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For Royalty-Free EcoStruxure IT Software Gateway

(the "EULA")

May 2019

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Schneider Electric will have no obligation to You under this Section relating to claims which arise outside of the Included Jurisdiction, nor for any claims not expressly set out in Section 10.10 above.

If the Software Products are held, or are believed by Schneider Electric, to infringe, then Schneider Electric will have the option, at its expense, to: (i) modify the Software Products to be non-infringing; or (ii) obtain for You a license to continue using the Software Products. If, in Schneider Electric's sole discretion, it is not economically or commercially reasonable to perform either of the above options then Schneider Electric may terminate the license for the infringing Software Products and refund to You the license fee You paid to Schneider Electric for the infringing Software Products.

The foregoing Schneider Electric obligations do not apply when the claim of infringement results from or is related to: (i) Software Products provided pursuant to Your designs, drawings or specifications; (ii) Software Products stored, used or maintained other than in accordance with Schneider Electric's instructions or recommendations or other than for Your internal business purposes; (iii) claims of infringement resulting from combining the Software Products provided hereunder with any other item not furnished by Schneider Electric; (iv) modifications to the Software Products without the prior written consent of Schneider Electric; (v) software or products supplied or designed by You or third parties; or (vi) Your failure to use corrections or enhancements made available by Schneider Electric.

This Section 10.10 states Schneider Electric's entire liability and Your sole and exclusive remedy for infringement.

11. THIRD PARTY SOFTWARE

11.1   The Software Product may embed or be provided to You with third party software(s), in unmodified or modified form. In such case Schneider Electric shall make such information available to You.

11.2   By accepting this EULA, You are also accepting the terms and conditions of the software licenses from any third party (hereinafter "**Alternative Licenses**") owning the intellectual property rights in said third party software(s), and any use You will make of any such third party software(s) being part of the Software Product is subject to the terms of those Alternative Licenses. Further to the above, in relation to parts of the Software Product that are subject to Alternative Licenses, Schneider Electric's liability shall be further limited in accordance with the terms and conditions of such Alternative License and Schneider Electric will in no event be subject to a wider or more substantial liability than what is evident from such Alternative Licenses, unless and to the extent applicable mandatory law requires otherwise.

11.3   Further, the Software Product may contain code, including third party code, for which Schneider Electric is required to provide attribution. Some of this code may be released under Alternative License terms. Such code is not licensed under this EULA and shall be subject only to the Alternative License which shall constitute the sole license for such code and shall govern the relation between You and the alternative licensor. This EULA does not alter any rights or obligations You may have under these Alternative Licenses. Schneider Electric provides no warranty whatsoever in relation to code subject to such Alternative Licenses, unless and to the extent applicable mandatory law requires otherwise.

11.4   If you wish to use the Software Product in a specific combination with other software or devices as may be intended by You, You must, at Your own risk and expense, acquire and maintain any such other software or devices, including proper licenses from such third parties. If You do not acquire and maintain appropriate third party licenses and if this somehow results in a third party raising a claim against Schneider Electric, You shall indemnify Schneider Electric against any such third party claim. In case the Software Product includes access to a software development kit (hereinafter "**SDK**") which allows the development of any interface between third party software and the Software Product, Schneider Electric shall not be responsible for any development performed by You through the use of SDK, and Schneider Electric shall have no responsibility to provide You any support in relation thereto and shall not be liable for Your use of SDK or any damages it may cause to You or any third party.

11.5   If Your use of SDK somehow results in a third party raising a claim against Schneider Electric, You shall indemnify Schneider Electric against any such third party claim.

12. DATA PROTECTION/CONSENT TO USE DATA

12.1 With respect to the processing of any personal data under or in relation to this EULA or the use of the Software Product, each party agrees to comply with its respective obligations under any local applicable data protection laws or regulations in the relevant jurisdiction.

12.2 In addition to the Software Update Utility (also known as "SESU") described in Section 5.3, You acknowledge that some Software Products may include analytic and diagnostic features which enable Schneider Electric to gather technical and End User information from the Software Product. You agree that Schneider Electric may collect and use such technical and End User information for analytic and diagnostic purposes and to improve the user experience with the Software Product and/or with other products and services offered by Schneider Electric. If any of the information so collected contains personal information (such as email address, username and password or location) Schneider Electric will process such information in accordance with Schneider Electric's Data Privacy Policy which is available at https://www.schneider-electric.com/en/about-us/legal/data-privacy.jsp.

