARTICIPATING DEALER MORE THAN ONE YEAR AFTER PARTICIPATING DEALER HAS KNOWLEDGE OF THE OCCURRENCE WHICH GIVES RISE TO THE CAUSE OF ACTION.**

**16. Consumer Sales Practices.** Participating Dealer and its employees and representatives are not Interlogix's or Interlogix's affiliates' agents, do not act on behalf of Interlogix or Interlogix's affiliates, and shall not hold themselves out as employees, agents, or representatives of Interlogix, Interlogix's affiliates, or any brand owned or licensed to

Interlogix or Interlogix's affiliates, or in a manner that could cause confusion by a consumer to perceive that Interlogix or an Interlogix affiliate is in any way seeking a sales relationship with the consumer. Interlogix and its affiliates do not authorize Participating Dealer to conduct any telemarketing activities on their behalf. In conducting its own sales involving Interlogix-brand products or services, Participating Dealer is solely responsible for strict adherence to all federal, state and local laws and requirements pertaining to sales and telemarketing to consumers, including, but not limited to, prohibitions against engaging in misleading or deceptive sales practices and compliance with the Telemarketing Sales Rule (TSR) and the Telephone Consumer Protection Act (TCPA), 47 U.S.C. 227, including but not limited to the TCPA's requirements regarding "do not call" and "robocall" restrictions. Participating Dealer is strictly prohibited from using any Program benefits to hold itself out as an agent of Interlogix or Interlogix's affiliates, or as acting on behalf of Interlogix or Interlogix's affiliates.

Any alleged violation of applicable telemarketing laws or laws prohibiting deceptive trade practices related to sales by Participating Dealer of Interlogix-brand products or services is a material breach of these Terms and Conditions and Participating Dealer's participation in the Program automatically terminates and Interlogix may seek indemnity from Participating Dealer pursuant to Section 15. Participating Dealer and its employees and representatives shall not conduct themselves in a manner that will lead to any injury to Interlogix's image or reputation.

Participating Dealer acknowledges that it is solely responsible for the actions and activities of any third-party or telemarketer that it retains to conduct any marketing activities on its behalf, and is responsible for conducting reasonable due diligence as to the reputation and training of such third-party. Interlogix will not draft, review, or approve any telemarketing script. Participating Dealer further acknowledges that Interlogix has not required, requested, encouraged, or recommended that Participating Dealer utilize telemarketing to market Interlogix products and services and that any decision to utilize telemarketing is solely the decision of Participating Dealer. Participating Dealer is also aware of its obligation to be aware of laws governing telemarketing and to comply with said laws, and to consult with its own legal counsel to ensure compliance with applicable laws.

If Interlogix receives any individual complaints regarding Participating Dealer's telemarketing practices, home solicitation practices, or any other alleged deceptive trade practices, Interlogix will forward such complaints to Participating Dealer. Participating Dealer is required to respond appropriately and in a timely fashion to the individuals concerned. Participating Dealer is also required to forward to Interlogix a complete copy of Participating Dealer's response to such complaints and all related documents, records, and/or correspondence. With respect to any complaints that Participating Dealer receives directly from individuals about Participating Dealer's practices (or the practices of any third party engaged by Participating Dealer), Interlogix expects that Participating Dealer will respond appropriately and in a timely fashion. Interlogix also expects that, upon request by Interlogix, Participating Dealer will provide Interlogix with access to the individual complaints Participating Dealer has received relating to Interlogix-manufactured products, as well as a complete copy of Participating Dealer's response and all related documents, records, and/or correspondence.

In the event that Interlogix reasonably believes that a breach of any of the representations and warranties contained in this Section 16 has occurred or will occur, then in addition to any other rights and remedies Interlogix may have hereunder, Interlogix may withhold further performance of any or all of its obligations under these Terms and Conditions until such time as Interlogix has received confirmation to its satisfaction that no breach has or will occur. Interlogix shall not be liable to the Participating Dealer for any claim, losses or damages whatsoever related to its decision to withhold performance under this provision. Interlogix shall have the right to audit the books and records, including electronic communications and records, of Participating Dealer related to Participating Dealer's performance under these Terms and Conditions in order to satisfy itself that no breach has occurred. Participating Dealer shall cooperate fully with any such audit.

**17. Confidentiality.** Participating Dealer acknowledges that it may receive confidential information and trade secrets ("Confidential Information") from Interlogix while participating in the Program. The Confidential Information shall be deemed to include these Terms and Conditions (including all documents incorporated by reference) and all information received by Participating Dealer in connection with the Program, except anything designated in writing as non-confidential. Participating Dealer agrees to maintain the secrecy of the Confidential Information and agrees neither to use it (except for the purposes permitted herein) nor to disclose it to any third party (including any other dealer) or to any of its employees who do not have a need to know it in order to perform their obligations under these Terms and Conditions.

**18. Compliance with Law, Export Restrictions, and Interlogix Policies.**

(a) Participating Dealer will comply with all applicable international and national laws, rules and regulations that apply to Participating Dealer's use of the Portal and participation in the Program, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. or other governments. Participating Dealer acknowledges that the Portal is of U.S. origin and subject to U.S. export jurisdiction.

