

FriedrichLink™ Software Licensing Agreement

Please read all information thoroughly before using this tool.

For the customers in any country and/or territory throughout the world, the following terms shall apply:

YOU SHOULD CAREFULLY READ THE FOLLOWING END-USER LICENSE AGREEMENT BEFORE USING THIS SOFTWARE (Name: FriedrichLink™) AND ITS RELATED MATERIALS (COLLECTIVELY, THE "FRIEDRICH SOFTWARE").

END-USER LICENSE AGREEMENT

This End-User License Agreement including the supplementary provisions attached hereto ("Agreement") is a legal agreement between you and Friedrich Air Conditioning Co. ("FRIEDRICH"), the licensor of the FRIEDRICH SOFTWARE. This Agreement covers the FRIEDRICH SOFTWARE. By installing the FRIEDRICH SOFTWARE in your personal computer or by using the FRIEDRICH SOFTWARE, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, FRIEDRICH is unwilling to license the FRIEDRICH SOFTWARE to you. In such event, you should not install a copy or use the FRIEDRICH SOFTWARE.

Article 1 FRIEDRICH SOFTWARE LICENSE

1.FRIEDRICH SOFTWARE. The FRIEDRICH SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The FRIEDRICH SOFTWARE is licensed, not sold.

2.Updates/Add-ons. FRIEDRICH may, from time to time, offer you updates and/or add-ons for the FRIEDRICH SOFTWARE at its option. Unless otherwise offered by FRIEDRICH, this Agreement applies to your use of all of such updates and/or add-ons and you are deemed to have agreed to the above by installing the updates and/or add-ons in your personal computer or by using the updates and/or add-ons. For avoidance of doubt, this subsection 2 of Article 1 shall not be interpreted that FRIEDRICH assumes any obligation to provide you an update or add-on of FRIEDRICH SOFTWARE.

Article 2 GRANT OF LICENSE

FRIEDRICH grants you a non-exclusive license, with no right to grant sub-licenses, to personally use the FRIEDRICH SOFTWARE on your personal computer with or in relation to FRIEDRICH's FriedrichLink™ which the FRIEDRICH SOFTWARE is bundled with or preinstalled into (the "FRIEDRICH Product").

Article 3 DESCRIPTION OF REQUIREMENTS, RESTRICTIONS, RIGHTS AND LIMITATIONS

1.Storage Use/Network Use. You may not distribute the FRIEDRICH SOFTWARE to other computers over any information network (expressly including the Internet or an internal network such as LAN).

2.Rental. You may not sell, rent or lease the FRIEDRICH SOFTWARE to any third party.

3.Violation of the Title, Copyright or Other Rights. You may not prejudice or violate the title, copyrights or other rights of FRIEDRICH and/or third parties by using the FRIEDRICH SOFTWARE. You may not use the FRIEDRICH SOFTWARE in breach of any laws and regulations.

4.Limitation on Reverse Engineering, Decompilation and Disassembly. You may not modify, reverse engineer, decompile or disassemble the FRIEDRICH SOFTWARE in whole or in part to the fullest extent that such restriction is not prohibited by applicable laws.

5.Accessed Content. All content accessed through the FRIEDRICH SOFTWARE are the property of the applicable content owners and except as specifically set forth herein, this license gives you no right to such

content.

6. Copying. You may not copy or reproduce any or all portion of the FRIEDRICH SOFTWARE.

7. Separation of Components. The FRIEDRICH SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer.

8. Software Transfer. You may not transfer all or a portion of your rights under this Agreement to any third party without obtaining prior written consent of FRIEDRICH.

Article 4 COPYRIGHT

All title to and copyrights in the FRIEDRICH SOFTWARE (including, but not limited to, any images, photographs, animation, video, audio, music, text and "applets", incorporated into the FRIEDRICH SOFTWARE), and any copies of the FRIEDRICH SOFTWARE, are owned by FRIEDRICH and/or the original right holder who grants FRIEDRICH to use, distribute and license certain part of the FRIEDRICH SOFTWARE ("Licensor"). All rights not specifically granted under this Agreement are reserved by FRIEDRICH and Licensor.

