

©2010 ecobee  
477 Richmond Street West | Suite 210  
Toronto | Ontario | M5V 3E7 | Canada  
toll free 1.877.932.6233  
[www.ecobee.com](http://www.ecobee.com)

UM-STAT-201-R5

**SMART THERMOSTAT**  
User Manual

# CONTENTS

<b>Getting started</b>	<b>2</b>
Using the touch screen	3
Cleaning the touch screen	6
About your Smart Thermostat	6
<b>Connecting your Smart Thermostat to the Internet</b>	<b>7</b>
<b>Setting up your Smart Thermostat</b>	<b>10</b>
Programming your Smart Thermostat	18
Scheduling a vacation	21
<b>Understanding alerts</b>	<b>22</b>
List of alerts	23
<b>Using your Smart Thermostat</b>	<b>24</b>
Resetting the Smart Thermostat	27
What to do if you move	28

## GETTING STARTED

### *Welcome*

ecobee helps homeowners conserve energy, save money and reduce their environmental impact. Our products automate energy conservation, making it easier to save on energy costs without sacrificing comfort.

We deliver intelligent conservation solutions for real people — people with children to raise, housework to do, hectic schedules to keep and demanding careers to sustain. ecobee is part of an international groundswell empowered by the realization that we need to take action on the environment, and the time to take that action is now. Our products and services are developed with care, innovation and attention to detail. They have a real and meaningful impact on our customers and the communities they live in.

**ecobee — *green made easy***

For more information, visit us at [ecobee.com](http://ecobee.com).

#### *Key features of the Smart Thermostat:*

- Color touch screen display
- Precision +/- 1°F (0.5°C) temperature control
- Remote access via the Internet
- Vacation programming
- Seven-day programming
- Humidity monitoring and control
- Intelligent algorithms that adapt to your home and preferences
- Furnace fan control
- Ventilator control
- Quick Save function
- Two detector inputs

## USING THE TOUCH SCREEN

The Smart Thermostat uses touch screen technology that makes navigation easy. Lightly tap the icons, buttons and lists or drag your finger across the screen to move a slider or scroll through a list.

**Note:** To prevent damage to the touch screen, never use a sharp object such as a pen.



When the screen shows a list of items, an arrow to the right of the item indicates more than two options to choose from. Touching this arrow will bring you to a new list or screen.



If there are only two options for a given list, they will be displayed next to a switch within the list. Pressing anywhere on the item will toggle from one option to the other.

In the various screens on the thermostat, you have three ways to navigate:



Press **Cancel** to go back to the previous screen without saving changes.



Press **Done** to save changes and move to the next screen.

At any time, press the **home** button (found at the right-hand side of the touch screen). This cancels any action and takes you back to the home screen.

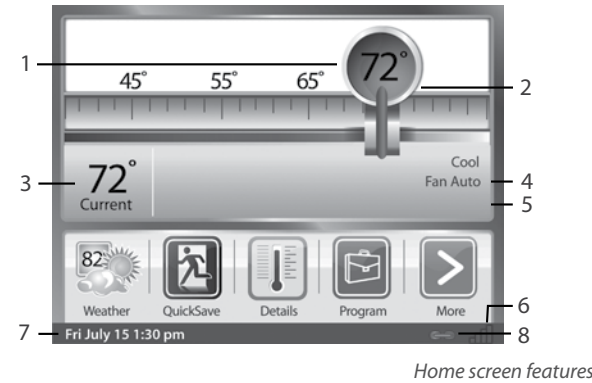
### What's on the Home screen?

The Home Screen displays the current temperature in your home, various heating and cooling settings, and icons for navigating to other features and settings of the Smart Thermostat.

The Home Screen is the default display on your Smart Thermostat.

#### 1. Set Temperature

The set temperature is the temperature the system is programmed to maintain. You can adjust it manually, but for maximum savings you should automate the temperature setting by programming the thermostat. See *Programming Your Smart Thermostat* on page 18.



Home screen features

#### 2. Set Temperature Adjustment Slider

Using your finger, drag the slider back and forth to manually lower or raise the temperature. Tapping at either end of the temperature scale will move the slider by 1°F (0.5°C). When you manually adjust the set temperature you will put the system into a Hold mode. See *Holding Action* on page 11.

#### 3. Current Temperature

This is the current temperature in the room where the Smart Thermostat is installed. The thermostat sends signals to your heating and cooling system to make sure this temperature matches the set temperature on the thermostat. You can set the Smart Thermostat in Celsius or Fahrenheit. See *Setting up your Thermostat* on page 10.

#### 4. System and Fan Settings

Displays the current operating mode of your heating and cooling system, as well as the furnace fan setting. Press **Details** to adjust these settings.

#### 5. System Messages

Provides additional information on the operation of the system.

#### 6. WiFi Signal Strength Indicator

Indicates the strength of the signal the Smart Thermostat is receiving from your WiFi router. You must have WiFi enabled for the indicator to work.

#### 7. Current Date and Time

Displays the current date and time for your time zone.

#### 8. Internet Connection Indicator

Indicates that the Thermostat is connected to the Internet

## Feature Buttons

Feature buttons allow you to quickly access the various features of your ecobee Smart Thermostat.



### Register

Use this button to register your Smart Thermostat, as well as your personalized web portal at [www.ecobee.com](http://www.ecobee.com). Refer to *Creating Your Personal Web Portal* on page 8 for details. Once you've successfully registered, this button will be replaced by the **Weather** button.



### Weather

This button displays the current outdoor temperature and weather conditions for your registered location. Press it to see the full five-day forecast. Please note when you register your thermostat, it's important to select your location accurately, as ecobee will use your local weather data to better control your heating and cooling. You must register your Smart Thermostat for this feature to operate.



### Details

Press the **Details** button to see system details such as humidity levels and furnace fan settings. If you have a ventilator, humidifier or dehumidifier connected, **Details** displays the current settings for those, as well.



### Program

Press **Program** to set the desired temperatures throughout the day for each day of the week. The icon on this button changes to show which period of the day (awake, away, home, sleep) is currently in effect.