13. AUDIT

13.1 You agree to make all applicable records available for review by Schneider Electric during Your normal business hours so as to permit Schneider Electric (upon reasonable written notice to You) to verify Your compliance with the terms and conditions of this EULA. Further, You agree that upon the request of Schneider Electric or Schneider Electric's authorized representative, You will promptly document and certify in writing to Schneider Electric that Your and Your employees' use of the Software Product complies with the terms and conditions of this EULA.

13.2 Schneider Electric may (upon reasonable written notice) inspect Your use of the Software Product during Your normal business hours to ensure Your compliance with this EULA. If the results of any such review or inspection indicate Your unlicensed or non-compliant use of the Software Product or the underpayment by You of applicable fees (if any) contractually due and payable to Schneider Electric, You shall: (i) immediately pay sufficient fees to cover Your actual use of the Software Product, or such amounts of fees remaining due to Schneider Electric and (ii) reimburse Schneider Electric for the cost of such review or inspection.

14. EXPORT CONTROL

The export of products, software, technology or information may be subject to control or restriction by applicable laws or regulations on the control of export, notably the United States Export Administration Act and the regulations there under, and the European Union Regulation 428/2009 applicable to dual use and cryptographic products and technologies. You are solely responsible for determining the existence and application of any such law or regulation to any proposed export of the Software Product by You or Your representatives and for performing any declaration or obtaining any required authorisation in relation therewith. You agree not to export the Software Product from any country in violation of any applicable legal or regulatory obligations or restrictions on that export. In the event the aforementioned legal or regulatory obligations or restrictions are violated by You or any of Your representatives in relation with the export of the Software Product, You shall indemnify and hold Schneider Electric harmless from any claims, losses, costs or expenses and compensate the same against any damages which any third party (including but not limited to governmental and/or international authorities and/or organizations) will claim against Schneider Electric as the result of any such violation by You or Your representative(s).

15. ASSIGNMENT

Your rights or obligations under this EULA may not be sold, sub-licensed, rented, assigned, delegated, transferred or otherwise conveyed by You or Your representatives without Schneider Electric's prior express written consent. Schneider Electric may assign this license to any company within the Schneider Electric Group of companies or to any company it may acquire control of or merge with.

16. DURATION AND TERMINATION

16.1 The license right granted to You under this EULA shall come into effect as of the date of Your acceptance of the terms hereof and shall remain effective unless such license right expires or terminates when (i) such license right was granted to You for a limited period of time in accordance with Section 1 and such limited time period expires, or (ii) such license right was granted to You under a trial period in accordance with Section 2 and You do not further activate it upon expiry of said trial period as per Section 1, (iii) this EULA is terminated by either Schneider Electric or You with immediate effect if, respectively, You or Schneider Electric fail to comply with any of its obligations under this EULA.

16.2 Upon expiration or termination of the license right granted to You hereunder, You undertake to immediately discontinue use of the Software Product and You must (i) if the Software Product has been provided to You as a physical copy, destroy and delete the Software Product and related copies and data, including without limitation those stored on Your computer hard disks or servers, including all accompanying printed materials along with their containers to the place from which You obtained the Software Product, and (ii) if the Software Product has been provided to You as a download, delete or expunge the Software Product, inclusive all related files and any other electronic material, from Your computer, hard disks, servers or other Device containing it. For both (i) and (ii) You shall upon the request from Schneider Electric provide Schneider Electric with a written certification that You have carried out the required actions set out in this Section 16.2.

16.3 Termination of the license granted to You hereunder does not affect any rights or remedies which may have accrued before said termination to the benefit of Schneider Electric under this EULA, at law or otherwise.

17. MISCELLANEOUS

17.1 This EULA, including its Appendices, constitutes the entire agreement between You and Schneider Electric in relation to Your right to use the Software Product and replaces any previous agreement or understanding, whether oral, electronic or written, in relation with the same subject matter. Documentation forms an integral part of the license granted under this EULA. In case of a discrepancy between the terms of this EULA and the provisions of the Documentation, the terms of this EULA shall prevail. Should they differ, the terms of the printed version of this EULA, which may be supplied with the Software Product package, shall prevail over those that may be read on a computer screen.

