

ECOSTRUXURE IT

Cloud-based Services Terms & Conditions

May 2019

PLEASE READ CAREFULLY THESE TERMS & CONDITIONS OF USE INCLUDING SUCH OTHER LEGAL DOCUMENTS INCORPORATED HEREIN BY REFERENCE ("THESE TERMS & CONDITIONS") BEFORE USING ECOSTRUXURE IT, AS THESE ARE TERMS OF A LEGAL AGREEMENT BETWEEN YOU AND SCHNEIDER ELECTRIC WHICH DEFINES AND GOVERNS THE CONDITIONS AND RIGHTS TO ACCESS AND USE SAID CLOUD-BASED SERVICES AND THE DATA COLLECTED AND PROCESSED THROUGH THE USE THEREOF (THE "SERVICES").

THESE TERMS & CONDITIONS SHALL ONLY APPLY IF THE INTENDED PURPOSE FOR WHICH THE SERVICES ARE MADE, IS THAT SERVICES ARE USED ONLY BY PROFESSIONALS IN THEIR ORDINARY COURSE OF BUSINESS. IF YOU ARE NOT A PROFESSIONAL USING THE SERVICES IN THE ORDINARY COURSE OF BUSINESS THEN YOU HAVE NO RIGHT NOR LICENSE TO USE THE SERVICES.

IF YOU ARE AN INDIVIDUAL PERSON ACCESSING OR USING THE SERVICES ON BEHALF OF A CORPORATION, COMPANY OR ANY OTHER LEGAL ENTITY, YOU ARE AGREEING TO THESE TERMS & CONDITIONS ON BEHALF OF THAT CORPORATION, COMPANY OR OTHER LEGAL ENTITY AND DECLARE TO SCHNEIDER ELECTRIC THAT YOU HAVE THE AUTHORITY TO DO SO AND THEREBY BIND THAT CORPORATION, COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS & CONDITIONS IN WHICH EVENT, "USER", "YOU" AND "YOUR" WILL BE DEEMED TO REFER TO THAT CORPORATION, COMPANY OR OTHER LEGAL ENTITY.

IF YOU AGREE WITH THESE TERMS & CONDITIONS AND AGREE TO BE BOUND BY THEM, PLEASE CONFIRM YOUR AGREEMENT BY CHECKING THE CORRESPONDING TICK BOX ON THE REGISTRATION PAGE THAT IS MADE AVAILABLE TO YOU FOR THE PURPOSE OF CREATING AN ACCOUNT ON THE WEB-BASED OR CLOUD PLATFORM HOSTING THE SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS & CONDITIONS AND NOR AGREE TO BE BOUND BY THEM, PLEASE CLICK THE CONVERSE APPROPRIATE BUTTON OR THE CANCEL BUTTON AND EXIT SAID REGISTRATION PAGE.

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED WITH THESE TERMS & CONDITIONS AND TO BE BOUND BY THEM.

THESE TERMS & CONDITIONS WILL ALSO APPLY TO YOU AND SHALL REMAIN ENFORCEABLE BETWEEN SCHNEIDER ELECTRIC AND YOU EVEN IF YOU HAVE ORDERED OR OTHERWISE SUBSCRIBED TO THE SERVICES THROUGH AN AUTHORIZED SCHNEIDER ELECTRIC DISTRIBUTOR OR RESELLER OR A CERTIFIED SCHNEIDER ELECTRIC PARTNER.

1. Definitions

For the purposes of these Terms & Conditions, the capitalized terms below shall have the meaning defined herein below:

"Affiliates": means with respect to each of Schneider Electric and the User, any corporation, company or other legal entity that is directly or indirectly (i) controlling Schneider Electric or the User, or (ii) controlled by Schneider Electric or the User, or (iii) under common control

with Schneider Electric or the User, 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. Notwithstanding the aforesaid provisions of Affiliates, AVEVA Group Plc. and all its subsidiaries shall not be deemed as Affiliates of Schneider Electric.

