AI Chatbot Participation Agreement

This AI Chatbot Participant Agreement ("Agreement") is between Lennox International Inc. and its affiliated entities, including but not limited to Lennox Industries Inc. (collectively, "Lennox") and the party agreeing to interact with the AI Chatbot ("User"). If you are agreeing to this Agreement on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement. In that case, "User" refers to that company or other legal entity.

By using this AI Chatbot, User acknowledges and represents that User agrees to be bound by and accepts the following Agreement:

1. Existing Agreements. This Agreement is subject to and governed by any existing agreements between Lennox and User, including those governing the Lennox Pros or the Lennox.com platforms ("Existing Agreements"). To the extent there is a conflict between this Agreement and any Existing Agreement, the terms of this Agreement will govern and control the use of the AI Chatbot.

2. AI Features.

2.1 Definition. Subject to User's compliance with this Agreement and the Existing Agreements, Lennox will make available to User various artificial intelligence-powered features within the Lennox platforms (the "AI Features") on a free basis.

2.2 Changes to the AI Features. Lennox does not make any commitment to provide the AI Features (in whole or in part) in any future versions of Lennox products or services. User is not obligated to use the AI Features and may stop using them at any time. Lennox may cap User's usage of any AI Features in Lennox's sole discretion. Lennox may immediately and without notice change or update the AI Features without liability to User, and/or require a new set of terms applicable to the AI Features. Any replacements, additions, or modifications to the AI Features provided to User are included within the term "AI Features" and are subject to this Agreement.

3. Restrictions. User may not use the AI Features or any output data ("Output") to:(1) develop models that compete with Lennox or (2) mislead any person that Output from the AI Features was solely human generated.

4. DISCLAIMER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL AI FEATURES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND WITHOUT ANY PERFORMANCE OBLIGATIONS. LENNOX DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USER'S USE OF THE AI FEATURES, NOR TO THE ACCURACY OR APPLICABILITY OF ANY OUTPUT. OUTPUTS GENERATED BY MACHINE LEARNING MODELS ARE PROBABILISTIC AND MAY CONTAIN MATERIAL INACCURACIES DESPITE APPEARING ACCURATE DUE TO THEIR DETAIL OR SPECIFICITY. ANY RELIANCE ON THE ACCURACY OF ANY OUTPUT IS AT USER'S SOLE RISK. USER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR

ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF THE AI FEATURES.

5. Use of Data Collected. Lennox may use any data Lennox collects from the AI Chatbot, including without limitation data collected from User's use of the AI Features, to improve Lennox's products and services. If User provides any feedback, comments, or suggestions regarding the AI Features ("Feedback"), User transfers and assigns all right, title, and interest (including all intellectual property rights, such as copyrights or trade secrets) in and to the Feedback, and User waives and agrees not to assert all rights User may have in the Feedback. Additionally, Lennox will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the AI Features, and related systems and technologies, and Lennox will be free (during and after the term) to use such data and information to maintain, improve, and enhance any products or services.

6. Term and Termination. This Agreement is effective upon User's consent to its terms and will continue until the AI Features no longer exist or upon termination of this Agreement. Either party may terminate this Agreement and User's access to the AI Features upon notice to the other party. This Agreement will automatically expire if any Existing Agreement expires or is terminated.

7. Third Party Sites. There may be links to third party websites or content not under the control of Lennox ("Third Party Sites"). Lennox does not assume any liability or responsibility for any information, communications, or materials available at Third Party Sites. Users assume sole responsibility for use of Third Party Sites. The mention of Third Party Sites does not constitute an endorsement by Lennox of such Third Party Sites.