17.2 Should any of the provisions of this EULA be held invalid, illegal or unenforceable by a competent jurisdiction, You and Schneider Electric shall take all reasonable steps in order to modify such provision to render it valid and enforceable, bearing in mind their original intentions, and such provision as modified shall be fully enforced by You and Schneider Electric; all other provisions shall remain valid and unaffected by such declared invalidity, illegality or non-enforceability.

17.3 No failure or delay on the part of either You or Schneider Electric in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

17.4 Headings in this EULA are just for ease of reference and will not affect its interpretation.

17.5 Words expressed in the singular include the plural and vice versa.

17.6 Section 7, 8, 9, 10, 11, 12 and 14 of this EULA shall survive termination of this EULA or expiration of the license right granted to You under this EULA in accordance with Section 16.1. Furthermore, provisions that by their nature are intended to survive termination or expiration of this EULA and the license right granted to You hereunder, shall survive such termination or expiration. Additionally, all of Your indemnity obligations set forth in this EULA shall survive termination or expiration of this EULA.

18. APPLICABLE LAW & DISPUTES

18.1 Subject to the provisions of Section 18.2A, this EULA shall be exclusively governed by the laws of the State of Illinois, United States, to the exclusion of its conflict of law rules. To the extent possible, Schneider Electric and You agree that the United Nations Convention on the International Sale of Goods shall not apply to this EULA.

18.2 All disputes arising out of or in connection with this EULA shall be submitted to the competent state and federal courts located in and for Cook County, Illinois. The parties hereby irrevocably consent and submit to the exclusive jurisdiction of the state and federal courts located in and for Cook County, Illinois, in connection with any suit, action or other proceeding concerning the interpretation or operation of with this EULA. Each party forever waives and agrees not to assert any defense that is based upon an argument that the courts mentioned in this paragraph lack personal jurisdiction, that venue is improper or that the forum is inconvenient. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OF USE.

18.3 You acknowledge and accept that Schneider Electric will be irreparably damaged (and damages at law may be an inadequate remedy) if You breach any provision of this EULA and such provision is not specifically enforced. Therefore, in the event of a breach or threatened breach by You of this EULA, Schneider Electric shall be entitled, in addition to all other rights or remedies, to (a) an injunction or other injunctive relief restraining such breach, without being required to show any actual damage or to post an injunction or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement; or (c) both to the extent permitted by applicable law in the country where Schneider Electric has its registered office or principal place of business and/or, as relevant in the context, where You will install, copy, run or otherwise use the Software Product, on either federal or state level when applicable.

19. LEGAL EFFECT

In specific jurisdictions, as stated in **Appendix 1** to this EULA, different regulations may impose different terms to apply between Schneider Electric and You in relation with Your use of the Software. All the terms of this EULA that are not amended by the terms defined in said jurisdictions as stated in **Appendix 1** shall apply between Schneider Electric and You in such jurisdictions.

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APPENDIX 1 TO END-USER LICENSE AGREEMENT
SPECIFIC REGULATIONS / TERMS IN VARIOUS JURISDICTIONS

USA:

In complement to what is stated in Section 2 **"Restrictions"**, a) – e) above:

The Software Product is a "Commercial Item(s)," 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 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 222.7202-1 through § 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA. Manufacturer is Schneider Electric.

ARGENTINA:

Subsection 9.2 of Section 9 **"Warranties"**, shall be replaced as follows:

9.2   The warranty period shall be of one hundred and eighty (180) days from the date of delivery of the Software Product to You.

The language in which the arbitration mentioned in Subsection 18.2 of Section 18 **"Applicable Law & Disputes"** shall be conducted shall be Spanish.

AUSTRALIA:

Subsection 9.6 of Section 9 **"Warranties"** shall be replaced as follows:

9.6   Certain legislation, including the Australian Consumer Law, may imply warranties or conditions or impose guarantees or obligations upon Schneider Electric which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. Subject to this section 9.6 Schneider Electric limits its warranty in respect of any claim under the provisions to, at Schneider Electric's option:
(i)   the replacement of Software Products or the supply of equivalent Software Products;
(ii)   the repair of the Software Products;
(iii)   the payment of the cost of replacing the Software Products or of acquiring equivalent Software Products; or
(iv)   the payment of the cost of having the Software Products repaired.

