

# Terms of Use

## EcoStruxure IT Expert APIs

This document ("Terms of Use") defines the terms and conditions that govern your access to and use of the Schneider Electric EcoStruxure IT APIs (as defined below) on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM (as defined below).

These Terms of Use take effect and form an agreement ("the Agreement") between **Schneider Electric IT USA, Inc.**, a company incorporated under the laws of the State of Delaware, having a place of business at 132 Fairgrounds Rd, West Kingston RI 03892, United States of America ("Schneider Electric," "we," "us," or "our"), and your company, organization or other legal person for whom you have authority to enter into the Agreement ("You") when you click or tick any "I Accept" or similar button or check box presented with these Terms of Use or, if earlier, when You use any of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs (the "Effective Date").

We hereby inform You that the access to and use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs is offered for professional use only and not for consumers or for personal or household purposes.

All conditions and restrictions contained in these Terms of Use are in addition to and not in lieu of the provisions set forth in Terms & Conditions of the Schneider Electric EcoStruxure IT Cloud-Based Services (as defined below) which you have been beforehand required to separately accept on the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM. In the event of a conflict between the provisions of these Terms of Use and the provisions of the Terms & Conditions of the Schneider Electric EcoStruxure IT Cloud-Based Services, the provisions of these Terms of Use shall control, but only to the extent of such conflict.

Please refer to Section 1 for definitions of certain of the capitalized terms used in these Terms of Use.

### 1. Definitions

**"Account"** means the account You create to access and use the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM.

**"Affiliates"** means, with respect to each of Schneider Electric and the legal person you represent, any corporation, company or other legal entity that is directly or indirectly (i) controlling Schneider Electric or such legal person, or (ii) controlled by Schneider Electric or such legal person, or (iii) under common control with, respectively, Schneider Electric or such legal person, and the term "control" shall, for the purpose of this definition, mean the direct or indirect control of at least 50% of the stock capital and/or of the voting rights. With respect to Schneider Electric, AVEVA Group Plc. and all its subsidiaries shall not be deemed as Affiliates of Schneider Electric. With respect to Schneider Electric, AVEVA Group Plc. and all its subsidiaries shall not be deemed as Affiliates of Schneider Electric.

**"API"** means an application programming interface.

**"API Documentation"** means collectively, the operating instructions, user manuals, help files and other documentation related to SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, in written or electronic form, made available to You through SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM.

**"API Key(s)"** means any password, access key and other credentials, as applicable, that we provide to enable your access and use of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

**"Content"** means any digital content with or without physical medium, such as but not limited to, desktop software, mobile applications, cloud-based applications, API, datasets including those used as entry data to analytics APIs, reference designs, ready-to-use Tested, Validated, and Documented Architectures (TVDAs), application notes, software development kits, text, audio, video, images, graphics, drawings, schematics, photos, literature, databases, algorithms, all associated services or aggregated files or data.

**"Company Data"** means all information, content and data (excluding Personal Information) related to the working order and incidents in operation of the Connected Devices, that are generated or collected by the Connected Devices and that Partner and/or End-Customer can upload, store and/or process, create and/or modify onto SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM.

**"Connected Devices"** means the critical power devices and infrastructures owned, occupied or otherwise managed, operated and/or maintained by End-Customer, that are connected to SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM.

**"End Customer"** means any legal person to whom a Partner provides its own services through its use of all or part of the Schneider Electric EcoStruxure IT Cloud-Based Services.

**"End Customer Company Data"** means Company Data that End Customer uploads, stores and/or processes, creates and/or modifies onto SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM and that shall be accessible through the permitted use of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

**"Intellectual Property Rights"** means any and all rights of any kind and any type arising under statute, regulation, ordinance, common law, treaty, convention or otherwise, and including, without limitation any patents, utility models, moral rights, copyright and neighboring rights, trademarks and trade dress rights, mask work rights, service marks, right in domain names, designs rights, rights in computer software, database rights, rights in confidential information (including right in know-how and trade secrets) and any other proprietary rights, in each case whether registered or not, including but not limited to applications and renewals, and all rights and forms of protection having equivalent or similar effect, recognized under the laws of each and every jurisdiction throughout the world.

**"Losses"** means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).

**"Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs"** means the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs which are made available through the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM for use against payment to Schneider Electric or its Affiliates of applicable license fee(s) or other consideration defined on the relevant webpage(s) of SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM.

**"Non-Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs"** means the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs which are made available through the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM for use free of charge without payment to Schneider Electric or its Affiliates of any license fee(s) or other consideration.

**"Open Source Software"** means software available under a separate license that permits the recipient of such software to copy, modify, and distribute such software to anyone.

**“Order Document”** means an order form or a similar document executed between Schneider Electric and You for the provision of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, including any online orders submitted by You using the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM and confirmed by us.

**“Partner”** means any professional partner that is authorized by Schneider Electric to resell the Schneider Electric EcoStruxure IT Cloud-Based Services and that may in addition provide to End-Customers its own services related to the Connected Devices through the Partner’s use of all or part of the Schneider Electric EcoStruxure IT Cloud-Based Services.