### Resume

If your thermostat has been manually adjusted, the **Resume** button will be displayed. Pressing this button will cause the system to revert back to the scheduled program.



### Quick Save

Pressing the **Quick Save** button as you leave your home will put your thermostat into energy savings mode. To return your thermostat to its previous settings simply press OK on the touch screen. See page 12 for more information on this function.



### More

Press this button to navigate to more features available on your Smart Thermostat.

## Cleaning the touch screen

Press the **Clean me** button to deactivate your touch screen. You can clean the Smart Thermostat touch screen by spraying water or any mild, non-abrasive household cleaner on to a clean cloth. Wipe the surface of the touch screen with the dampened cloth.

**Note: Do not spray any liquids directly onto your Smart Thermostat.**

The touch screen will be deactivated for 20 seconds. The time to reactivation of the touch screen will count down.

## About your Smart Thermostat

The About section of your thermostat displays useful information about the Smart Thermostat and the contractor who installed it. You may need this information if you are having difficulties or need technical support.

To clean the touch screen:



From the Home screen, press **More**.



Press **Clean Me**.

To display the **About** screen:



From the Home screen, press **More**.



Press **Settings** and select **About** from the Menu.

## CONNECTING YOUR SMART THERMOSTAT TO THE INTERNET

You can manage your ecobee system using the color touch screen on the Smart Thermostat or from your secure, personalized web portal. Internet access lets you:

- Program, configure and control your Smart Thermostat
- Control your Smart Thermostat from anywhere you have Internet access.
- Use local weather data to maximize energy savings.
- Receive important alerts and reminders about your heating and cooling system.

**Note:** To connect your system to your personalized ecobee web portal you must have a broadband Internet connection and a wireless home network.

### WiFi Specifications

Your Smart Thermostat is designed to support:

- A 802.11 b g wireless router
- WEP 64, WEP 128, WPA1 and WPA2 encryption methods
- Dynamic or static IP addressing.

### Setting up WiFi

The Smart Thermostat has a wireless interface that connects to any home wireless network. You must enable the WiFi radio in the Smart Thermostat and configure it in order to access your home wireless network.

When the WiFi radio is turned on, the Smart Thermostat displays a list of available networks, along with an indication of the signal strength and whether security encryption is used.

If your home network is not listed, or if the signal strength is very low, try readjusting the antenna on your wireless router. If that doesn't improve the signal you may need to relocate your router.

Once your network has been detected, select it and continue with the configuration. If the network is encrypted, you will be asked to enter a password for that network. This is the password you created when the wireless router was first set up.

To set up the WiFi radio:



From the Home screen, Press More.



Press Settings.



Switch WiFi on and select your network from the list of available networks.

### Using the MAC address

You may have configured your network to filter for known MAC addresses. If so, refer to the section *About your Smart Thermostat* on page 6 of this manual to find the MAC address for your Smart Thermostat.

### Advanced Configuration

Advanced configuration lets you input your network parameters manually. Select this list item and choose the network you wish to connect to, or it will allow you to add one to the list (i.e. if your network does not broadcast its SSID). You will then be able to view and configure the following:

- Dynamic or Static IP addressing
- SSID
- Password
- Type of Encryption
- WiFi Channel
- IP Address
- IP Subnet
- Gateway
- Primary and Secondary DNS

### Creating Your Personal Web Portal

Once a wireless Internet connection is established, you need to register the Smart Thermostat to create your personal web portal.

Your e-mail and password are not stored in the Smart Thermostat. You can change this information once the account has been registered and activated.

If you don't receive a registration email, please check your junk mail folder as registration messages are sometimes flagged as junk mail.

Once you have completed the registration process, you can go to [ecobee.com](http://ecobee.com) to manage your ecobee Smart Thermostat through your personal web portal

To register your thermostat:



From the Home screen, press Register.



Enter your primary email address. Press Done.



Enter a password with a minimum of eight characters. Press Done.

A message will be sent to the specified email address with a link to [www.ecobee.com](http://www.ecobee.com). Enter your chosen password to complete the registration.

## Re-registering the Thermostat

There are times when you may need to re-register your Smart Thermostat. For example, if you are a new homeowner who has just moved to a home with an existing ecobee Smart Thermostat.

Press More, then Settings. Select Reset and choose Reset Registration from the list. You can then follow the registration process described on the previous page.

## SETTING UP YOUR SMART THERMOSTAT

This section of the manual describes how to set up and configure your Smart Thermostat using the touch screen. There are three key steps:

- Personalizing your Smart Thermostat
- Setting up Reminders
- Programming the thermostat using the Wizard or Editor.

### Personalizing your Smart Thermostat

Preferences allow you to personalize your ecobee Smart Thermostat and include settings for how temperature, time and date are displayed.

#### Temperature Display

Touch the Temperature Display to select Fahrenheit (°F) or Celsius (°C).

#### Date and Time

Touch Date & Time to:

- Set the current date
- Set the current time
- Select between 12-hour or 24-hour time format
- Select your time zone
- Enable or disable daylight savings adjustments.

Program the time and date, as well as your time zone. If you are connected to the Internet, time and date are programmed automatically.

The time zone determines when the system needs to adjust for daylight savings time.

To adjust the date and/or time, use your finger to spin the scroll wheels up or down.

#### Sound Effects

The Smart Thermostat can make sounds when you press a button or when an alert is generated. Press **Sound Effects** to:

- Turn on/off the sound when a button is pressed
- Adjust the volume of the sound when a button is pressed
- Turn on /off the sound when an alert is generated
- Adjust the volume of the sound for an alert.

*To set up Preferences:*



From the Home screen, Press **More**.



Press **Settings** and select **Preferences** and adjust to your needs.

## Brightness

The touch screen display has adjustable backlight brightness. You can control the intensity when the screen is active (i.e., you are pushing buttons) and when the display is in standby mode. Press **Brightness** to:

- Set the Active brightness intensity
- Set the Standby brightness intensity
- Set the minimum time the Thermostat will stay in active brightness before switching to Standby brightness.

