

Terms of Use for MB-Secure Licensing Webportal

These General Terms and Conditions of Use (hereinafter named "ANG") of the Honeywell Security Group Novar GmbH, Johannes-Mauthe-Str. 14, 72458 Albstadt (hereinafter named "Honeywell") govern the access and use of the Internet platform MB-Secure licensing portal. The platform is only accessible to installers and specialist companies (hereinafter named "Installer") that are authorized by Honeywell.

Should the Installer not be in agreement with the conditions contained herein, registration and access to the Honeywell Internet platform can be refused at its discretion.

1. Purpose

The Internet platform provides a technological platform for the licensing of control panels of the Honeywell MB-Secure product range. The activation of the licensed functionalities requires a license key, which can be managed via the Internet platform.

After successful registration (see Point 2 of the ANG), the Installer receives access to the Internet Platform where he can generate a license keys and also manage the licenses and circuit boards (or their serial numbers) that he has already purchased. Licenses include base licenses and extension licenses.

2. Registration/ Access

- a) To use the licensing tools, registration on the Internet platform is obligatory. Complete the application form. (mb-se-cure.honeywell.de/registrierungsformular.pdf) and send to Honeywell Security Group Novar GmbH, Johannes-Mauthe-Str. 14, 72458 Albstadt or 07431 801 1661 either by post or fax. After authorization of access, at Honeywell's discretion, the Installer will receive an access code sent by mail to the stipulated e-mail address.
- b) The Installer will receive 1 (one) administrator access which is confined to an employee of the Installer (hereinafter named "Administrator") and designated by same. Access is protected by a password. The Installer undertakes to inform Honeywell immediately should this employee of the Installer change.
- c) The user administration and accesses for further employees of the Installer or the distribution of access rights is the responsibility of the Installer/ Administrator and shall be set up via the Administrator access. Honeywell does not assume any warranty or liability for further access that is set up additionally or for the respective distribution of rights of the Installer/ Administrator.
- d) Access is gained via the following website:

mb-secure.honeywell.de

by entering the Login ID, password and user code.

3. License key concept

a) The product hardware acquired by the Installer through the normal ordering process and the related circuit boards contain the full performance and functionality provided by Honeywell. The relevant individually licensed features and functionalities are activated by a license key which is generated on the Internet platform. If not otherwise specified herein, the relevant licensing conditions for the activation of the individual features and functionalities by the license key can be found under:

https://www.security.honeywell.de/fileadmin/honeywell/AGB/AGBs_englisch_06-2015.pdf



b) Licenses (base licenses and extension licenses) are acquired via the normal ordering process and then provided by Honeywell on the Internet platform for the installer to generate the license keys. If not otherwise specified herein, the Terms and Conditions of Novar GmbH, Johannes-Mauthe-Str. 14, 72458 Albstadt are applicable for the acquisition of licenses and are accessible via:

https://www.security.honeywell.de/fileadmin/honeywell/AGB/AGBs englisch 06-2015.pdf