**“Personal Information”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Privacy Policy”** means Schneider Electric Data Privacy and Cookie Policy located under our global website at <https://www.schneider-electric.com/en/about-us/legal/data-privacy.jsp> (and any updates and any successor or related locations designated by us), as it may be updated by us from time to time.

**“Schneider Electric Confidential Information”** means all nonpublic information disclosed by us, our Affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Schneider Electric Confidential Information includes: (a) nonpublic information relating to our or our Affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our Affiliates. Schneider Electric Confidential Information does not include any information that: (i) is or becomes publicly available without breach of these Terms of Use; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received by you from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Schneider Electric Confidential Information. SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, API Documentation and API Key(s) are notably considered as Confidential Information.

**“SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs”** means the Monetized and the Non-Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs made available through the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM and specified in the respective API Documentation.

**“Schneider Electric EcoStruxure IT Cloud-Based Services”**: means the cloud-based services which are described in the Terms & Conditions of Schneider Electric EcoStruxure IT Cloud-Based Services and which comprise the provision by Schneider Electric to the Partner of the access to SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM with the right to use the web-based software application hosted therein subject to and in accordance with the aforesaid Terms & Conditions.

**“SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM”** means Schneider Electric cloud platform that is made available by Schneider Electric or an Affiliate of Schneider Electric, and that provides access to Schneider Electric EcoStruxure IT Cloud-Based Services and SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

**"Term"** means the term of the Agreement as described in Section 11 below.

**"Termination Date"** means the effective date of termination of the Agreement further termination is notified by either party to the other in accordance with Section 11 below.

**"Terms & Conditions of Schneider Electric EcoStruxure IT Cloud-Based Services"** means the terms and conditions available on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM which *inter alia* define the conditions under which a corporation, company or other legal person creating an Account on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM can access and use such platform for the sole and restricted purpose to access and use the Schneider Electric EcoStruxure IT Cloud-Based Services.

**"Third-Party Content"** means any Content owned or hold under licensed by any third party, that is comprised in Your Content or interfaced with Your Content through your use of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

**"Your Content"** means any Content that (a) You upload, store, create, use, share, modify, delete, transfer or otherwise process during and/or through your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, or (b) You interface with SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

**"User" or "You"** means any legal person acting as Partner or End-Customer, or any natural person acting on behalf of any aforesaid legal person, to whom an access to and the right to use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs are granted by Schneider Electric, when such person has accepted the Terms & Conditions of Schneider Electric EcoStruxure IT Cloud-Based Services and these Terms of Use.

## 2. Access to SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs

Your access to SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM may be subject to an API Key as Schneider Electric determines in its sole discretion to be required to enable the access of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs. You may only access to it using the API Key we provided to You for such purpose. No API Key shall be provided to You until you have accepted these Terms of Use.

API Keys are Schneider Electric Confidential Information and neither API Keys nor SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs may be sold, leased, sublicensed, transferred or otherwise disclosed to any third party whether for direct commercial gain or otherwise, without Schneider Electric's express prior written consent.

The SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs are made available through SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM for a remote use only and are not available for download from SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM. Any right to receive the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs under any tangible media or to download and install the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs on any device, is expressly excluded. You further agree that technological measures may be implemented by Schneider Electric to circumvent any attempt to download the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

## 3. Grant of license – Limitations & restrictions

**3.1 When You are a Partner,** SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs shall not be accessible to You for use until you have reached out by your own to your End Customer and your End Customer has granted You its express consent to use and duplicate the End Customer Company Data through the dedicated acceptance process provided by Schneider Electric on the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM. It shall be End Customer's responsibility to decide whether it grants and at any time revoke such consent to Partner and Schneider Electric shall not interfere nor bear any liability to Partner or End Customer for any such consent or revocation of consent.

Subject to your compliance with all the terms and conditions set forth in these Terms of Use, Schneider Electric grants you a limited, non-exclusive, worldwide (unless specifically restricted to geographies defined on the relevant webpage(s) of SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM), revocable, non-transferable and non-sub-licensable license right to make remote use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs through SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM for the sole and restricted purpose to access, use and/or duplicate (make copies of) the End Customer Company Data you will access from your consumption of said API functionalities and thereby make use of said End Customer Company Data in order to design or develop software, firmware or hardware products or services that you, or a third-party acting on your behalf, may test, implement, interoperate and/or commercialize in or with the Connected Devices or other products or services (hereinafter "Your Applications").

When the SCHNEIDER ELECTRIC ECOSTRUXURE IT API shall be a Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API, the foregoing license right shall be subject to Your payment of the license fee(s) or other consideration if any applicable to said SCHNEIDER ELECTRIC ECOSTRUXURE IT API as defined according to Section 5 of these Terms of Use.

When You are an End Customer, and subject to your compliance with all the terms and conditions set forth in these Terms of Use, and subject to your payment of the license fee(s) or other defined consideration if any applicable to Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, Schneider Electric grants you a limited, non-exclusive, worldwide (unless specifically restricted to geographies defined on the relevant webpage(s) of SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM), revocable, non-transferable and non-sub-licensable license right to make remote use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs through SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM for the sole and restricted purpose to access and duplicate (make copies of) your End Customer Company Data you will access from your consumption of said API functionalities.