## Holding Action

Whenever you manually adjust the set temperature the Smart Thermostat will indicate you are “holding”. You can select how long the thermostat will hold the new temperature before reverting back to the regular program. The options are:

- **2 hours**
- **4 hours**
- **Until next transition** The temperature will be held until the next program stage
- **Indefinite** Your thermostat will continue to hold at this temperature until you press the Resume button located at the bottom of the home screen.
- **Update Program** When you adjust the set temperature, the system will reprogram the temperature for the program period you are currently in.
- **Ask Me** Every time you adjust the set temperature you will be asked which of the options you would like to choose.

## Quick Save Temperature Limits

In **Quick Save** mode, your system will automatically increase (in cool mode) or decrease (in heat mode) the set temperature.

Use this option to program the maximum temperature change allowed so your comfort is not compromised. The number you enter is the difference from the set temperature of the system before the **Quick Save** feature is activated.

## Access Control

You can configure your thermostat so certain features will require the user to enter a 4-digit access code. To enable the access code, enter a 4-digit number. (To disable this feature simply delete the number.)

You can also configure the *level* of access control.

### Restrict All Access

Unauthorized users will only be able to view the home screen and the weather information.

### Restrict Details Access

The code is required to access the Details screen.

### Restrict Program Access

The code is required to view and modify the thermostat’s program.

### Restrict Vacation Access

The code is required to view and create a Vacation.

### Restrict QuickSave

The code is required to both enter and exit QuickSave mode.

In all cases once the code is enabled, it will be required to access any of the list items in the Settings menu, with the exception of the About screen. Once a valid code has been entered on the thermostat, access to restricted features will be allowed until the thermostat backlight timer has expired.

## Temperature Range

You can configure the thermostat so only a specific heat and/or cool set point range is permitted.

### Heat Temp Range

Move the slider to the desired maximum heat set point. Users will not be able to set the thermostat to a temperature above this limit.

### Cool Temp Range

Move the slider to the desired minimum cool set point. Users will not be able to set the thermostat to a temperature below this limit.



## ***Recovery Options***

Recovery options allow the Smart Thermostat to learn how your heating and cooling system works, taking into account infrastructure, weather and historical operating performance so that your home is a comfortable temperature as soon as you walk in the door.

### **Smart Recovery Heat**

The thermostat will start recovery at the optimum time to ensure the set point is reached at the programmed time.

### **Smart Recovery Cool**

The thermostat will start recovery at the optimum time to ensure the set point is reached at the programmed time.

### **Random Start Heat**

Programming a time in this section will produce a random delay when there is call for heat. In applications with multiple heating systems, this prevents all systems from activating at the same time, creating a peak power demand.

### **Random Start Cool**

Programming a time in this section will produce a random delay when there is call for cooling. In applications with multiple cooling systems, this prevents all systems from activating at the same time, creating a peak power demand.

## ***Thermostat Name***

You can customize the name of your thermostat to suit your needs (i.e. Main Floor). This is useful if you have multiple systems or zones. You can view and edit your thermostat name in the About menu on your thermostat and also in your online Web Portal.

## ***Utility CPP Setting***

This section is only applicable if your utility company is running a Critical Peak Pricing program that you have agreed to be a part of. Contact your local electrical utility company for information about programs in your area.

### **CPP Response**

Your utility may send voluntary events to your thermostat. You can choose to always accept these events. In which case, you would just be notified that an event is in progress. Or if you choose Ask Me, when the Utility issues an event, you will be asked if you want to participate.

If you do not acknowledge the event prior to the start, the system will default to yes.

During a Critical Peak Pricing event the Utility may select an energy saving strategy, or allow you to use your preferred strategy. Select from one of the options as your preferred energy saving strategy to be used during Critical Peak Pricing events.

### **Absolute Temperature**

Set a specific heat and cool set point to be used when an event is initiated by the Utility company. If the set point at the time of the event is more favorable (lower in heat mode or higher in cool mode) than what you have programmed, the thermostat will use the more favorable set point for the duration of the event.

### **Relative Temperature**

Program a temperature set back (heat) or set forward (cool) from your existing set point. For example, if you program a 4°F set forward, and your current cool set point is 76°F, During an event your thermostat set point will change to 80°F until the event has expired.

### **System Off**

If this option is selected, the thermostat will turn off for the duration of this event.

### **Duty Cycle**

This option allows you to program the maximum amount of time the system will run during a 1 hour period. For example if you select 30%, the air conditioner will run for a maximum of 18 (0.3 x 60) minutes regardless of whether the set point has been met. 0% essentially turns the system off, whereas 100% runs the system at full capacity

To set up Reminders:



From the Home screen, Press More.



Press Settings and select Reminders and alerts from the list.

Scroll through options to set and adjust to your needs.

## Setting up Reminders and Alerts

Your Smart Thermostat can be programmed to remind you of required filter changes and regular maintenance.

*These reminders were configured by the contractor during installation. Changing them may effect the operation of your heating and cooling system.*

*If you are not sure about what equipment you have installed or whether you need to replace rather than clean your filters, please contact your heating and cooling contractor, or consult your original equipment manuals for the recommended maintenance procedures.*

### HVAC Maintenance

The Maintenance alert is displayed on the touch screen when regularly scheduled maintenance is required. It will also show your contractor's contact information (if programmed by the contractor).

Select this item to turn the reminder on or off, show the date of the last service, and select a reminder interval.

### Furnace Filter

This sets the reminder period for cleaning or replacing the furnace air filter.

Select this item to turn the reminder on or off and set the reminder interval in run-time hours or calendar months. You can also check the date of the last filter change.

### Humidity Filter (Optional)

This sets the reminder period for cleaning or changing the humidifier filter.

*Note: If your Smart Thermostat is not connected to a humidifier or dehumidifier this option will not be displayed.*

Select this item to turn the reminder on or off to choose the reminder interval in run-time hours or calendar months. You can also check the date of the last filter change.

### UV Lamp

Sets the reminder period for cleaning or replacing the UV lamp. Select this item to turn the reminder on or off and to set the reminder in calendar months. You can also check the date of the last lamp change.

### Ventilator Filter (Optional)

Select this item to turn the reminder on or off to choose the reminder interval in run-time hours or calendar months. You can also check the date of the last filter change.

