

Eaton

END-USER LICENSE AGREEMENT

Revised: July 10, 2020

Eaton Corporation ("Eaton") owns and operates this software ("Software"). The following Eaton End-User License Agreement ("Agreement") governs the use of this Software. Other sites, content or online services owned or controlled by Eaton have their own terms of use/end-user license agreement and should be reviewed. Eaton licenses the use of the Software to you subject to the terms of this agreement.

IMPORTANT, READ CAREFULLY. THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS A BINDING CONTRACT BETWEEN YOU, THE END-USER (THE "LICENSEE") AND EATON OR ONE OF ITS AFFILIATES ("EATON" OR "LICENSOR"). BY DOWNLOADING, INSTALLING OR USING THIS SOFTWARE PRODUCT, YOU, THE LICENSEE, ARE AGREEING TO BE BOUND BY THE TERMS, CONDITIONS, AND LIMITATIONS OF THIS AGREEMENT. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE.

IF YOU, THE LICENSEE, DO NOT ACCEPT THE TERMS IN THIS AGREEMENT, DO NOT REGISTER, ACCESS OR USE THE PRODUCT SOFTWARE IN ANY WAY.

1.0 Definitions

1.1 Documentation. "*Documentation*" means the user guides and manuals for the installation and use of the Software, whether made available over the internet, provided in CD-ROM, DVD, hard copy or other form.

1.2 Software. "*Software*" means the computer software programs for which Licensee is granted a license hereunder, the Documentation therefore and, to the extent available, Updates thereto. All computer programs are licensed hereunder in object code (machine-readable) form only except that certain software programs may include limited portions in source code (human-readable) form.

1.3 Update. "*Update*" means: (a) supplemental programs, if and when developed and distributed by Eaton, that may contain bug fixes or alternate program functions for the Software, and (b) a subsequent release of the Software, if and when developed by Eaton. An Update does not include any release, new version, option, or future product, which Eaton licenses separately.

2.0 Software License

2.1 Ownership. Eaton or its third-party licensors retains all title, copyright and other proprietary rights in, and ownership of the Software regardless of the media upon which the original or any copy may be recorded or fixed.

2.2 License Grant. Licensee does not acquire any rights, express or implied, other than those expressly granted in this Agreement. Eaton grants to Licensee a limited, non-transferable, non-assignable, revocable, non-exclusive, non-assignable (except under the conditions of section 2.4) license to use the Software in conjunction with the operation of Eaton products to which the Software pertains or other products as described by Eaton in the Documentation only in a manner that is consistent with the terms of this Agreement.

2.3 Restrictions and Requirements. Licensee will not, nor will it permit others to, modify, adapt, decrypt, extract, enhance, reverse engineer, decompile, or disassemble the Software or any component thereof (including the Documentation), or create derivative works based on the Software (including the Documentation), or otherwise attempt to create any source code which is derived from any of the Licensed Software, or otherwise reduce this software to a human perceivable form, except to the extent such foregoing restriction is prohibited by applicable law or applicable open source license to, and only to, any open source software component that is incorporated into the Software (if any). Licensee shall not alter the Software in any way. Licensee will not use the Software except in conjunction with the operation of Eaton products to which the Software pertains or other products as described by Eaton in the Documentation. Copyright laws and international treaties protect the Software, including the Documentation. Unauthorized copying of the Software, the Documentation or any part thereof, is expressly prohibited. Licensee shall not distribute, or otherwise provide to any third party any registration code algorithms, registration codes, encryption keys, or the like used by or in connection with this Software without the prior written

permission of Eaton, nor shall Licensee attempt to create any registration codes, passwords, or the like to allow unauthorized activation of the Licensed Software nor assist others in doing so. Licensee shall not use any registration code algorithms, registration codes, encryption keys, or the like that have not been purchased from Eaton or an authorized representative of Eaton.

The previous list of prohibitions is not exclusive or exhaustive. Eaton reserves the right to terminate the Licensee's access to the Software for any violation of this Agreement.

For Software which can only be used with a license key that is supplied separately or with the Software the following applies: This software is licensed for storage and use in one device only. Licensee shall not install this software package on multiple devices or in multiple locations without purchasing a separate license from Eaton or a third party authorized by Eaton. Subject to these restrictions, Licensee may make one (1) copy of the Software solely for backup or archival purposes and may make one (1) copy of the Documentation for use by Licensee in connection with its authorized use of the Software. Licensee will number and account for all such copies. All titles, trademarks, and copyright and restricted rights notices included in the Software and Documentation will not be removed and must be reproduced in any copies. For avoidance of doubt, Eaton does not grant Licensee a license to any of Eaton's brands, logos, designs, trade dress, service marks, trademarks, domain names or trade names, in whole or in part.