**3.2** When You are a Partner, the license right to use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs as defined in Section 3.1 above is granted to You for the time period during which the End Customer whose End Customer Company Data is accessed through Your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT API(s), has an active Account to SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM.

When You are an End Customer, the license right to use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs as defined in Section 3.1 above is granted to You for the time period during which You have an active Account to SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM.

**3.3** Limitations.

**3.3.1** You agree that You will not represent to any third party that Your Applications are endorsed, certified or developed by Schneider Electric.

**3.3.2** By making use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, You agree that Schneider Electric may use or implement security measures to access your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT API as reasonably requested by us to verify your

compliance with these Terms of Use. You agree not to block or interfere with such measures by Schneider Electric.

If security measures or technical limitations are designed to prevent unlicensed or illegal use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, you agree that Schneider Electric may use those measures and limitations and you agree to comply with any requirements resulting from such measures and limitations. Such measures and limitations do not constitute a defect in the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs nor do they entitle you to any warranty rights.

3.3.3 Schneider Electric reserves the right to limit the number of calls to SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs you are allowed to make when You use the same. SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs call limits shall be defined or referred to on the pages of the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM providing for the description and other specific conditions of use applicable to the considered Schneider Electric API. Schneider Electric may temporarily suspend your access to the considered Schneider Electric API(s) if you exceed said defined call limit. Attempts to circumvent the defined call limits may result in suspension of your license to use the considered SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs or the termination of these Terms of Use. Unused calls for any Schneider Electric API will not roll over to the next call limit period of the same or other SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

3.3.4 The license rights to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs granted under these Terms of Use do not cover any modification, update, translation or adaptation, whether authorized or not, that might have been made to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs by any person other than Schneider Electric or other than a person under Schneider Electric's control. 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, 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.

3.4 Restrictions. You will not use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs in any manner or for any purpose other than as expressly permitted by these Terms of Use. The license granted to you on the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs is subject to the following restrictions:

- (i) You may access, use or display the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs on a computer or other device only in strict accordance with the related API Documentation, and only for the specific purposes stated in these Terms of Use.
- (ii) Furthermore, unless otherwise expressly required or authorized by statute, you shall not, nor will you permit any third party, to:
  - (a) use SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs for any illegal, infringing or malicious purpose such as but not limited to in relation to any software, application or service that you (or a third-party you appoint to) develop or implement in pursuance of your use of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs where such software, application or service contains or otherwise relates to spyware or other malicious programs or code;
  - (b) attempt to circumvent any security measures or technical limitations of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs;
  - (c) use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs for uploading or otherwise transmitting any viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of Connected Devices or any third-party software, firmware or hardware with whom Connected Devices

- communicates or are otherwise interfaced;
- (d) use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs for interfering with the operability of Connected Devices or any third-party's third-party software, firmware or hardware with whom Connected Devices communicates or are otherwise interfaced;
  - (e) make any copy of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.. If a SCHNEIDER ELECTRIC ECOSTRUXURE IT API contains API Documentation that is provided only in electronic form or online, you may print one copy of such electronic API Documentation for each license acquired to the SCHNEIDER ELECTRIC ECOSTRUXURE IT API. If this SCHNEIDER ELECTRIC ECOSTRUXURE IT API contains API Documentation that is provided in printed form, you may make one copy of such printed API Documentation for each license acquired to the SCHNEIDER ELECTRIC ECOSTRUXURE IT API;
  - (f) modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise seek to reconstitute the source code of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs (except to the extent applicable law doesn't allow this restriction). Further, in case of errors, bugs or defects of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, Schneider Electric expressly reserves the right to correct such errors, bugs or defects to the extent permitted by law;
  - (g) resell or sublicense the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs or make it available as a commercial product or service;
  - (h) sub-license, lease, outsource or rent the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs or access thereto, or permit a third party to use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs for its or anyone else's benefit. Nor may you use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs as part of a facility management, timesharing, service provider or service bureau arrangement;
  - (i) directly or indirectly, export, re-export, download, or ship the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs in violation of any export control laws or regulations.
- (iii) All rights granted to you under these Terms of Use are conditioned on your continued compliance with these Terms of Use and will immediately and automatically terminate if you do not comply with any term or condition hereof. Should You not fully comply with any term or condition of these Terms of Use, you shall bear any and all consequences resulting therefrom, including but not limited to those defined in Section 11 "Term – Suspension – Termination" of these Terms of Use.
- (iv) You agree that you shall only use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs in a manner that complies with all applicable laws of the jurisdiction in which you make remote use thereof including, but not limited to, applicable restrictions concerning copyright and other Intellectual Property Rights. You may not use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs in an attempt to, or in conjunction with any device, program or service designed to, circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

3.5 Costs and Expenses. You acknowledge that if you need to activate the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs through the use of internet or telephone, toll charges may apply. You are solely responsible for all costs and expenses related to your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs including all Content or other functions, materials and information made available through or otherwise provided in connection with the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, including as applicable, the costs and expenses you may incur for the development of any software, application or service that you (or a third-party you appoint to) develop or implement in pursuance of your use of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

3.6 Support. You shall be responsible for the proper use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs as per the terms of its API Documentation and You shall bear all expenses and costs in connection therewith. Schneider Electric provides no maintenance or support services in connection with the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, other than those which may be defined by way of a separate agreement between You and Schneider Electric or any of its Affiliates.