"Application": means EcoStruxure IT, a web-based software program hosted and made available by Schneider Electric to the User having access to the Platform, that is intended to provide the functions and achieve the purposes defined in the Services Description. The Application includes any update thereto if any is provided as part of the Services.

"Authorized User": means any employee or contractor acting under the authority or control and on behalf of the User when accessing the Platform and making use of the Services.

"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 the Platform upon discovery thereof by the EcoStruxure IT Software Gateway.

"End Customer": means any legal person to whom a Partner provides its own services through its use of all or part of the Services.

"Company Data": means all information, content and data 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 the Platform.

"EcoStruxure IT Mobile Application": means the mobile application proprietary to Schneider Electric which needs to be downloaded by the User to enable visualization by the User of the performance measurements and alarms that are sent to the Platform by the Connected Devices. The Terms of Use governing the use of the EcoStruxure IT Mobile Application is available on the landing page of the Platform.

"EcoStruxure IT Software Gateway": means the software gateway proprietary to Schneider Electric which needs to be installed by the User to enable the discovery on User's sites of the Connected Devices so as to allow the connection of the Connected Devices with the Platform and the EcoStruxure IT Mobile Application. The End-User License Agreement governing the use of the EcoStruxure IT Software Gateway is available on the landing page of the Platform.

"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 intellectual property 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.

"Partner": means any professional partner that is authorized by Schneider Electric to resell the 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 Services.

"Platform": means the EcoStruxure IT cloud-based platform hosting the Application the access to and the use of which is made available by Schneider Electric as part of the Services in accordance with these Terms & Conditions.

"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.

"Schneider Electric": means Schneider Electric IT USA, Inc., having a place of business at 70 Mechanic Street, Foxboro, MA 02035, United States of America.

"Service Contract": means the agreement entered into between End-Customer and Schneider Electric or any of its Affiliates, under which the Services are provided as part of a broader scope of services to the End-Customer.

"Services": means the EcoStruxure IT cloud-based services which are described in the Services Description and which comprise the provision by Schneider Electric to the User of the access to the Platform with the right to use the Application hosted therein subject to and in accordance with these Terms & Conditions.

"Services Description": means the cloud-enabled remote monitoring of the Connected Devices that consists in tracking and as the case may be the remote remediation of on-site incidents in such devices or infrastructures' power supply, including through User's defined notification rules, by delivering live monitoring data and sending smart alarms related to the connected devices and/or infrastructures to the Users having downloaded the EcoStruxure IT Mobile Application. This description is complementary to the functional description of the Services as set forth on the landing pages and drop menus of the Platform giving access to the Services, and as applicable in Statement(s) of Work and/or Service Contract(s) between Schneider Electric and End-Customer, as such page(s), drop menu(s), Statement(s) of Work and Service Contract(s) may be updated from time to time by Schneider Electric or between Schneider Electric and End-Customer. In case of any conflict between the description of the Services stated in these Terms & Conditions on the one hand, and on the other hand the description stated on the Platform and/or, as applicable, in any Statement(s) of Work or Service Contract(s), the description set forth in the latter description shall prevail.

"Services Period": means, with respect to End-Customer(s) having entered into a Service Contract with Schneider Electric or any of its Affiliates, the timeframe during which End-Customer may access and use the Services under said Service Contract.

"Statement of Work": means any technical and/or business proposal to provide the Services which Schneider Electric or its Affiliates may have made to User before User, as the case may be, decides to access and use the Services and, when applicable, to enter into a Service Contract.

"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 Services is granted by Schneider Electric, when such person has created a user account, signed up on the Platform and accepted these Terms & Conditions.

2. Access to and termination of the Services

2.1 You need to create or request Schneider Electric or its Affiliate to create on your behalf an user account on the Platform in order for you to use the Services and the Application comprised therein. To create Your user account You or Your organization shall provide Schneider Electric or its Affiliates profile information which includes but not limited to at least the name, the phone number and email address of the individual person(s) You authorize to use the Services and the Application comprised therein, it being understood that, depending upon the jurisdiction, such information You provided here above may be considered as Personal Information and shall in such case be treated as such by each of You and Schneider Electric in compliance with these Terms & Conditions and any applicable laws and regulations.