Licensee agrees to install or allow installation of all corrections of substantial defects, security patches, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and as directed by Eaton.

2.4 Transfer and Assignment Restrictions. Licensee will not sell, resell, assign, lease, sublicense, encumber, or otherwise transfer its interest in this Agreement or in the Software, or the Documentation in whole or in part, or allow any other person or entity, including any parent or subsidiary of Licensee or other subsidiary of Licensee's parent, to copy, distribute, or otherwise transfer the Software without the prior written consent of Eaton. Licensee may transfer the Software directly to a third party only in connection with the sale of the Eaton product in which it is installed or to which the Software pertains as described by Eaton in the Documentation. In the event of such a sale, Licensee may not keep any copies of the Software or any portion thereof and will require the third party to confirm having received this EULA and agree to all the terms herein.

3.0 Termination.

3.1 Termination. This Agreement and the license granted hereunder automatically terminates if Licensee breaches any provision of this Agreement. Eaton may terminate this license at any time with or without cause.

3.2 Effect of Termination. Immediately upon termination of this Agreement or the license granted hereunder, Licensee will cease using the Software, will delete the Software from its computers and will either return to Eaton or destroy the Software, Documentation, packaging and all copies thereof. If Licensee elects to destroy the Software, then Licensee will certify in writing to Eaton the destruction of the Software upon the request of Eaton. Termination of this Agreement and return or destruction of the Software will not limit either party from pursuing other remedies available to it, including injunctive relief. The parties' rights and obligations under the following sections of this Agreement will survive termination of this Agreement: Article 1.0, Section 2.1, Section 2.3, Section 2.4, Article 3.0, Article 4.0 and Article 5.0.

4.0 Infringement and Warranties

4.1 Infringement. If Licensee learns of a threat, demand, allegation, or indication that the Software infringes or misappropriates any third party intellectual property rights (including but not limited to any patent, copyright, trademark, trade dress, or trade secret) ("Intellectual Property Claim"), Licensee will notify Eaton promptly of such claim. Eaton may, in its sole discretion, elect to assume sole control of the defense and settlement of said Intellectual Property Claim and Licensee will provide reasonable information and assistance to Eaton for the defense of such claim.

4.2 Disclaimer of Warranties. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EATON DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE FROM UNAUTHORIZED ACCESS. THE LICENSEE EXPRESSLY ACKNOWLEDGES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE INSTALLATION AND USE OF THE SOFTWARE IS AT LICENSEE'S SOLE RISK.

5.0 General Provisions.

5.1 Update Policy. Eaton may from time to time, but has no obligation to, create Updates of the Software or components thereof.

5.2 Limitation on Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT EATON, ITS AFFILIATES, AND ITS LICENSORS, WILL NOT BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY LICENSEE OR ANY THIRD PARTY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY LICENSEE OR ANY THIRD PARTY. THESE LIMITATIONS ON EATON'S LIABILITY WILL APPLY WHETHER OR NOT EATON HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF EATON, ITS AFFILIATES, AND ITS LICENSORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE. FOR SOFTWARE DISTRIBUTED WITHOUT ANY TECHNICAL PROTECTION MEANS (FOR EXAMPLE SOFTWARE THAT CAN BE INSTALLED WITHOUT A LICENSE KEY): TO THE EXTENT PERMITTED BY LAW, ANY LIABILITY IS EXCLUDED.

THIS SECTION 5.2 STATES EATON'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND IS SUBJECT TO ALL LIMITATIONS STATED IN SECTION 4.2.

5.3 Notices. All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail to the address shown below:

LICENSE NOTICES:
Eaton Intelligent Power Limited
Eaton House,
30 Pembroke Road,
Dublin 4,
D04 Y0C2,
Ireland

5.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

5.5 Waiver. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement.

5.6 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing specifically referencing this Agreement and signed by a duly authorized representative of each party. No other act, document, usage or custom will be deemed to amend or modify this Agreement. Certain components of the Software may also be subject to additional paper or electronic license agreements. In such cases, the terms of this Agreement will be supplemental to those in the additional agreements, to the extent not inconsistent with the additional agreements. If a copy of this Agreement in a language other than English is included with the Software or Documentation, it is included for convenience and the English language version of this Agreement will control.