## 4. Intellectual Property Rights

4.1 Schneider Electric, its Affiliates or its/their licensors own all right, title, and interest in and to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, and all related technology and Intellectual Property Rights. The license granted to you under Section 3 of these Terms of Use does not convey to you any title, Intellectual Property Right or interest in or to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs. Except for the license rights expressly granted to you under Section 3 hereof, you obtain no rights from Schneider Electric, its Affiliates or its/their licensors to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, including any related Intellectual Property Rights. In the event of a conflict between these Terms of Use and the Terms & Conditions of Schneider Electric EcoStruxure IT Cloud-Based Services, these Terms of Use shall prevail with respect to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

4.2 All trademarks, service marks, service or trade names, logos, and other designations of Schneider Electric and its Affiliates, on the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs and any and all hardware, software and other items used by Schneider Electric to provide the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, are registered trademarks, service marks, service or trade names of Schneider Electric and/or its Affiliates or its/their licensors, or are otherwise protected under any applicable Intellectual Property Rights, and may not be copied, imitated, or used, in whole or in part, without Schneider Electric 's prior written permission. The same shall apply to all page headers, custom graphics, button icons and scripts displayed or otherwise available on the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs and any and all hardware, software and other items used by Schneider Electric to provide the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs. No transfer or grant of rights under any such trademark, page headers, custom graphics, button icons and scripts or any related Intellectual Property Rights is made or implied by any provision of these Terms of Use, Your access to or Your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs and any and all hardware, software and other items used by Schneider Electric to provide the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

4.3 Should You become aware of any actual or threatened infringement or misappropriation of any of the proprietary rights or other Intellectual Property Rights of Schneider Electric, its Affiliates or its/their licensors on the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs or the aforementioned trademarks, service marks, service or trade names, logos or other designations, you shall immediately inform Schneider Electric of such infringement or misappropriation and provide all relevant information required by Schneider Electric to defend its interests.

## 5. Financial conditions

For each Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API, the applicable license fee or other consideration and any other specific conditions applicable to the license of the concerned API and/or the sale thereof, including but not limited to any restriction to the period of use or the number of users, are defined on the relevant webpages of the



SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM providing for the description of such Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API.

The nature, the amount and computation basis of any license fee or other consideration applicable to the Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs are subject to change from time to time by Schneider Electric without specific notice other than an information of such change on the webpages of the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM providing for the description of such Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API.

In case Schneider Electric would at any time decide to monetize any Non-Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API with the effect that such API becomes a Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API, Schneider Electric will inform you that access from SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM to such SCHNEIDER ELECTRIC ECOSTRUXURE IT API can only be made against payment of a fee or any other consideration, with effect that any continued use you make for any further period of such SCHNEIDER ELECTRIC ECOSTRUXURE IT API shall be subject to your payment to Schneider Electric of the defined fee or other consideration. Absent your payment, your license to use said SCHNEIDER ELECTRIC ECOSTRUXURE IT API will automatically and immediately terminate. The information on the monetization of any Non-Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API shall be provided without specific notice other than an information on the webpages of the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM providing for the description of such Monetized SCHNEIDER ELECTRIC ECOSTRUXURE IT API.

## **6. Indemnification**

6.1. By Us. We shall, at our expense, defend or, at our option, settle any claim brought against you that the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs infringe any third party's patent, copyright, trademark, trade secret or other Intellectual Property Rights, and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by us on your behalf. As a condition of our obligation, you must notify us promptly of any claim in writing, give us sole control and authority over the defense or settlement of such claim, and reasonably cooperate with us, at our expense, and provide us with available information in the investigation and defense of such claim. If any Schneider Electric API becomes, or in our opinion is likely to become, the subject of a claim of infringement, we may, at our option, (i) procure, at no cost to you, the right to use such Schneider Electric API, (ii) modify the Schneider Electric API or provide a substitute to avoid the infringement, or (iii) terminate these Terms of Use with respect to such Schneider Electric API and refund you a pro-rata portion of any prepaid fees you paid directly attributable to such Schneider Electric API. We shall have no obligation or liability under this Section 6.1 for any claim of infringement to the extent such infringement is caused by: (a) any breach of these Terms of Use or violation of applicable law by you or your employees, subcontractors or agents, (b) your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs other than in accordance with these Terms of Use, the applicable API Documentation or any other instructions or recommendations provided to you by Schneider Electric, (c) a modification to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs not provided or performed by us, (d) the combination of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs with other hardware, software, content, or services not provided by us, (e) Your Content, Third Party Content, or Open Source Software that is licensed to you under a separate license agreement, or (f) your use of the allegedly infringing SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs after we have provided a non-infringing alternative or after we have terminated these Terms of Use. This Section 6.1 states our sole obligation and exclusive liability (express, implied, statutory, or otherwise) and your sole remedy for any third-party claims of infringement of any Intellectual Property Right brought against you.