*Note: If your Smart Thermostat is not connected to a ventilator, this option will not be displayed.*

## Alerts

The Smart Thermostat can generate alerts when the temperature in the home reaches a pre-programmed temperature. This protects your home from damage due to freezing or excessive heat.

If this alert has been set up, you will see the alert on the Smart Thermostat. If you've configured your personal web portal, you will also get an email alert.

### Low Temperature Alert

Select this item to set the temperature at which the Smart Thermostat will generate a Low Temperature alert. The range can be adjusted to:

- Off – no alert will be generated
- Set temperature range of 35° – 68°F (1.5° – 20°C).

### High Temperature Alert

Select this item to set the temperature at which the Smart Thermostat will generate a High Temperature alert. The range can be adjusted to:

- Off – no alert will be generated
- Set temperature range of 60° – 104°F (15.5° – 40°C).

### Low Humidity Alert

Select this item to set the humidity level at which the Smart Thermostat will generate a Low Humidity alert. The range can be adjusted to:

- Off – no alert will be generated
- Set humidity range of 5 – 95% R.H. in 5% increments

### High Humidity Alert

Select this item to set the humidity level at which the Smart Thermostat will generate a High Humidity alert. The range can be adjusted to:

- Off – no alert will be generated
- Set humidity range of 5-95% R.H. in 5% increments

### **Auxiliary Heat Run-Time Alert** (optional)

If you have a heat pump with auxiliary heat configuration, you can program the Smart Thermostat to generate an alert if the auxiliary heat runs for more than this programmed amount of time during a 24-hour period.

### **Auxiliary Outdoor Temperature Alert** (optional)

If you have a heat pump with auxiliary heat configuration, you can also program the Smart Thermostat to generate an alert if the auxiliary heat is called for when the outdoor temperature exceeds this programmed set point. (This feature requires an Internet connection to function properly.)

### **NEW Enable Alerts to be displayed on console**

Select No, if you do not want any of the alerts to be displayed on the touch screen interface. Alerts will continue to be displayed on the web portal and sent via email.

### **NEW Enable Heating and Cooling Alerts**

Select No, if you do not want the Thermostat to generate the System Failed to Heat or Cool alerts. If disabled, these alerts will not be shown on the Thermostat or web portal and no emails will be sent.

## **Programming your Smart Thermostat**

Your heating and cooling needs change depending on the time of day, and day of the week.

For example, if there's no one in the house during the workday you might want to let the temperature go up in the summer, to reduce energy used by the air conditioning system, and down in the winter, to reduce heating energy.

Your Smart Thermostat is flexible – you can program four or more different time periods per day, seven days a week. Each period is represented by a unique icon. These icons are found on various screens on the Smart Thermostat, as well as on your personalized web portal. They are:

### **Awake**

The start time of this period is typically when you get up in the morning.

### **Work**

This is usually when you leave to go to work.

### **Home**

This is when you get home from work in the evening.

### **Sleep**

This period is when you go to bed at night.

We call it a Smart Thermostat because it learns how your home and heating and cooling equipment perform. This means you can be sure that your home is at the temperature you want, when you want it, without wasting energy.

When your schedule changes, you can quickly and easily update the thermostat settings on the device itself or online through your personalized web portal. To further accommodate your comfort and schedule you can add extra program periods (refer to page 20 on Using the Editor for details).

There are two ways to program the Smart Thermostat: Use the Wizard guide you through the steps OR use the more advanced Editor feature.





Program summary screen

### Using the Program Wizard

To use the Wizard:



From the Home screen, press Program.

Press Wizard in the upper right corner of the screen  
*Note: If your Smart Thermostat is in Hold mode, you must press Resume in order to get to the Wizard.*

Choose the setting that best fits your daily routine.



Press Next to go to the next question.



When the Congratulations screen appears, press Done.

The Smart Thermostat **Wizard** takes you through a step-by-step process to set your Awake, Work, Home and Sleep programs.

**Note:** *If your Smart Thermostat is in Hold mode, you must press Resume in order to get to the wizard.*

*The Smart Thermostat will not ask you what temperature you want in your home during work hours. Instead, it automatically sets this to minimize your energy consumption, while ensuring the room temperature reaches the desired temperature when you come home. If you prefer to set this temperature manually, use the Editor feature.*

If you want to change anything, you can either run the **Wizard** again, or press **Editor** to make specific changes. See *Using the Editor* on page 20.

If you aren't connected to the Internet, you must ensure the time and date are programmed. Refer to *Personalizing your Smart Thermostat* on page 10 for details.

**Note:** *Humidity levels are not included as a programmable option, even if a humidifier or dehumidifier is installed and controlled by the Smart Thermostat.*



Editor summary screen

### Using the Editor

The **Editor** is more advanced than the Wizard. It allows you to set specific times, temperatures and furnace fan settings for each day of the week.

Select the desired program period to adjust start times or disable the period entirely.

Select a current Heat or Cool set temperature to adjust the temperature or fan settings for that period. Any program period changes will automatically apply to all the days in that period and will be shown at the top of the screen.

If your system is enabled for auto change-over mode, the heat and cool set temperature will automatically be adjusted to ensure a minimum difference between the heat and cool set temperatures.

In auto system mode, the fan setting will revert to whatever is configured in the **Details** fan setting. Auto change-over mode and the minimum temperature difference is configurable in the installer setting.

To accommodate for your varying schedule you can add additional program periods in your week. For example if you come home for lunch during the week or want different settings for the weekend, you would simply add one of the existing periods at the allocated time and day or create a completely new one.

To use the Editor:



From the Home screen, press Program, then press Editor in the upper left corner of the screen.



Select the days you want to adjust (choosing more than one day will change settings for all the days selected), and press Next.

Adjust temperature by pressing the heat or cool buttons on the right-hand side. OR select Add new item to add a custom period.

To schedule a vacation:



From the Home screen, press **More**.



Press **Vacation**. Press **New** and enter a name and the duration of your vacation.

## Scheduling a Vacation

The Smart Thermostat's **Vacation** feature helps you conserve energy while you are away for extended periods of time. It also ensures your home is comfortable when you return.