BRAZIL:

Subsection 2.2 (v) of Section 2 **"Restrictions"**, shall be replaced as follows:

(v)   directly or indirectly, export, re-export, download, or ship the Software Product in violation of the laws and regulations of the U.S.A. or the applicable jurisdiction in which You use or are downloading the Software Product, in specially in violation of the Law n. 9.609 dated February 19, 1998 and regulations of the Brazil.

Section 18 **"Applicable Law & Disputes"**: Applied the Rules of Arbitration of the Chamber of Commerce Brazil - Canadá located in São Paulo City, State of São Paulo, Brazil.

CANADA:

The following Sections shall be added:

Application of Local Mandatory Laws

The Parties do not intend that execution of this EULA to override or exclude the application of any mandatory local laws or legislation. The parties further agree to execute any necessary amendments to take into account any mandatory local laws or legislation applicable at the effective date.

Langue Français / French Language

Les parties aux présentes ont demandé que les Conditions de vente soient rédigées en langue anglaise. You agree to this Eula be drawn up in the English language only.

GERMANY

Section 9 **"Warranties"** shall be replaced as follows:

9. WARRANTIES

9.1 Schneider Electric warrants that for a period of twelve (12) months from the date of its delivery to You by Schneider Electric or its authorised reseller (or any other warranty period depending upon the Software Product's reference and its related description available from Schneider Electric website), (i) the Software Product will perform substantially in accordance with its specifications as described in the Documentation, and (ii) the medium on which the Software Product is provided to You (if provided under a tangible form) and the License Key (if any) will be free from defects in materials and workmanship.

If the Software Product does not function as warranted during the warranty period Schneider Electric will, at Schneider Electric's option either fix the defect or non-compliance or replace the defective Software Product, the medium or the License Key without charge to You, provided that (i) You give notice of the defect to Schneider Electric or its authorised reseller within the above mentioned warranty period, and (ii) the defect does not fall under the exclusions set under Section 9.4 below. In the event Schneider Electric is not able to remedy a defect or non-compliance during the warranty period after having had reasonable opportunity to do so, You may either adequately reduce the fees paid or – unless the defect or non-compliance is non-material – rescind from the contract for the affected Software Product.

9.2 Schneider Electric's warranty shall be excluded to the extent the Software Product, its medium or License Key has been altered without prior written authorization by Schneider Electric or fails to perform in any way, as the result of Your negligent or unauthorized use such as, for instance but not limited to, the use of the Software Product with third party products (hardware, software, firmware or operating system) which are not intended by Schneider Electric for use with the Software Product, or the utilization of an improper hardware or software key (if applicable) with the Software Product, or the unauthorized maintenance of the Software Product.

Any replacement Software Product, media or License Key supplied to You pursuant to Section 9.1 hereinabove will be warranted for the remainder of the original warranty period or six (6) months, whichever is longer.

9.3 Schneider Electric's warranty shall also be excluded in case of defect or malfunction of the Software Product, to the extent such defect or malfunction could have been prevented by implementing the Software Product update or upgrade made available by Schneider Electric pursuant to Section 5.4, which You were entitled and encouraged to do.

9.4 The foregoing defines Schneider Electric's entire warranty obligations to You except as otherwise required by applicable statutory law.

9.5 No oral or written information, statement, opinion or advice allegedly given by Schneider Electric, its authorized resellers, agents or employees, or anyone else on its behalf, shall create any liability or in any way extend or vary the scope of the warranties expressed in this EULA.

Subsections 10.1 to 10.3 of Section 10 **"Liabilities"** shall be replaced as follows:

10. LIABILITIES

10.1 Unless stipulated otherwise in the EULA including the following provisions, Schneider Electric shall be liable for breaches of contractual and non-contractual duties pursuant to the applicable statutory provisions.