6.2. By You. You shall defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim concerning: (a) your use of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs or any Content (including any activities under your Account and use by your employees, subcontractors or agents); (b) any breach of these Terms of Use or violation of applicable law by you or your employees, subcontractors or agents; (c) Your Content, Third-Party Content, or Open Source Software that is licensed to you under a separate license agreement or the combination of Your Content, Third-Party Content or such Open Source Software with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party Intellectual Property Rights by Your Content, Third-Party Content or such Open Source Software or by the use, development, design, production, advertising, or marketing of Your Content, Third-Party Content or such Open Source Software; or (d) a dispute between you and any third-party.

If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates. We will promptly notify you of any claim falling under this Section 6.2, but our failure to promptly notify you will only affect your obligations under Section 6.2 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing and reasonably satisfactory to us to defend any claim falling under this Section 6.2; and (b) settle such claim as you deem appropriate, provided that you obtain our prior written consent before entering into any such settlement. If we reasonably determine at any time that any claim falling under this Section 6.2 might adversely affect us, we may take control of the defense of such claim at our expense and without limiting your indemnification obligations hereunder.

## **7. Disclaimer of warranties**

SCHNEIDER ELECTRIC DOES NOT MAKE ANY WARRANTY THAT THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, ANY COMPANY DATA OR ANY OTHER CONTENT MADE AVAILABLE THROUGH OR PROVIDED IN CONNECTION WITH THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, NOR DOES SCHNEIDER ELECTRIC MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, ANY COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH YOUR USE THEREOF. YOU ASSUME FULL AND SOLE RESPONSIBILITY FOR YOUR USE OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, ANY COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs. YOUR SOLE REMEDY AGAINST SCHNEIDER ELECTRIC FOR DISSATISFACTION WITH THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, ANY COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, IS TO STOP USING THEM.

WHILE SCHNEIDER ELECTRIC TAKES REASONABLE CARE TO ENSURE THAT THE COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE ON OR THROUGH THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, IS KEPT UP TO DATE, SCHNEIDER ELECTRIC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR LOSSES ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF ANY OF SUCH INFORMATION NOT BEING ACCURATE, COMPLETE OR UP TO DATE.

ALTHOUGH SCHNEIDER ELECTRIC MAKES EVERY ENDEAVOR TO KEEP THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs OR ANY COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs FREE FROM VIRUSES OR OTHER CONTAMINATION FEATURES, AND DUE TO THE INHERENT RISKS OF TELECOMMUNICATIONS AND TRANSFER OF DATA OVER THE INTERNET, SCHNEIDER ELECTRIC CANNOT WARRANT THAT THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, THE COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, SHALL BE FREE FROM VIRUSES OR OTHER CONTAMINATION FEATURES. SCHNEIDER ELECTRIC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR LOSSES RESULTING FROM VIRUSES, MALICIOUS CODES OR CORRUPTION OF DATA THROUGH ACCESS TO AND/OR USE OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, THE COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

YOU ACKNOWLEDGE THAT ACCESS TO AND USE OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, MAY BE SUBJECT TO LIMITATIONS, DELAYS AND POTENTIAL FAILURE INHERENT TO INTERNET CONNECTIVITY OR OTHER TELECOMMUNICATION NETWORKS AND FACILITIES. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL DOWNTIME MAY OCCUR. SCHNEIDER ELECTRIC MAKES NO WARRANTY THAT ACCESS TO THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT FAILURE OR DEFECTS THEREOF, IF ANY, WILL BE CORRECTED OR THAT CONTENT LOSS WILL NOT OCCUR. SCHNEIDER ELECTRIC SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN ACCESS TO AND/OR USE OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs OR FOR ANY LOSS OR DAMAGE RESULTING FROM THE AFORESAID LIMITATIONS, DELAYS OR POTENTIAL FAILURE.

SCHNEIDER ELECTRIC RESERVES THE RIGHT TO DO ANY OF THE FOLLOWING, AT ANY TIME, WITH OR WITHOUT NOTICE: (1) TO MODIFY OR CHANGE THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs ; AND (2) TO INTERRUPT THE ACCESS TO OR OPERATION OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, THE COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, OR ANY PORTION THEREOF, AS NECESSARY TO PERFORM ROUTINE OR NON-ROUTINE MAINTENANCE, ERROR CORRECTION OR OTHER CHANGES THERETO. YOU UNDERSTAND THAT ACCESS TO AND/OR USE OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, THE COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs MAY BE INTERRUPTED OR COMPLETELY UNAVAILABLE FOR PERIODS OF TIME DUE TO CERTAIN CAUSES WHICH MAY INCLUDE, WITHOUT LIMITATION, MAINTENANCE WORK.