To program a **Vacation**, select the **New** button. Here you can program a name, start date and time, as well as the end date and time.

You can enter any number of uniquely named vacations. Other features to choose from include:

### ecobee Optimize

Turn this option **ON** to tell the thermostat to automatically set your Heat Temperature, Cool Temperature, System Mode and Furnace Fan settings to maximize energy conservation while you are away.

Turn this option **OFF** to manually configure Heat Temperature, Cool Temperature and Fan settings.

### Heat Temperature

Programs the set temperature when the system is in Heat mode (i.e., when the furnace is on). Set a lower temperature to save energy.

### Cool Temperature

Programs the set temperature when the system is in Cool mode (i.e., when the air conditioner is on). Set a higher temperature to save energy. You can also choose to turn off your cooling system while you are away to save more energy.

### Fan

Toggles the fan setting between **ON** and **Auto**.

- **ON** The fan runs all the time regardless of programming or if there is a call for heat or cool. The fan will also run if the System Mode is **OFF**.
- **Auto** This option turns the furnace fan on but only when the system is heating, cooling or ventilating your home, or to satisfy the minimum fan run time as programmed.

- **Minimum On Time** This feature allows you to determine a minimum time per hour that the furnace fan will run. It results in increased air circulation and a more consistent temperature within the home, and is more cost effective than choosing the **ON** position for the fan.

In either mode, the Smart Thermostat will ensure that when your vacation ends, the thermostat will revert to the regular settings.

**Note:** *If you were running your regular program prior to the start of your vacation, on your return the Smart Thermostat will restore your home to those settings. If you were in Hold mode prior to the start of your vacation, the Smart Thermostat will restore the home to whatever the set temperature was just prior to your vacation.*

## UNDERSTANDING ALERTS

From time to time your ecobee system will display an alert — a reminder to change the furnace filter, or perform regular maintenance, for example.

If you have a flood sensor installed in your house, the system can alert you when water is detected, potentially saving you thousands of dollars from damage due to flooding.

If you have connected your Smart Thermostat to the Internet, these alerts can also be sent to you via email.

When an alert displays, you can dismiss it or ask to be reminded later.

For example, if you receive a furnace filter alert and choose *Remind me later*, the alert will clear and display again 24 hours later. If you choose *OK* when the alert displays, it will reset the reminder.

## List of Alerts

Below is a complete list of alerts. Depending on your configuration, some of these may not apply to your system.

Low Battery	The battery in your Smart Thermostat will need to be changed soon.
Furnace Air Filter	Your furnace filter needs to be cleaned/changed.
Ventilator Filter	Your ventilator filter needs to be cleaned/changed.
UV Lamp	Your UV lamp needs to be changed.
Humidifier Filter	Your humidifier pad needs to be cleaned/changed.
Comms fault	There is no communication between the Smart Thermostat and the Equipment Interface module.
Low Temp. Alert	The temperature in the home is too low.
High Temp Alert	The temperature in the home is too high.
Low Humidity Alert	The humidity in the home is too low.
High Humidity Alert	The Humidity in the home is too high.
Heat Not Responding	The system has failed to heat the home.
Cool Not Responding	The system has failed to cool the home.
Input 1	Used if this input is programmed to generate an alert.
Input 2	Used if this input is programmed to generate an alert.
Maintenance Reminder	You are due for regular maintenance.
Auxiliary Heat Run Time	Your auxiliary heat source is running too often.
Auxiliary Outdoor Temperature	Your auxiliary heat source is running at higher than expected outdoor temperatures.

## USING YOUR SMART THERMOSTAT

The bright, easy-to-read and easy-to-use touch screen on your Smart Thermostat makes it simple to review and adjust the settings any time you want.

### Adjusting temperature

You can easily adjust the temperature without changing the thermostat's programming.

Once you've adjusted the temperature, the slider changes to indicate that you are currently holding the set temperature rather than running a program.

The Smart Thermostat will hold the new temperature for the duration you specified in the **Hold Action** option during the initial setup (see *Holding Action* page 11) or until you press **Resume**.

If your system is set for auto-changeover mode, and you have selected Auto in the **Details System** mode, an arrow will appear on the temperature scale, in addition to the magnifier. This will allow you to adjust both the heating and cooling set temperatures.

There is a minimum difference allowed between the heat set temperature and the cool set temperature. If you change the temperatures such that this minimum is not maintained, the system will automatically adjust the other set temperature to compensate. You can configure the Auto change-over mode and the minimum temperature difference is configurable in the installer settings.

### Viewing Details

The **Details** screen lists various temperature and equipment details associated with your Smart Thermostat:

#### Current Temperature

The temperature in the room where the Smart Thermostat is installed.

*To adjust the temperature:*



Use your finger to press and move the set temperature slider left or right to select the temperature you want in the magnifier.

Tapping either end of the temperature scale will move the slider by 1°F (0.5° C).

*To access your Details:*



From the Home screen, press **Details**.



### System Mode

Displays the mode your system is operating in. Press this item to display a list of options:

- **Cool** The system will turn on the air conditioner when the current temperature rises above the set temperature.
- **Heat** The system will turn on the furnace when the current temperature drops below the set temperature.
- **Auxiliary Heat Only** The system will only use the auxiliary or back-up heat source to maintain the heat set point temperature
- **Auto** The system is in Auto-changeover mode and will activate the heating or cooling systems to keep your home within the desired range of set temperatures. This option is only available if enabled by the installer.
- **Off** The system is off and will only display the current temperature.



### Fan Control

Displays the current furnace fan setting. Press this item to toggle between:

- **On** The fan runs all the time regardless of programming, or if there is a call for heat or cool. The fan will also run if the System Mode is Off.
- **Auto** Turns on the furnace fan when the system is heating, cooling or ventilating your home, or to satisfy the minimum fan "on" time.

When you switch between **Auto** and **ON** in fan control, the thermostat will prompt you with the following:

**Hold 2 hours** The fan will switch to this setting but revert back after 2 hours

**Hold 4 hours** The fan will switch to this setting but revert back after 4 hours

**Indefinite** The fan will switch to this setting and will only revert back if you do so manually

**Until next transition** The fan will switch to this setting but will revert back when the program switches to the next period.