(b) Participating Dealer acknowledges having read and understood the requirements and principles of the UTC Code of Ethics accessible from [www.utc.com](http://www.utc.com). Participating Dealer shall not become an agent of any government official while participating in the Program. As applicable, Participating Dealer shall promptly and accurately record in its books and records all transactions and expenses related hereto.

**19. Force Majeure.** Interlogix will not be in breach or be liable to Participating Dealer if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, but not limited to fire, flood, acts of God, war, insurrection, vandalism, sabotage, terrorist events, labor disturbances, riots, national emergency, embargoes or restraints, accidents, extreme weather or traffic conditions, temporary closure of roads, epidemic, governmental prohibitions, or inability to obtain necessary materials or components.

**20. Governing Law and Jurisdiction.** These Terms and Conditions will be construed and controlled by New York state law, without giving effect to its conflict of law provisions. Each party consents to exclusive jurisdiction and venue in the state and federal courts in New York, New York for any and all disputes, claims and actions arising from or in connection

with the Portal or Program. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. Unless otherwise stated herein, any claim you might have against Interlogix must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to these Terms and Conditions and is hereby disclaimed.

**21. Independent Contractor.** The relationship between Interlogix and Participating Dealer is intended to be that of independent contractors. Participating Dealer and its employees, agents, and representatives shall under no circumstances be considered to be employees, agents, or representatives of Interlogix, and Participating Dealer shall have no right and shall not attempt to enter into contracts or commitments in the name or on behalf of Interlogix or to bind Interlogix in any respect whatsoever. These Terms and Conditions are not intended to be construed as a "franchise" agreement under any law, whether State or Federal, whether now or in the future enacted. If any court or governmental agency reaches a judgment, finding, or other decision to the contrary, Interlogix may immediately terminate Participating Dealer's participation in the Program upon written notice to Participating Dealer.

**22. No Other Incentive Programs.** The Program is in lieu of, and hereby supersedes, any and all other loyalty, rebate, or other incentive programs relating to the purchase of the Qualifying Interlogix Products and Services. Without limiting the generality of the foregoing, the "TierVantage" program has been discontinued.

**23. General.** The section titles in these Terms and Conditions are used solely for the parties' convenience and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Interlogix's failure to act with respect to a breach by Participating Dealer or others does not waive its right to act with respect to subsequent or similar breaches. No waiver of any provision of these Terms and Conditions will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of these Terms and Conditions to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. Participating Dealer may not assign, transfer or sublicense these Terms and Conditions or its rights (if any) under these Terms and Conditions. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder shall be void. These Terms and Conditions will be binding upon all permitted successors and assigns. Except with respect to any exhibits, other addenda, or other documents referenced herein and therefore incorporated herein by reference, these Terms and Conditions constitute the entire agreement between Participating Dealer and Interlogix with respect to the Program and the Portal and merges all prior and contemporaneous communications and proposals, whether electronic, oral or written, between Participating Dealer and Interlogix with respect to the Program and the Portal.

**EXHIBIT A  
SECURITY PRO PROGRAM BENEFITS**

	Registered	Gold	Platinum	Diamond
<b>Marketing</b>				
Access to product photos <sup>Δ</sup>	✓	✓	✓	✓
Newsletter/direct-to-dealer communications	✓	✓	✓	✓
Interlogix Security Pro logo usage		✓	✓	✓
Access to co-branded materials		✓	✓	✓
Listing on interlogix.com "Where to Buy" tool		✓	✓	Top Billing
<b>Interlogix Partner Conference ("Elevate")</b>				
Invitation to attend		✓	✓	✓
Complimentary registration fees			✓*	✓**
Complimentary hotel accommodations			✓†	✓††
Travel credit				✓‡
<b>Other Key Benefits</b>				
Invitation to attend NPI Webinars	✓	✓	✓	✓
Pro Points <sup>†</sup> (1 point per dollar spent on qualifying Interlogix product)		✓	✓	✓
Participation in Pro Promotions		✓	✓	✓
Special product trainings			✓	✓
Extended product warranty			+1 year	+2 years
Preferred Technical Support			✓	✓
New product samples				✓

<sup>Δ</sup> Subject to limitations determined by Interlogix.

\* Platinum-level Participating Dealers shall receive one (1) complimentary registration for Elevate. Platinum-level Participating Dealers that exceed 5% or 10% year-over-year growth, based on the completed Program Year's spend numbers versus prior Program Year, shall receive complimentary registration for two (2) or four (4) individuals, respectively. For Program Year 1, year-over-year growth is determined by measuring total spend from January 1, 2019 through June 30, 2019 versus total spend from July 1, 2018 through December 31, 2018.

\*\* Registration for four (4) individuals.

† Platinum-level Participating Dealers that exceed 5% or 10% year-over-year growth, based on the completed Program Year's spend numbers versus prior Program Year, shall receive complimentary hotel accommodations for one (1) or two (2) rooms, respectively for a maximum of four (4) nights. For Program Year 1, year-over-year growth is determined by measuring total spend from January 1, 2019 through June 30, 2019 versus total spend from July 1, 2018 through December 31, 2018.

†† Up to two (2) rooms.

‡ Travel credit for up to two (2) individuals (up to \$500 per individual and each must be an employee of Participating Dealer's company).