TO THE FULLEST EXTENT PERMITTED BY LAW AND WITHOUT PREJUDICE TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED BY CONTRACT, ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, THE COMPANY DATA AND ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, IS PROVIDED "AS IS" AND SCHNEIDER ELECTRIC MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, THE COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHT, OTHER THAN THOSE REPRESENTATIONS OR WARRANTIES SPECIFICALLY AGREED UPON BY SCHNEIDER ELECTRIC UNDER SEPARATE AGREEMENT, IF ANY, BETWEEN YOU AND SCHNEIDER ELECTRIC OR ANY OF ITS AFFILIATES IN RELATION TO ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, THE COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SUCH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

## **8. Limitations of liability**

SCHNEIDER ELECTRIC, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), ARISING FROM OR IN CONNECTION WITH: (A) THE AGREEMENT FORMED UNDER THESE TERMS OF USE; (B) YOUR ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs AND/OR

ANY COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT AVAILABLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs; (C) THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, ANY COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs; OR (D) YOUR CONTENT OR YOUR APPLICATIONS. TO THE EXCEPTION OF CLAIMS BASED ON LEGAL GROUNDS FOR WHICH EXCLUSIONS OF LIABILITY ARE NOT PERMITTED UNDER APPLICABLE LAW, THE FOREGOING PROVISIONS OF THIS SECTION 8 SHALL APPLY REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

FURTHER, NEITHER SCHNEIDER ELECTRIC NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, ANY COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT, ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, INCLUDING AS A RESULT OF ANY (I) TERMINATION OF THESE TERMS OF USE OR TERMINATION OR SUSPENSION OF YOUR ACCESS TO AND RIGHT TO USE THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, ANY COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE ACCESS TO OR OPERATION OF ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, COMPANY DATA OR ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, OR (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THESE TERMS OF USE, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME FOR ANY REASON OF ALL OR A PORTION OF ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF OR ACCESS TO ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO ANY SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, COMPANY DATA OR AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

IN ANY CASE SCHNEIDER ELECTRIC'S AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs AND THE PROVISION OF ACCESS AND USE

OF ANY COMPANY DATA AND, AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, WILL NOT EXCEED YOUR ACTUAL DIRECT DAMAGES UP TO AND WITHIN THE LIMIT OF (A) THE TOTAL AMOUNT WITHOUT TAX YOU ACTUALLY PAID TO SCHNEIDER ELECTRIC OR ITS AFFILIATE(S) DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM FOR THE ACCESS AND USE OF THE SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs AND THE COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH THE SCHNEIDER ELECTRIC ECOSTRUXURE IT API(S) WITH RESPECT TO WHICH LIABILITY IS CLAIMED, OR (B) TWENTY-FIVE (25) DOLLARS IN CASE THE ACCESS AND USE OF THE CONCERNED SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs AND THE COMPANY DATA OR, AS APPLICABLE, ANY OTHER CONTENT ACCESSIBLE THROUGH THE SCHNEIDER ELECTRIC ECOSTRUXURE IT API(S) WITH RESPECT TO WHICH LIABILITY IS CLAIMED IS MADE AVAILABLE TO YOU FREE OF CHARGE OR OTHER FEE.

SCHNEIDER ELECTRIC'S LIABILITY ARISING OUT OF THESE TERMS OF USE IS REDUCED PROPORTIONALLY TO THE EXTENT TO WHICH YOU OR ANY THIRD PERSON CONTRIBUTED TO THE LOSS OR DAMAGE.

THE LIMITATIONS AND EXCLUSIONS OF LIABILITY CONTAINED IN THESE TERMS OF USE SHALL APPLY ONLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, AND IN PARTICULAR, DO NOT AFFECT OR PREJUDICE STATUTORY RIGHTS WHICH, AS THE CASE MAY BE, WILL BENEFIT YOU UNDER ANY MANDATORY OR PUBLIC ORDER LAWS OR REGULATION APPLICABLE IN ANY COUNTRY ON EITHER FEDERAL OR STATE LEVEL WHEN APPLICABLE.

## **9. Data Privacy**

You are advised to check the Privacy Policy and, as applicable, any privacy notice(s) pertaining to SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, made available to you by Schneider Electric.

You are responsible for any third-party Personal Information that you upload, store, create, use, share, modify, delete, transfer or otherwise process during and/or through your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs. You must comply with all applicable laws and regulations, obtain all required consents and make all required notifications in this respect.

## **10. Confidentiality - Publicity**

You may use Schneider Electric Confidential Information only in connection with your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs as permitted under these Terms of Use. You will not disclose Schneider Electric Confidential Information during the Term and as long as the concerned Confidential Information does not become part of the public domain following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Schneider Electric Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

You will not issue any press release or make any other public communication with respect to these Terms of Use or the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs without Schneider Electric prior express consent in writing. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you except as expressly permitted by these Terms of Use.