**Update program** The fan will update the current program to this new fan setting.

When the fan mode is changed, the thermostat will display the resume button, indicating the system is in a HOLD. Pressing the Resume button will revert the fan mode back to the regular programmed fan setting.

- **Minimum "On" Time** This feature allows you to determine a minimum time per hour that the furnace fan will run. This results in optimal air circulation and a more consistent temperature within the home, and is more cost effective than choosing the **On** setting.

### Current Humidity

Displays the current percentage of humidity in the room where the Smart Thermostat is installed. Humidity displays even if your Smart Thermostat has not been configured to control a humidifier or dehumidifier.

### Humidifier | Dehumidifier

Humidity is an important factor in your overall comfort.



If your Smart Thermostat was configured to control a humidifier or dehumidifier, you will be able to select the options below to control the level of humidity in your home.

#### Humidifier

This option will let you configure the humidifier connected to your Smart Thermostat. Options are:

- **On** The system will maintain the humidifier to the programmed level.
- **Off** The system will not try to control the humidity in your home.

#### Frost Control

During the heating season, the Smart Thermostat will automatically adjust the humidity levels to minimize frost or condensation forming on the windows. Internet access is required for this feature to operate properly.

#### Humidifier Set Point

Select this option to program the desired set point for your humidifier. If Frost Control is selected, this option will display the optimal level.

#### Dehumidifier

This allows you to turn your dehumidifier on or off.



### Dehumidifier Level

Select this option to program the desired set point for your dehumidifier.

### Ventilator Max

If your system is equipped with a ventilation system, you can manually switch the ventilator to the maximum setting directly from your Smart Thermostat.

When you select this, the ventilator switches into the maximum mode for 20 minutes then switches back to its normal operating state. The system fan is also activated.

### **NEW Viewing Sensor (optional EB-RSM)**

If you have the optional remote sensor module installed, when you press the More icon from the homescreen a new Sensor icon will be displayed.. This feature will allow you to view the readings of all the sensors connected. In addition for any of the sensor configured as a Control Sensor, you will be able to select which temperature or sensors will be used as the set temperature. If more than one is chosen the thermostat will take the average of those sensors. The same logic applies for indoor humidity sensors.

### **Resetting the Smart Thermostat**

At some point during the life of the thermostat you may want to quickly reconfigure or restore it to the default state.

#### **Reset Registration**

Resets the connection between your Smart Thermostat and your personalized web portal.

**Note: After this reset, you must re-register your Smart Thermostat if you want to continue to use your Web Portal.**

All other preferences and settings will remain the same.

#### **Reset Preferences/Program**

Resets all your preferences, reminders, alerts and programming to the original factory default state.

WiFi settings and registration are not affected.

### **What to do if you move**

If you move there a few things to consider about your ecobee system:

If you did not activate your personalized web portal, you can simply take the Smart Thermostat with you or leave it in the house.

If you registered with *ecobee.com*, you need to update your web portal to reflect your new address.

### **Leaving it behind**

Log onto your web account and delete the device you are leaving behind. This terminates the association between your Smart Thermostat and your personalized web portal.

You can always choose to add another device for your new home with this same account.

The new homeowners will need to register the Smart Thermostat and set up their own web portal.

### **Taking it with you**

If you're taking the Smart Thermostat with you, you'll need to re-connect it to the Internet and possibly re-register if your IP information changes. To re-register, follow the original web registration procedure in this manual.

To Reset your thermostat:



From the Home screen, press More.



Press Settings and select Reset from the list. Choose the Reset option that suits your needs.



### **3-Year Limited Warranty**

ecobee warrants that for a period of three (3) years from the date of purchase by the consumer ("Customer"), the ecobee Smart Thermostat (excluding battery) (the "Product") shall be free of defects in materials and workmanship under normal use and service. During the warranty period, ecobee shall, at its option, repair or replace any defective Products, at no charge. Any replacement and/or repaired device are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer.

If the product is defective, call Customer Service at 1-877-9-ecobee. ecobee will make the determination whether a replacement product can be sent to you or whether the product should be returned to the following address: ecobee Customer Service, 477 Richmond Street West, Suite 210, Toronto, ON M5V 3E7, Canada. In the event of a failure of a Product, Customer may:

(a) if Customer did not purchase the Product directly from ecobee, contact the third party contractor from whom the Product was purchased to obtain an equivalent replacement product, provided the contractor determines that the returned Product is defective and Customer is otherwise eligible to receive a replacement product;

(b) contact ecobee directly for service assistance at 1-877-9-ecobee and ecobee will make the determination whether an advance equivalent replacement Product can be sent to Customer with return shipping supplies (in which case a hold shall be put on Customer's credit card for the value of the replacement Product until ecobee has received the defective Product). Product should be returned to the following address: ecobee Customer Service, 477 Richmond Street West, Suite 210, Toronto, ON M5V 3E7, Canada. If the returned Product is found by ecobee to be defective and Customer is otherwise eligible to receive a replacement product, no amount shall be charged to Customer's credit card; or

(c) ship the defective Product directly to ecobee, in which case Customer shall contact ecobee directly at 1-877-9-ecobee, so ecobee can make the required shipping arrangements. Upon receipt of the defective Product, ecobee will ship an equivalent replacement product to Customer, provided the returned Product is found by ecobee to be defective and Customer is otherwise eligible to receive a replacement product.

This warranty does not cover removal or reinstallation costs and shall not apply if the damages were found to be caused by something other than defects in materials or workmanship, including without limitation, if the Product:

- was operated/stored in abnormal use or maintenance conditions;
- is repaired, modified or altered, unless ecobee expressly authorizes such repair, modification or alteration in writing;
- was subject to abuse, neglect, electrical fault, improper handling, accident or acts of nature;
- was not installed by a licensed Heating Ventilating and Air Conditioning (HVAC) contractor; or
- was installed improperly.

ecobee's sole responsibility shall be to repair or replace the Product within the terms stated above. ECOBEE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OR ANY OTHER FAILURE OF THIS PRODUCT. Some US states and Canadian provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ecobee's responsibility for malfunctions and defects in materials and workmanship is limited to repair and replacement as set forth in this warranty statement. All express and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited to the three-year duration of this limited warranty. No warranties, whether express or implied, will apply after the limited warranty period has expired. Some US states and Canadian provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply.

ecobee neither assumes responsibility for nor authorizes any other person purporting to act on its behalf to modify or to change this warranty, nor to assume for it any other warranty or liability concerning this product.