10.2 Schneider Electric can be held liable for damages - irrespective of their legal grounds - in cases of intent and gross negligence. In cases of slight negligence, Schneider Electric shall only be liable

    a) for damages resulting from injuries to life, body or health,

    b) for damages resulting from an infringement of an essential contractual obligation (an obligation which must be fulfilled to enable a due performance of the contract and on whose fulfillment the contractual partner generally relies and may rely); however, in this case Schneider Electric`s liability shall be limited to compensation for the foreseeable, typically occurring damage,

    c) for damages resulting from a loss of data Schneider Electric`s liability shall be limited to the typical recovery effort that a diligent user would incur using regularly and risk-adequate created backup copies.

10.3 The limitations of liability pursuant to Section 10.2 shall not apply where Schneider Electric fraudulently concealed a defect or guaranteed the quality of the Software Products. The same applies to claims of You pursuant to the German Product Liability Act (ProdHaftG). An exclusion or restriction of Schneider Electric s liability also applies with respect to Schneider Electric`s statutory representatives and vicarious agents.

PERU:

The third paragraph of the introduction IMPORTANT – READ CAREFULLY shall be replaced as follows:

This EULA is a legal agreement between your corporation, company or other legal entity, to which the Software Product has been provided, (hereinafter "You"), and Schneider Electric (as defined hereunder). You declare that any person acting on your behalf or in your interest and completing the installation of the Software Product has the mandate or legal authority to bind You and confirm Your acceptance of the terms and conditions of this EULA. If a system integrator, contractor, consultant or any other party installs or uses the Software Product on Your behalf, in your interest or prior to Your use of the Software Product, such party will be deemed to be Your agent or representative acting on Your behalf, and You will be deemed to have accepted all of the terms and conditions contained in this EULA as if You had installed or used the Software Product Yourself. If You are a third party (e.g. a system integrator, contractor, consultant or any other third party) installing or using the Software Product on behalf of, in the interest of or prior to an end user- or licensee- of the Software Product (hereinafter "End User"), it is Your responsibility to ascertain that You have obtained the mandate or legal authority to bind the End User to this EULA.

Subsection 3.2 (iv) of Section 3 **"Description of Other Rights"** shall be replaced as follows:

3.2 **Authorized Applications.**
(…)

    (vi) You indemnify, hold harmless, and defend Schneider Electric from and against any claims whether based in contract, warranty, tort (including negligence), strict liability, statute or otherwise, including, without limitation, damages for loss of business, loss of chance, loss of profits, business interruption, lawsuits, including attorneys' fees, loss of data, moral damage, or for any other pecuniary or non-pecuniary loss or damage, either directly or indirectly, either foreseeable or unforeseeable, that arise or result from the use or distribution of Your Authorized Applications, provided however that Your contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to Schneider Electric's fault or to strict liability imposed upon Schneider Electric as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of this EULA

until any possibility for such claims to arise is completely extinguished; and

Subsection 3.3 (v) of Section 3 **"Description of Other Rights"** shall be replaced as follows:

3.3 **Embedding or integrating the Software Product.** You may embed or otherwise integrate the Software Product within Your own product or a third party product, provided that:
(…)

    (v) You indemnify, hold harmless, and defend Schneider Electric from and against any claims whether based in contract, warranty, tort (including negligence), strict liability, statute or otherwise, including, without limitation, damages for loss of business, loss of chance, loss of profits, business interruption, lawsuits, including attorneys' fees, loss of data, moral damage or for any other pecuniary or non-pecuniary loss or damage, either directly or indirectly, either foreseeable or unforeseeable, that arise or result from You embedding the Software Product or otherwise integrate the Software Product within Your own product or a third party product, provided however that Your contractual obligation of indemnification shall not extend to the percentage of the claimant's damages or injuries or the settlement amount attributable to Schneider Electric's fault or to strict liability imposed upon Schneider Electric as a matter of law in any country (on either federal or state level, when applicable); the foregoing obligation of indemnification shall survive the expiry or termination of this EULA until any possibility for such claims to arise is completely extinguished; and

Subsection 10.2 of Section 10 Liabilities shall be replaced as follows:

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, IN NO EVENT SHALL SCHNEIDER ELECTRIC NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE PRODUCT, INCLUDING BUT NOT LIMITED TO SCHNEIDER ELECTRIC'S LICENSORS, BE LIABLE FOR ANY INDIRECT, INTANGIBLE, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS, EXPENSE OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF CHANCE, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, BUSINESS GOODWILL, LOSS OF DATA, MORAL DAMAGE OR FOR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR MISUSE OF THE SOFTWARE PRODUCT, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The following sentence will be inserted at the end of Subsection 10.7 of Section 10 Liabilities:

You declare that Schneider electric does not perform any processing on data on your behalf or in your interest and, therefore, must not be considered as a *data processor*.