## **11. Term – Suspension -Termination.**

11.1 Term. The term of the Agreement will commence on the Effective Date and will remain in effect until terminated under Section 11.3. Any notice of termination of the Agreement by Schneider Electric to You or by You to Schneider Electric must include a Termination Date that complies with the notice periods in Section 11.3.

### 11.2 Suspension

11.2.1 Generally. We may suspend your right to access or use any portion or all the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs immediately upon notice to you if we determine:

(a) your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs (i) poses a security risk to the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs or any third party, (ii) could adversely impact our systems, the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs or the systems or Content of any other Schneider Electric’s customer or partner, (iii) could subject us, our Affiliates, or any third party to liability, or (iv) could be fraudulent;

(b) you are in breach of these Terms of Use, including but not limited to if you are in breach of your payment obligations (if any) under Section 5; or

(c) our provision of a Schneider Electric API is rendered impossible or impractical as a result of any requirement of any law or judicial order.

11.2.2 Effect of Suspension. If we suspend your right to access or use any portion or all the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs:

(a) you remain responsible for all fees and charges you incur during the period of suspension and for use of any SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs not suspended; and

(b) we may suspend or cancel any processing of Your Content;

(c) we will not erase any of Your Content in result of our suspension of your access or use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, except as specified elsewhere in these Terms of Use; and

(d) you may during any suspension retrieve Your Content you uploaded, stored, created, used, shared, modified, deletes, transferred or otherwise processed during and/or through

your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs only if you have paid to us or our Affiliate(s) any charges for any post-suspension use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs and all other related due amounts.

Our right to suspend your right to access or use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs is in addition to our right to terminate the Agreement pursuant to Section 11.3.

### 11.3 Termination.

(a) Termination without cause. You may terminate any access or use of any SCHNEIDER ELECTRIC ECOSTRUXURE IT API(s) for any reason by: (i) providing us with a sixty (60) calendar days' prior written notice, or (ii) closing your account on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM. We may terminate the provision of any SCHNEIDER ELECTRIC ECOSTRUXURE IT API on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM without any reason by providing you with a sixty (60) calendar days' prior written notice, unless otherwise stated in the applicable Order Document. The Agreement will also terminate if the provision by us of all SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM has been terminated.

(b) Termination for cause.

(i) By Either Party. Either party may terminate the Agreement for cause upon thirty (30) calendar days' prior notice to the other party if there is any material default or breach of these Terms of Use by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.

(ii) By Us. We may also terminate the Agreement immediately upon notice to you (a) if our relationship with a third party partner who provides software or other technology we use to provide the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs expires, terminates, or requires us to change the way we provide said software or other technology as part of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, (b) if we believe providing the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs could create a substantial economic or technical burden or a material legal or security risk for us, (c) in order to comply with the law or requests of governmental or regulatory authorities, or (d) if we determine that the use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs by you or our provision of any of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs to you is impractical, prohibited, or unfeasible for any legal or regulatory reason.

(c) Effect of Termination. Upon the Termination Date:

(i) except as prohibited under applicable law, all your rights under these Terms of Use immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the Termination Date

(iii) you will immediately cease any use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, together with any materials, services and API Keys we may have provided to you in relation to SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs and you will return or, if instructed by us, destroy any SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs and any aforesaid materials, services and API Keys in your possession.

(iv) Sections 1, 4, 6, 7, 8, 11.3 (c), 13 and 14 of these Terms of Use will survive termination of the Agreement and continue to apply in accordance with their provisions. Any other provisions which are either expressed or by nature intended to survive termination of these Terms of Use shall remain in full force and effect notwithstanding termination of these Terms of Use.

## 12. Modifications to these Terms of Use



These Terms of Use as in force at the time You make use of any SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs through the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM, will govern your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs and will serve as the related contract between You and Schneider Electric. Schneider Electric reserves the right, at its sole discretion, to amend, add or remove any provision to or from these Terms of Use at any time. Any such amendment, addition or removal to these Terms of Use will be posted by Schneider Electric on the relevant webpage(s) of SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM. Schneider Electric recommends that every user of SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs through the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM visits it on a regular basis, and it shall in any case be your responsibility to check the then-current Terms of Use prior to making use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs. Your continued use of any Schneider Electric API after any amendment, addition or removal to these Terms of Use is published by Schneider Electric, shall be deemed as your acceptance and agreement to the changed Terms of Use. In the event you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs.

## 13. Governing law – Disputes resolution

13.1 These Terms of Use 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 these Terms of Use.

13.2 Any dispute arising out of or connected with these Terms of Use shall all cases be finally settled, according to the law governing these Terms of Use as defined above, by 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 these Terms of Use. 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.

13.3 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 these Terms of Use and such provision is not specifically enforced. Therefore, in the event of a breach or threatened breach by You of these Terms of Use, Schneider Electric shall be entitled, in addition to all other rights or remedies, to (i) 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; and/or (ii) a decree for specific performance of the applicable provision of these Terms of Use, to the extent permitted by applicable law in the country where Schneider Electric has its registered office and/or, as relevant in the context, where You will use the SCHNEIDER ELECTRIC ECOSTRUXURE IT APIs, on both federal and state levels when applicable.