This warranty gives you specific rights, and you may also have other rights which vary from jurisdiction to jurisdiction. If you have any questions regarding this warranty, please write ecobee Customer Service, 477 Richmond Street West, Suite 210, Toronto, Ontario M5V 3E7, Canada.

## ***End User Software License Agreement***

Please read the following carefully, as this end user software license agreement (“EULA”) is a legal agreement between ecobee Inc., having its place of business at 477 Richmond Street West, Suite 210, Toronto, ON, M5V 3E7 Canada, (“ecobee”) and you (either an individual or the entity that you represent and referred to in this agreement as “licensee”), The original purchaser of ecobee product (The “product” or “products”) embedded with ecobee proprietary software (the “software”) concerning licensee’s limited access to and use of the software. By using the product (including the software embedded in the product), you are indicating your acceptance of, and you agree to be bound by the terms and conditions of this EULA which shall govern your access and use of the software. If you do not agree with the terms and conditions of this EULA, your access to and use of the software will not be permitted and you may, within fourteen days of the date of your purchase if the ecobee product, return the software together with the product in its original packaging and sale condition to: (a) ecobee if you have purchased the ecobee product directly from ecobee or; (b) to an ecobee authorized reseller or distributor if you have purchased the ecobee product from such entities, and ecobee or its authorized reseller or distributor as applicable shall provide a full refund of the purchase price paid within fourteen days of its receipt of the return.

In consideration of the license fees paid by LICENSEE as part of the purchase price of the ecobee Product and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ecobee and LICENSEE agree as follows:

**1. Definitions:** For the purpose of this EULA, the following terms shall have the meanings hereinafter provided:

“ecobee Web Portal” means the web site portal operated by ecobee to provide certain services and functionality to registered users of ecobee Products.

“Error” means any program defect, error, bug or other failure of all or part of the Software that results in the Software not conforming to, or performing in accordance with, its published specifications.

“Software” means ecobee’s computer software program, which enables data upload and download to and from the ecobee Web Portal using an ecobee Product, including any Software Updates.

“User Manual” means the ecobee User Manual provided together with the Product and Software.

“Software Updates” means updates or patches to the Software, including updates intended to correct Errors and which may include enhancements and/or additional features to the Software, as may be provided or released by ecobee from time to time to all of its customers at no charge.

- 2. Ownership of Software:** LICENSEE acknowledges and agrees that, save and except for the Software license explicitly granted by the EULA, all right, title and interest in and to the Software and the User Manual is the sole and exclusive property of ecobee and/or its licensors), as the case may be. ecobee reserves all rights not expressly granted to LICENSEE hereunder, and for greater certainty, ecobee shall retain all intellectual property and other proprietary rights in and to the Software and the User Manual. Nothing in this EULA shall, or shall be deemed or construed to, assign, transfer or convey to LICENSEE any title, rights or interest in or to any intellectual property, including in or to the Software or User Manual, other than the licenses specifically and expressly granted herein.
- 3. Grant of Limited License:** Upon LICENSEE’s use of the Product (and corresponding acceptance of the terms and conditions of this EULA), ecobee hereby grants to LICENSEE a limited, non-exclusive, personal, perpetual, non-transferable and revocable license to use the Software embedded in the Product as and to the extent described in this EULA for as long as LICENSEE complies with the terms and condition of this EULA. ecobee reserves all rights not expressly granted to LICENSEE. For certainty, this EULA does not apply to or govern LICENSEE’s use of or access to the ecobee Web Portal or the ecobee Product, which are each governed by and subject to separate terms and conditions.
- 4. Permitted Use:** Pursuant to the Software license granted to LICENSEE under this EULA, LICENSEE shall be permitted to: (a) use the Software embedded in the Product for the purposes of using the Product only as intended and contemplated by the User Manual, provided that the Software may only be used for its personal and private use in connection with the use of the Product; and (b) use the User Manual provided by ecobee solely as is necessary to operate and use the Software and ecobee Product as and to the extent permitted thereunder and under this EULA.
- 5. License Transferable:** This EULA shall be binding upon and shall ensure to the benefit of and be enforceable by each of the parties, their respective successors and permitted assigns. LICENSEE may assign this EULA without the prior consent of ecobee. ecobee may assign this EULA without the consent of LICENSEE at any time.
- 6. Copy Restrictions:** Unauthorized copying or distribution of Software or the User Manual is expressly prohibited. LICENSEE may make a reasonable number of copies of the User Manual to the extent reasonably required for its use of the Software and Product as permitted by this EULA; provided that LICENSEE may not use the User Manual separately from the Product or Software or for any purpose other than as contemplated herein.