Subsection 18.1 of Section 18 **"Applicable Law & Disputes"** shall be replaced as follows:

18.1 This EULA shall be exclusively governed by the laws of the Republic of Peru, to the exclusion of said country's conflict of law rules. To the extent possible, Schneider Electric and You agree that the United Nations Convention on the International Sale of Goods shall not apply to this EULA.

POLAND:

Subsection 10.8 of Section 10 **"Liabilities"** shall be replaced as follows:

10.8 The limitations or exclusions of warranties and liability contained in this EULA shall apply only to the extent permitted by the law applicable to this EULA and, in particular, do not affect or prejudice the statutory rights which, as the case may be, will benefit You under any mandatory or public order laws or regulation applicable in any such country (on either federal or state level, when applicable). In particular Schneider Electric can be held liable for damages - irrespective of their

legal grounds - in cases of intent and gross negligence or damages resulting from injuries to life, body or health.

Section 15 **"Assignment"** shall be replaced as follows:

Your rights or obligations under this EULA may be sold, sub-licensed, rented, assigned, delegated, transferred or otherwise conveyed by You or Your representatives only upon Schneider Electric's prior express written consent otherwise being null and void. Schneider Electric may assign this license to any company within the Schneider Electric Group of companies or to any company it may acquire control of or merge with.

Subsection 18.2 of Section 18 **"Applicable Law & Disputes"** shall be replaced as follows:

18.2   Without prejudice the statutory rights which, as the case may be, will benefit You under any mandatory or public order laws or regulation applicable, all disputes arising out of or in connection with this EULA shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with said Rules. The arbitration shall be conducted in the English language in the country where Schneider Electric has its registered office or principal place of business. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA OR THE RULES OF ARBITRATION, THE COURT IS NOT EMPOWERED TO AWARD DAMAGES IN EXCESS OF THE COMPENSATORY DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPERT WITNESS FEES) OR IN EXCESS OF THE LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH IN THIS EULA, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO RECOVER SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES), IN ANY FORUM. THE COURT WILL BE REQUIRED TO FOLLOW THE APPLICABLE LAW AS SET FORTH IN SECTION 18.1 AND FOLLOW THE TERMS OF THIS EULA. The court may award equitable relief in those circumstances where monetary damages would be inadequate. The successful or prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and other costs of proceedings, in addition to such other relief to which it may be entitled.

RUSSIA:

Section 9 **"Warranties"** shall be replaced as follows:

9.1   All other warranties, whether express or implied, statutory or otherwise are excluded.

9.2   Although Schneider Electric has taken reasonable steps to scan the Software Product for virus, bugs and other anomalies using commercially available means, Schneider Electric does not represent nor warrant that the Software Product is error free nor, if such errors exist, that they can be fixed. The Software Product under the above license is provided to You on an "as is" basis.

In complement to what is stated in Section 14 **"Export Control"** above:

The Software Product under this EULA contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. You acknowledge and agree that the supply, assignment and/or usage of the Software Product and/or the embedded technologies under this EULA shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export license/s has been obtained from the relevant authority and the Schneider Electric has approved, the Software Product shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. You also agree that the Software Product will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons. If any necessary or advisable licenses,

authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Schneider Electric from fulfilling any order, or would in Schneider Electric's judgment otherwise expose Schneider Electric to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Schneider Electric shall be excused from all obligations under such order and/or this EULA.

In complement to what is stated in Section 17 "**Miscellaneous"** above:

The parties of this EULA accept the performance of procedures for the prevention of corruption and monitor their compliance. The parties shall take all reasonable efforts to minimize the risk of business with counterparties, which may be involved in corrupt practices and provide mutual assistance in order to prevent corruption. With this the parties shall ensure the implementation of audit procedures in order to prevent risk of the parties' involvement in corrupt practices.