Article 5 EXCLUSION OF WARRANTY ON THE FRIEDRICH SOFTWARE

You expressly acknowledge and agree that use of the FRIEDRICH SOFTWARE is at your sole risk. THE FRIEDRICH SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND FRIEDRICH AND LICENSOR EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USABILITY OF ALL FUNCTIONS OF THE FRIEDRICH SOFTWARE AND AVAILABILITY OF ALL PRODUCTS AND SERVICES NECESSARY TO USE ANY FUNCTION OF THE FRIEDRICH SOFTWARE. FRIEDRICH AND LICENSOR DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE FRIEDRICH SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE FRIEDRICH SOFTWARE WILL BE UNINTERRUPTED OR CORRECT. FURTHERMORE, FRIEDRICH AND LICENSOR DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE FRIEDRICH SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FRIEDRICH, A FRIEDRICH AUTHORIZED REPRESENTATIVE OR LICENSOR SHALL CREATE A WARRANTY. SHOULD THE FRIEDRICH SOFTWARE PROVE DEFECTIVE, YOU (AND NOT FRIEDRICH, A FRIEDRICH AUTHORIZED REPRESENTATIVE OR LICENSOR) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Article 7 LIMITATION OF LIABILITY

FRIEDRICH AND LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES, EITHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE FRIEDRICH SOFTWARE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE FRIEDRICH PRODUCT OR ANY ASSOCIATED EQUIPMENT, DOWN TIME AND USER'S TIME, EVEN IF FRIEDRICH AND/OR LICENSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ENTIRE LIABILITY OF FRIEDRICH AND LICENSOR UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID ALLOCABLE TO THE FRIEDRICH SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIVE OR LIMITATION OF DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

Article 8 DAMAGES ARISING OUT OF YOUR ACTIONS

You will defend and hold FRIEDRICH and Licensor harmless from against all liabilities, demands, damages, costs, expense and losses arising out of the use of the FRIEDRICH SOFTWARE and/or breach of any of the provisions of this Agreement by you.

Article 9 TERMINATION

1. You may terminate this Agreement at any time by stopping use of the FRIEDRICH SOFTWARE.
2. Without prejudice to any other rights, FRIEDRICH may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement.
3. In case of termination of this Agreement, you shall remove the FRIEDRICH SOFTWARE from your personal computer on which the FRIEDRICH SOFTWARE is stored and all copies of the FRIEDRICH SOFTWARE, and if requested by FRIEDRICH, submit to FRIEDRICH a proof of the destruction thereof.
4. The provisions of Article 1 and Article 4 through 12 of this Agreement shall survive the termination of this Agreement.

Article 10 SEVERABILITY

If any part of this Agreement is held invalid or unenforceable, the other parts will remain valid to the extent as permissible by law.

Article 11 GOVERNING LAW

1. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the UNITED STATES OF AMERICA and the state of TEXAS. The venue for any suit rising out this agreement shall only be proper in a state or federal court located in Bexar County, Texas.
2. YOU HEREBY WAIVE ALL RIGHTS AND/OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.

Article 12 LAW COMPLIANCE

You agree to comply with all applicable internal and national laws and regulations, and international treaties that apply to the FRIEDRICH SOFTWARE, and any other applicable export regulation of U.S. and other countries. In addition to the terms provided in this Agreement, FRIEDRICH may take appropriate measures to protect copyright of the FRIEDRICH SOFTWARE.

Article 13 GENERAL

This Agreement shall be binding upon the parties' authorized successor and assignees. Neither party's waiver of any breach of failure to enforce any of the provisions of this Agreement at any time shall in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every other provision. No modification of this Agreement shall be effective unless in writing signed by both parties.

Supplementary Provision No.1

FRIEDRICH SOFTWARE has, among others, certain functionality defined below ("FriedrichLink™ Function"). When you use FriedrichLink™ Function, in addition to the above-mentioned terms and conditions the following terms and conditions shall apply to you as a part of the END-USER LICENSE AGREEMENT between you and FRIEDRICH.