7. **Use Restrictions:** LICENSEE may not: (a) modify, adapt or otherwise change the Software or in any way remove the Software from the Product for any reason or use the Software separately from the Product for any reason or purpose; (b) to the maximum extent permitted to be restricted by applicable law, reverse engineer, decompile, disassemble, or otherwise in any manner deconstruct all or any part of the Software; (c) create derivative works based on the Software or the User Manual; (d) except as expressly permitted by the EULA, provide, disclose, sublicense, distribute, transfer, assign or otherwise permit any third party to access, use, read or otherwise gain access to the Software or User Manual (the Software and User Manual being the confidential information of ecobee); or (e) use Software to access or in conjunction with any other thermostat monitoring services or products of any ecobee competitor.
8. **Support:** ecobee may in its discretion, without any obligation to do so and subject to the limitations of this EULA, provide LICENSEE with help-desk telephone support concerning LICENSEE's use of the SOFTWARE to the extent provided for in the Product Terms of Sale in connection with purchase and sale of the Product and the Terms of Service entered into by you and ecobee, if any, in connection with the thermostat monitoring and data management services provided by ecobee in connection with the Product. Refer to the Product Terms of Sale and/or the Terms of Service associated with the Product and related services for further details on Software and Product support.
9. **Relief:** LICENSEE agrees that damages would not be an adequate remedy for any breach of this EULA affecting or related to a breach or misappropriation of ecobee' (or its or its third party licensors') intellectual property rights in and to the Software and User Manual. LICENSEE, and nothing in this EULA, shall interfere with, delay, obstruct, or prevent ecobee from taking, or require ecobee to take, any steps prior to taking action to seek an interim and interlocutory equitable remedy on notice or ex parte to enforce any provision herein to protect its rights concerning the Software or other intellectual or proprietary rights. LICENSEE agrees not to contest, object to, or otherwise oppose an application for equitable relief by ecobee in such circumstances and LICENSEE waives any and all immunities from any equitable relief to which it may be entitled. Any such relief or remedy shall not be exclusive, but shall be in addition to all other available legal or equitable remedies. LICENSEE agrees that the provisions of this Section are fair and reasonable and are necessary to protect ecobee' intellectual property rights.
10. **Termination:** This EULA is effective until and unless terminated. Subject to Section 13, this EULA will terminate automatically if LICENSEE fails to comply with any provision of the License. If LICENSEE is a business entity or other entity,

any failure to comply with the terms and condition of this EULA by any individual employed or engaged by such entity will be deemed a failure to comply by LICENSEE. Upon any termination, LICENSEE shall destroy all copies of Software and User Manual.

11. **Warranty:** (a) ecobee shall provide its standard Product and Software limited warranty statement ("Customer Warranty"), which equally applies to the Software embedded in the Product, and which is incorporated by reference herein, with the Product for your benefit only. In the event of an Error in connection with the Software, refer to the Customer Warranty and Terms of Sale provided with the Product for further detail. (b) EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY CONTAINED IN THIS EULA, THE PRODUCT TERMS OF SALE AND THE PRODUCT WARRANTY, THE SOFTWARE AND SOFTWARE DOCUMENTATION AND ANY SUPPORT IS PROVIDED ON AN "AS IS" BASIS, AND THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, CORRECTNESS, FUNCTIONALITY, RELIABILITY, ACCURACY, CURRENTNESS, OPERATION, USE OR THE RESULTS OF THE USE BY LICENSEE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE (OR THAT ALL ERRORS CAN OR WILL BE CORRECTED) OR THAT THE SOFTWARE OR SOFTWARE DOCUMENTATION WILL MEET LICENSEE'S REQUIREMENTS, ALL OF WHICH ARE EXPRESSLY DENIED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT PERMIT LIMITATIONS ON OR EXCLUSIONS OF CERTAIN IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES; THEREFORE THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN CERTAIN CIRCUMSTANCES. ecobee DISCLAIMS AND SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY AND ALL ACTS OF THIRD PARTIES. NO OTHER PERSON IS AUTHORIZED TO EXTEND, VARY OR TRANSFER ANY PROVIDED WARRANTY ON BEHALF OF ecobee. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE AND USE OF THE SOFTWARE, SOFTWARE DOCUMENTATION AND ANY PROVIDED SUPPORT IS ASSUMED BY LICENSEE.
12. **Limitation:** IN NO EVENT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL ECOBEE, ITS SHARE-HOLDERS, AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY THE "ECOBEE PARTIES")

BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITH RESPECT TO LOSS OF, OR DAMAGE TO, DATA OR COMPUTER SYSTEMS OR RELIANCE ON ANY DATA DERIVED FROM LICENSEE'S USE OF THE SOFTWARE, OR LOSS OF REVENUE OR PROFIT OR OTHER ECONOMIC LOSS) OF ANY KIND OR NATURE WHATSOEVER SUFFERED BY LICENSEE OR ANY THIRD PARTY HOWSOEVER CAUSED AND WHETHER RESULTING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHERWISE (INCLUDING AS A RESULT OF OR DUE TO USE OF OR RELIANCE ON THE SOFTWARE AND/OR ecobee WEB PORTAL) AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR ecobee HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ECOBEE PARTIES' TOTAL LIABILITY AND OBLIGATION TO LICENSEE, IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS EULA, THE TERMS OF SALE IN CONNECTION WITH YOUR PURCHASE OF THE PRODUCT AND YOUR USE OF THE SOFTWARE AND PRODUCT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE PURCHASE PRICE OF THE ecobee PRODUCT ACTUALLY PAID BY LICENSEE. THIS SECTION SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT.

13. **Survival:** The parties acknowledge and agree that the provisions of Sections 2, 6, 7, 9, 11(b), 12, 13, 14, 15, 16 and 17 shall survive any termination of this EULA for any reason.
14. **English Language:** The parties declare that they have required that this agreement and all documents related hereto, either present or future, be drawn up in the English language only. Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou le futur, soient rédigés en langue anglaise seulement.
15. **Jurisdiction:** This EULA shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada. For the purpose of all legal proceedings this EULA shall be deemed to have been performed in the Province of Ontario, Canada and the parties expressly confirm that the law of the Province of Ontario is the proper law. If Customer is located in a jurisdiction other than Canada, the parties agree that neither the United Nations Convention of the International Sale of Goods or the

(U.S.) Uniform Computer Information Transactions Act shall apply to this EULA. The parties irrevocably attorn to the non-exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

16. **Export Law Assurances:** LICENSEE acknowledges that the Software may be subject to export and import control laws, and agrees to comply fully with those laws in connection with the Software.
17. **General Provisions:** No delay or omission by ecobee to exercise any right or power it has under this EULA or to object to the failure of any covenant of LICENSEE to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by ecobee must be in writing and signed by an authorized representative of ecobee. If any provision of this EULA is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of this EULA, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this EULA shall be valid and enforceable to the extent granted by law. The EULA constitutes the entire agreement between the parties as it relates to the license and use of the Software and User Manual and the subject matter of this EULA and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between ecobee and LICENSEE. The EULA may only be amended or supplemented by written agreement executed by each of the parties.