Subsection 18.2 of Section 18 **"Applicable Law & Disputes"** shall be replaced as follows:

18.2   All disputes arising out of or in connection with this EULA shall be submitted to the Court on Intellectual Rights (Russia, Moscow).

UNITED KINGDOM AND IRELAND

The Country shall be United Kingdom and/or Ireland as applicable and all references to country, jurisdiction and applicable statutes shall be construed accordingly.

Subsection 10.2, 10.3 and 10.5 of Section 10 **"Liabilities"** shall be replaced as follows:

10.2   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, IN NO EVENT SHALL SCHNEIDER ELECTRIC NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE PRODUCT, INCLUDING BUT NOT LIMITED TO SCHNEIDER ELECTRIC'S LICENSORS, BE LIABLE FOR ANY INDIRECT, INTANGIBLE, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS, EXPENSE OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PURSUANT TO AN INDEMNITY, STATUTE OR OTHERWISE, INCLUDINGOR FOR, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, BUSINESS GOODWILL, LOSS OF DATA OR FOR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THIS EULA, OR THE USE, INABILITY TO USE OR MISUSE OF THE SOFTWARE PRODUCT, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

10.3   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, SCHNEIDER ELECTRIC'S TOTAL AGGREGATE LIABILITY FOR DAMAGES AND EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE, INABILITY TO USE OR MISUSE OF THE SOFTWARE PRODUCT, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE SHALL IN NO CASE EXCEED THE TOTAL AMOUNT PAID BY YOU TO LICENSE THE SOFTWARE PRODUCT WHICH CAUSED THE DAMAGES OR EXPENSES, PROVIDED THAT NOTHING SHALL LIMIT SCHNEIDER ELECTRIC'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING OUT OF SCHNEIDER ELECTRIC'S NEGLIGENCE OR FOR FRAUD OR FRAUDOLENT MISREPRESENTATION

10.5   The license granted under this EULA does not cover any modification, update, translation or adaptation, whether authorized or not, that might have been made to the Software Product by any person other than Schneider Electric where the Software Product is supplied along with a third party product. Such modifications shall be governed by the terms of license issued by such third party. Schneider Electric shall in no case be liable, whether in contract, warranty, tort (including negligence), strict liability, pursuant to an indemnity, statute or otherwise, for damages

or consequences arising out of or in connection with said modification, update, translation or adaptation and makes no representation or warranty in connection therewith.

A new subsection 17.7 to Section 17 **"Miscellaneous"** shall be inserted as follows:

17.7 "Schneider Electric will not be responsible or liable to You, or deemed in default or breach hereunder by reason of any failure or delay in the performance of our obligations hereunder where such failure or delay is due to strikes, labour disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Your equipment, loss and destruction of property, or any other circumstances or causes beyond Schneider Electric's reasonable control.

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APPENDIX 2 TO END-USER LICENSE AGREEMENT
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This Appendix forms an integral part of this EULA, and all terms and conditions of this EULA which are not expressly deviated under this Appendix, shall apply to You in accordance with the foregoing in addition to the terms and conditions set forth in this Appendix.

As used herein and for the purposes of Corporate Licenses only, the following terms shall have the following meaning:

- the term '**Group of Companies**' means any company or corporation:

    a) in which You directly or indirectly own or control the voting rights attached to more than 50% of the issued ordinary share capital, or (ii) control directly or indirectly the appointment of a majority of directors (or equivalent) of its board of directors (or equivalent body); or

    b) which directly or indirectly (i) owns or controls the voting rights attached to more than 50% of Your issued ordinary share capital, or (ii) controls the appointment of a majority of directors (or equivalent) of Your board of directors (or equivalent body); or

    c) which is directly or indirectly owned or controlled by the same company or corporation as You in accordance with sub-case b) above.

- the term '**Authorized Users**' means any end-users at the Sites who use the Software Product;

- the term '**Sites**' means Your facility to which Schneider Electric initially supplied the Software Product as well as all of Your facilities and the facilities of Your Group of Companies, irrespective whether said facilities are located within the same country or several countries.