2.2 When logging into the Platform , You agree (a) to create a unique password that You do not use with any other online product or service; (b) to provide accurate, truthful, current and complete information; (c) to promptly update upon any change to the information You provided to create Your user account; (d) maintain the confidentiality and security of Your user account by protecting Your identification information and password and restricting access to Your user account; (e) promptly notify Schneider Electric if You discover or otherwise suspect any security breach related to Your user account or any misuse thereof; and (f) take responsibility for all activities that occur under Your user account and accept all risks of any authorized or unauthorized access thereto.

2.3 You may authorize Your Authorized Users to access Your user account and make use of the Services and the Application comprised therein for Your benefit and only for the purposes described in these Terms & Conditions. You shall be responsible to ensure these Terms & Conditions are made available in a legible manner to each of Your Authorized Users before any of them can log on to the Platform and make use of the Services and the Application comprised therein. You shall be fully responsible for the acts and omissions of Your Authorized Users, including for all activities that are made through the use of Your user account, and their compliance with these Terms & Conditions. You shall bear responsibility for all activities that are made through the use of Your user account and for any resulting harm caused to You, Your Authorized Users, any third-party, the Platform, the Services, the Application and/or Schneider Electric. Schneider Electric will have the right to rely upon any information received from any legal or individual person accessing and/or using Your user account and Schneider Electric will incur no liability arising out of such reliance.

2.4 In case the Services are provided to You as part of a Service Contract, and Your access to the Platform and thereby Your right to use the Services is earlier terminated in accordance with these Terms & Conditions, Your user account shall remain active and the Services shall be provided to You as long as the last applicable Services Period specified in the Service Contract is not expired and You pay the sums payable to Schneider Electric for the Services in accordance with these Terms & Conditions and the Service Contract. Your user account shall be automatically and immediately disabled upon expiration of the last applicable Service Period specified in the Service Contract, with the effect that You shall automatically and immediately have the obligation to cease any access to and use of the Services.

2.5 While not obligated to perform investigations, Schneider Electric may investigate violations of these Terms & Conditions or misuse of the Services and cooperate with appropriate law enforcement authorities with respect to security threats, fraud, or other illegal, malicious, or inappropriate activity by You or any third-party through Your access to the Platform and/or Your use of the Services.

3. Right to use the Application

Schneider Electric grants to the User a license right to use the Application as part of the Services subject to and in accordance with these Terms & Conditions.

Subject to Your continued compliance with all of the Terms & Conditions contained herein and, when applicable under these Terms & Conditions, Your full payment on the due date of the fees to acquire the right to access and use the Application as part of the Services, Schneider Electric grants to You a worldwide (unless geographically limited), non-exclusive, non-transferable and limited license right to use the Application as part of the Services for the sole purpose to benefit the Services and for the time period during which the Services are available to You according to these Terms & Conditions, unless this license is earlier terminated in accordance with Section 13 below. In the absence of time limitation for the access and the use of the Application on the Platform, the right to use the Application is granted to Users on a perpetual basis unless your right to access and use the Application and/or the Services is terminated in accordance with these Terms & Conditions or the Application and/or the Services is removed by Schneider Electric from the Platform. You acknowledge that any other application or services that Schneider Electric may, without obligation to do so, make available in replacement of the Application and the Services shall be subject to and shall not apply to you until you confirm your agreement to use it in accordance with their respective Terms & Conditions.

In case the access and use of the Application and/or the Services is made available to you for a trial period or any other limited period of time, you acknowledge and agree that your right to use the same will automatically and immediately terminate upon expiry of said trial or other limited period of time unless you obtain a further license from Schneider Electric.

Any right to receive the Application under any tangible media or to download and install the Application on any device, is expressly excluded. The Application made available as part of the Services will be made available to You in object code (machine-readable) form only and under no circumstances is Schneider Electric obligated to disclose or make available the source code of the Application to You. It is strictly forbidden to any User to reverse-engineer or try to extract the source code of the Application without Schneider Electric' prior express authorisation in writing.

