

ZL7760A LONSPEC™

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ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. Some states do not allow limitations on how long an implied warranty will last, so the above limitations may not apply to you.

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This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

2. Limitation of Liability. YOU AGREE THAT YOU RETAIN THE SOLE RESPONSIBILITY FOR THE LIFE AND HEALTH OF PERSONS ON OR NEAR THE PREMISES IN WHICH THE SYSTEM IS INSTALLED (THE "PREMISES"). **BY INSTALLING THE SOFTWARE, AND THEREBY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT HONEYWELL IS NOT RESPONSIBLE FOR PERSONAL INJURY OR OTHER LOSSES WHICH ARE ALLEGED TO BE CAUSED BY IMPROPER OPERATION OF THE SOFTWARE, INCLUDING CASES WHERE THE SOFTWARE NEVER FUNCTIONS WHETHER DUE TO DEFECTS IN THE SYSTEM OR HONEYWELL'S ACTS OR OMISSIONS.** You agree that Honeywell is not an insurer and that insurance, if any, covering personal injury and other losses, shall be obtained by you. You further agree that it would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the system, due to many factors, including, but not limited to, the uncertain value of your property or the property of others on the premises, the inability of Honeywell to guarantee police, fire department and medical alert response time and establishing a causal connection between the system problems and your possible loss. Therefore, IF ANY LIABILITY IS IMPOSED ON HONEYWELL, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES FOR PROPERTY DAMAGE, PERSONAL INJURY OR ANY OTHER LOSS, SUCH LIABILITY WILL BE LIMITED TO FIVE HUNDRED DOLLARS (\$500).

Since it is agreed that you retain the sole responsibility for the life and safety of all persons on your premises, and for protecting against personal injury and losses to your property and the property of others on your premises, you agree to indemnify and hold harmless Honeywell from and against all claims, lawsuits and losses by persons not a party to this agreement, alleged to be caused by the improper operation or non-operation of the system, including cases where the system never functions whether due to defects in the system or Honeywell's acts or omissions.

3. Permitted Use and Restrictions. You may install and use one copy of the SOFTWARE on a single computer. You may make a single copy of the SOFTWARE for back-up purposes and the back-up copy must contain all copyright notices contained on the original. You may not copy, modify, reverse engineer, sublicense, or distribute the SOFTWARE. The SOFTWARE and any associated documentation contain confidential information and all copyrights, trademarks and all other intellectual property rights in and to the SOFTWARE and documentation are and shall remain the sole and exclusive property of Honeywell. Nothing in this Agreement shall confer any rights in any trade name, business name, or trademark of Honeywell.

4. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Minnesota.

5. Severability. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

6. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.