Any questions regarding this Agreement should be directed to Eaton at:

Eaton
Attn: IP Law Group
1000 Eaton Boulevard
Mail Code 4N

Cleveland, OH 44122

Eaton

Attn: Global Data Protection and Privacy Office

1000 Eaton Boulevard

Cleveland, OH 44122

Email: dataprotection@eaton.com

5.7 Heirs, Successors, and Assigns. Each and all the covenants, terms, provisions and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and, to the extent expressly permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

5.8 Export Restrictions. Licensee agrees to comply fully with all relevant export laws and regulations of the United States and all other countries in the world (the "Export Laws") to assure that neither the Software nor any direct product thereof are (i) exported, directly or indirectly, in violation of Export Laws; or (ii) are intended to be used for any purposes prohibited by the Export Laws. Without limiting the foregoing, Licensee will not export or re-export the Software: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>), or to any national of any such country, wherever located, who intends to transmit or transport the Software back to such country; (ii) to any end user who Licensee knows or has reason to know will utilize the Software in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

5.9 U.S. Government Restricted Rights. If the Software is licensed to agencies of the U.S. Government, the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212, and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor / manufacturer is Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122.

5.10 Third Party Intellectual Property Rights. The Software may contain components (including open source software components) that are owned by third parties ("Third Party Licensors") and are provided with, incorporated into, or embedded in, the Software pursuant to license arrangements between Eaton and such third parties. Third Party Licensor components in the Software are not licensed or warranted under the terms of this document, but are instead subject to the Third Party Licensors' license agreements. Licensee will not modify, delete, or obfuscate any copyright or other proprietary rights notices of Third Party Licensors contained in the Software.

5.11 Indemnity. Licensee shall defend, indemnify and hold Eaton and its officers, directors, employees, and agents harmless from and against all losses, damages, liabilities, claims, actions, and associated costs and expenses (including reasonable attorneys' fees and expenses) by reason of injury or death to any person or damage to any tangible or intangible property arising or resulting from the negligence or willful misconduct of the Licensee, its employees, contractors, or agents, in connection with Licensee's use of Software and Documentation.

Licensee shall be responsible for any breach of this Agreement by its officers, directors, employees, contractors, or agents. Licensee shall defend, indemnify, and hold Eaton and its officers, directors, employees, and agents harmless from and against any and all losses, damages, liabilities, claims, actions, and associated costs and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any breach of this Agreement.

For Licensee in California. In compliance with California Civil Code § 1789.3, a Licensee residing in California has the right to contact Eaton with any complaints or to seek additional information. Such Licensee may email Eaton at dataprotection@eaton.com or write to: Attn: Global Data Protection and Privacy Office, Eaton, 1000 Eaton Blvd., Cleveland, OH 44122.

If Licensees in California have any questions or complaints about Eaton they may also contact: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired persons may call (916) 928-1227 or (800) 326-2297 via TTY device.

5.12 Open Source Software. The Software may contain certain components owned by Eaton that are provided with, incorporated into, linked to, or embedded in the Software that are subject to third party open source licenses (“Eaton Open Source Components”). Eaton Open Source Components are subject to the open source licenses corresponding to the particular software component. To the extent there are any conflicts between the terms of this Agreement and any open source license corresponding to Eaton Open Source Components or additional obligations by such open sources license that are not set forth in this Agreement, the terms of the open source license will control.

5.13 Confidentiality. Licensee acknowledges that confidential aspects of the Software (including any proprietary source code) are a trade secret of Eaton, the disclosure of which would cause substantial harm to Eaton that could not be remedied by the payment of damages alone and such confidential aspects of the Software shall not be disclosed to third parties without the prior written consent of Eaton. Accordingly, Eaton will be entitled to preliminary and permanent injunctive and other equitable relief for any breach of this Section 5.13.

5.14 Note on JAVA Support. The Software may contain support for programs written in JAVA. JAVA technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, or weapons systems, in which the failure of JAVA technology could lead directly to death, personal injury, or severe physical or environmental damage. EATON DISCLAIMS ALL DAMAGES INCLUDING DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES RELATING TO THE FAILURE OF ANY SOFTWARE INCLUDING JAVA PROGRAMS AND/OR JAVA TECHNOLOGY.

5.15 Governing Law. This Agreement will be interpreted and enforced in accordance with the laws of Ireland, without regard to choice of law principles. Any claim or suit with respect to this Agreement shall be brought in the Courts of Ireland, unless mandatory law imposes otherwise.

Eaton EULA