"FriedrichLink™ Function": Certain function of connecting, linking, working your audio-visual data in your personal computer with certain websites which offer services linking your data (the "Website")

- NEITHER FRIEDRICH NOR LICENSOR WARRANT OR MAKE ANY REPRESENTATION THAT YOU WILL BE ABLE TO USE, IN WHOLE OR PART OF, FriedrichLink™ FUNCTION OR ANY WEBSITE NOW OR IN THE FUTURE.
- You shall be responsible for bearing all costs and expenses necessary to use the Website and the services offered by such Website.
- You shall use the services offered by the Website at your sole risk and responsibility and in compliance with the terms and conditions of service at such Website.
- Any Website may, at its sole discretion, cease or change the operation of such Website. FRIEDRICH and Licensor shall NOT be liable for any loss or damages of you and third parties, whether direct, incidental, consequential or otherwise, arising out of or relating to the use or inability to use the services provided by such Website due to its cessation or change of the operation.
- When you access to a Website using FriedrichLink™ Function, your data may be transferred to such Website through the servers administered by or for FRIEDRICH (the "FRIEDRICH Servers"). You acknowledge and agree that (i) there may be time period in which you may not be able to access to any Website using FriedrichLink™ Function for any reason (including the server maintenance of FRIEDRICH Servers); and that (ii) when you access to Website through the FRIEDRICH Servers the FRIEDRICH Servers will record certain non-personally identifiable data, such as the number of times the FRIEDRICH SOFTWARE accesses a particular Website URL, and the version number and configuration of the FRIEDRICH SOFTWARE, but at no time will the FRIEDRICH SOFTWARE allow the FRIEDRICH Servers record any personal information which may identify you; and that (iii) FRIEDRICH will use such access count records only for the purpose of designing, developing, improving, offering, selling and rendering FRIEDRICH group products and services.
- At any time, FRIEDRICH may temporarily halt or permanently cease operation of the FRIEDRICH Servers. FRIEDRICH and Licensor shall NOT be liable for any loss or damages of you and third parties, whether direct, incidental, consequential or otherwise arising out of or relating to the use or inability to use the services provided by the Website due to such halt or cessation of the operation of the FRIEDRICH Servers.
- If the use of services provided by certain Website is prohibited or limited by the applicable laws and regulations of certain countries, you shall comply with such laws and regulations. In order to comply with such laws and regulations, FRIEDRICH may take the steps to prevent or limit the use of such services the access to such Website by using Network Linkage Function. FRIEDRICH and Licensor shall NOT be liable for any loss or damages of you and third parties, whether direct, incidental, consequential or otherwise arising out of or relating to the use or inability to use the services provided by the Website due to such steps taken by FRIEDRICH.

Supplementary Provision No.2

FRIEDRICH SOFTWARE has, among others, certain additional functionality defined below (the "Firmware Update Tool"). By installing the FRIEDRICH SOFTWARE in your personal computer or by using the FRIEDRICH SOFTWARE, in addition to the above mentioned terms and conditions (excluding any Supplementary Provisions) the following terms and conditions shall apply to you as a part of the END-USER LICENSE AGREEMENT between you and FRIEDRICH.

Please be aware that the functionality of Firmware Update Tool is activated in default configuration when the FRIEDRICH SOFTWARE is installed. You may disable the Firmware Update Tool at any time after installing the Software at the option window.

"Firmware Update Tool": Notifies you of the release of FRIEDRICH SOFTWARE updates

When requested information is typed in to the Firmware Update Tool, the FRIEDRICH SOFTWARE will send typed data to servers administered by of for FRIEDRICH using background processes. FRIEDRICH will use

such information solely for the purpose of generating the appropriate configuration files necessary by FRIEDRICH products (AC UNITS) to work properly. At no time will FRIEDRICH be able to use the Firmware Update Tool to collect any personal information, which may identify you.

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