- c) The circuit boards are identified via a unique serial number. The license key establishes which configuration of features and functionalities is activated for a specific serial number. If the license key has not already been preconfigured by Honeywell on the basis of the issued order see section a) above, deployment on the circuit board is carried out by the Installer using the programming software IQ PanelControl. Updates are possible at any time from availability.
- d) License keys already generated for the functionalities of the MB-Secure products are linked to the serial numbers of the circuit boards. A transfer or downgrading of functionalities from a specific serial number to other serial numbers is not possible.
- e) After the allocation of the licenses to a specific serial number, the Installer receives a license certificate. A cancellation/return of or changes to license certificates that have already been allocated to specific serial numbers, is no longer possible. The content/ extent of a license key/license certificate is binding and cannot be changed. In the event of a subsequent extension of a range of functions of a circuit board, a new license key/license certificate must be generated which contains the already existing licenses and the subsequent extension license.
- f) In the event of a warranty claim relating to a circuit board, the General Sales Conditions of Honeywell are applicable. In the event of a necessary advance replacement, the Installer can duplicate the licenses that are allocated to the serial number of the defective circuit board and thus generate a license key which corresponds with that of the defective circuit board. Should the Installer not proceed with regard to the defective circuit board in accordance with the above mentioned applicable conditions, Honeywell will bill the Installer for the licenses that were copied for the advance replacement.
- g) For the resale of circuit boards and licenses in the normal course of business which have not been used, i.e. have not been allocated to a specific hardware/serial number, the Installer shall not only create further user accounts for his customers who are also installers of intruder alarm systems but also his own virtual storage. Resale is effected by transferring the licenses. In this case, the Installer or his customer himself generates the license key.
- h) Existing systems can be transferred by a registered Installer to another registered Installer. This is effected by Honeywell upon written request by the operator of the system and with the consent of the new Installer. The corresponding form can be obtained directly from Honeywell.
- i) Systems manufactured externally can be directly accessed via the IQ PanelControl for the purpose of reprogramming or servicing. The operator of the system requires authorization and a password.

4. Training

Honeywell offers the installers and the corresponding employees user support/training for the Internet portal and the license key concept as follows:

- MB-Secure installer training
- Documentation

5. Warranty

- a) With regard to product hardware and licenses, the conditions as stipulated in Point 3 ANG are applicable.
- b) With regard to services that are rendered by Honeywell in the course of these ANG, e.g. training, Honeywell will render same according to the respective standard market practice. Honeywell will render and/ or rectify the services again in the event of defective services that are justifiably and immediately reported by the Installer. In so far as permitted by law, Honeywell assumes no liability for claims which arise from these services. There are no further warranty claims on the part of the Installer.

c) With regard to the access and function of the Internet platform, Honeywell does not assume any warranty or liability. The Installer is entitled to the technical support provided by Honeywell during its office hours: phone 07431 / 801 1820 or e-mail awt.security.de@honeywell.com. Honeywell will endeavour to eliminate faults or defects within a reasonable time frame.

6. Liability

With regard to liability, e.g. force majeure, infringement of rights and liability limitation, the current Terms and Conditions of Novar GmbH, Johannes-Mauthe-Str. 14, 72458 Albstadt apply, see:

https://www.security.honeywell.de/fileadmin/honeywell/AGB/AGBs_englisch_06-2015.pdf

7. Data Privacy Statement

- a) The information provided and received by the Installer and his employees for installing the administrator access and further access to the Internet platform will only be used for the purpose of Honeywell as described in these ANG.
- b) The following data listed in the registration form according to Point 2 of the ANG are required for installing the administrator access:
 - Company address
 - First and last name of the Administrator
 - E-mail address of the Administrator
- c) Furthermore, data referring to purchased circuit boards and licenses as well as licenses utilised for circuit boards will be recorded precisely according to the specific serial number. The Installer uses these data for the self-management of these circuit boards and license keys. Only if the Installer desires technical or customer-specific support, will Honeywell access the recorded data in so far as this is necessary.
- d) Moreover, the Installer can save data concerning his customers. These data will be recorded and saved by Honeywell in order to facilitate the management of the circuit boards and licenses for the Installer. Honeywell will not use the data for commercial or technical purposes, unless otherwise authorized in writing by the Installer.
- e) Furthermore, the data privacy statement of Honeywell International Inc. applies. See:

http://honeywell.com/privacy/pages/en.aspx

8. Miscellaneous

- a) These ANG are subject to the law of the Federal Republic of Germany. The 1980 UN Conventions on Contracts for the International Sale of Goods and subsequent conventions as well as the international referral standards of German Law are not applicable. The place of jurisdiction is the Court competent for the headquarters of Honeywell.
- b) In the event, that a provision of these ANG be deemed unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. In these cases, the parties will add a provision which corresponds as far as possible with the contents of the original provisions.
- c) In the event of conflicts pertaining to the translations of these ANG which are solely provided for information purposes, the German version alone is applicable.

Honeywell Security Group

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