## 14. Miscellaneous.

14.1 **Assignment.** You may not assign transfer or otherwise dispose of these Terms of Use or any rights or obligations hereunder, by operation of law or otherwise, without Schneider

Electric's prior written approval and any such attempted assignment shall be void. Schneider Electric reserves the right to freely assign, transfer or otherwise dispose of these Terms of Use and the rights and obligations hereunder, to any of its Affiliates or successor-in-interest without notice or consent. Subject to the foregoing, these Terms of Use shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

**14.2 Entirety.** These Terms of Use incorporates the Policies by reference and is the entire agreement between you and us regarding the subject matter of these Terms of Use. These Terms of Use supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether oral, electronic or written, regarding the subject matter of these Terms of Use. We will not be bound by any term, condition or other provision that is different from or in addition to the provisions of these Terms of Use (whether or not it would materially alter these Terms of Use) such as but not limited to any term, condition or other provision (a) submitted by you in relation to any Order Document, receipt, acceptance, confirmation, correspondence or other document, or (b) related to any questionnaire or process that you submit or require us to complete.

**14.3 Force Majeure.** Schneider Electric and its Affiliates will not be liable for any delay or failure to perform any obligation under these Terms of Use where the delay or failure to perform is caused by an event of force majeure as defined under the laws of France governing these Terms of Use.

**14.4 Trade Compliance.** In connection with these Terms of Use, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to U.S. companies, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, and the laws and regulations applicable in the Schneider Electric region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government and competent departments at federal or state level, the European Union or its Member States, or other applicable government authority.

Further, you represent and undertake to comply with related applicable US, EU and other national and international export control laws and/or regulations applicable to your purchase of Schneider Electric Content.

Unless applicable export license(s) have been obtained from the relevant authority and Schneider Electric has approved, Schneider Electric Content shall not be (a) 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 (b) be used for those purposes and fields restricted by the applicable export control laws and/or regulations.

You shall not use, transfer or access any Schneider Electric Content for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. government by regulation or specific license. Should the need arise, an end user certification maybe requested to confirm the end use of the Schneider Electric Content.

You acknowledge and agree that certain Schneider Electric Content containing encryption may require authorization from the U.S. and other competent authorities including the European Union, prior to export. You also acknowledge and agree that certain Schneider

Electric Content containing encryption may be subject to import or use restrictions in other countries.

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 placed by you on SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM, 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 fulfills such order, Schneider Electric shall be excused from all obligations under such order with you and to the extent permitted by law, payment made by you will be refunded.

You hereby represent and warrant that neither the United States Bureau of Industry Security nor any other United States federal agency, nor any other international agency or government has suspended, revoked or denied its export privileges. If Schneider Electric receives notice that you are or become identified as a sanctioned or restricted party under applicable law, Schneider Electric shall have the right to immediately terminate the Agreement with you, close Your Account and disable your access to the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM if Schneider Electric's performance of the Agreement would result in violation of the sanctions or restrictions.

You shall indemnify, defend and hold Schneider Electric harmless, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of your breach of this Section. This section will survive termination the Agreement indefinitely.

If you have any questions regarding your obligations under United States of America export regulations, you should contact the Bureau of Industry and Security, United States Department of Commerce, Exporter Counseling Division, Washington DC. U.S.A. (202) 482-4811, or e-mail your inquiry to the Export Counseling Division of the Office of Exporter Services at: ECDOEXS@bis.doc.gov <https://www.bis.doc.gov>.

**14.5 Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and these Terms of Use will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

**14.6 Language.** All communications and notices made or given pursuant to these Terms of Use must be in the English language. If we provide a translation of the English language version of these Terms of Use, the English language version of these Terms of Use will control if there is any conflict.

#### **14.7 Notices.**

- (a) To You. We may provide any notice to you under these Terms of Use by: (i) posting a notice on the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM; or (ii) sending a message to the email address then associated with your Account. Notices we provide by posting on the SCHNEIDER ELECTRIC ECOSTRUXURE IT PLATFORM will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your Account when we send the email, whether or not you actually receive the email.
- (b) To Us. Any notice by You to Schneider Electric shall be in writing sent by overnight courier or registered or certified mail to the address of Schneider Electric's registered office and shall include the words: "Attention Schneider Electric Legal Department".

Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail, return receipt requested, will be effective three business days after they are sent.

**14.8 No Waivers.** The failure of any party to insist on or enforce strict performance of any provision of these Terms of Use or to exercise any right or remedy under these Terms of Use will not be construed as a present or future waiver of such provision nor limit such party's right to enforce such provision in case of any other and/or succeeding breach of such provision. Any waiver by either party must be in writing to be effective.

**14.9 Severability.** If any portion of these Terms of Use is held to be invalid or unenforceable, the remaining portions of these Terms of Use will remain in full force and effect. Any invalid or unenforceable portions will be interpreted with regard to the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms of Use but the rest of these Terms of Use will remain in full force and effect.