The Application may only be used as part of the Services for purposes of Your ordinary business by the particular named user(s), in the particular location(s), on the particular device(s) and/or on the particular system(s) for which You have acquired the right to access and use the Services in accordance with these Terms & Conditions, as those named user(s), location(s), device(s) and/or system(s) are identified in these Terms & Conditions and/or, as the case may be, in the relevant Statement of Work or Service Contract. These Terms & Conditions describe and govern Your right to use the Application as part of the Services. It is expressly agreed that these Terms & Conditions will prevail over and supersede the terms

contained in any purchase order or other document You may issue or submit in connection with Your use of the Services by You and such other Terms & Conditions are expressly rejected by Schneider Electric to the extent such other terms conflict with these Terms & Conditions.

4. Restrictions on use of the Services

4.1 Your use of the Services may be subject to certain restrictions set forth in these Terms & Conditions and other legal documents incorporated herein, which may include without limitation certain limitations on the scope of use, capacity, types and quantities of system resources, and/or duration of the Services. Your use of the Services in a manner inconsistent with such restrictions may adversely impact the performance of the Services, may result in additional charges to You and/or may result in suspension of the Services or termination of Your user account under the terms of these Terms & Conditions. You agree that You will comply with such restrictions or technical limitations of the Services.

You acknowledge that You shall solely bear the cost of any toll charges applicable to Your access to the Services through the use of internet or telephone.

If technological measures are designed to prevent unlicensed or illegal use of the Services, You agree that Schneider Electric may use those measures and You agree to comply with any requirements regarding such technological measures and that You will not nor will You permit others to circumvent such measures. Such measures do not constitute a defect in the Services nor do they entitle You to any warranty rights.

4.2 In using the Services, you agree:

- i. not to reverse engineer, decompile, disassemble, modify, adapt or translate any part of the Services such as but not limited to the Application, or create derivative works based on any part of the Services such as but not limited to the Application; further, in case of errors, bugs or defects in any part of the Services such as but not limited to the Application, only Schneider Electric - to the exclusion of the User or any third-party not authorized by Schneider Electric - shall have the right to provide User with any correction or work-around thereof;
- ii. not to perform or disclose any benchmark or performance tests of the Services without Schneider Electric's prior express written consent;
- iii. not to perform or disclose any security testing of the Services or associated infrastructure without Schneider Electric's prior express written consent, such as but not limited to network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
- iv. not to transfer, license, sublicense, rent, lease, sell, lend, distribute, host, outsource, disclose, permit timesharing or service bureau use, assign, or otherwise commercially exploit or make available the Services or any part thereof including without limitation any materials or programs pertaining to or otherwise consisting in the Services, to any third party (other than to End-Customer when User is a Partner) without Schneider Electric's prior express written consent and such consent may be withheld in the sole discretion of Schneider Electric;
- v. not to disrupt or interfere with the security of, or otherwise abuse, the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which you are given access to the Services by Schneider Electric;

- vi. not to disrupt or interfere with the access to the Platform and/or the provision by Schneider Electric of the Services to any other customer or user thereof;
- vii. not to upload, post, or otherwise transmit any virus or other harmful, disruptive or destructive files onto the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which you are given access to the Services by Schneider Electric;
- viii. not to use or attempt to use the data of any other user of the Services, or create or use a false identity on any of the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which You are given access to the Services by Schneider Electric;
- ix. not to transmit through or onto the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which you are given access to the Services by Schneider Electric, any spam mail, chain letters, junk mail or any other type of unsolicited mass e-mail to people or entities who have not agreed to be part of such mailings;
- x. not advertise or offer to sell any goods or services onto the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which you are given access to the Services by Schneider Electric;
- xi. not to use the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which you are given access to the Services by Schneider Electric, to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or Intellectual Property Rights where applicable) of Schneider Electric or any third party;
- xii. not to use the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which you are given access to the Services by Schneider Electric, to publish, post, distribute or disseminate any information or material which is obscene, defamatory, indecent or unlawful; and
- xiii. not to use the Platform and/or the web site(s) and/or any online portals or associated infrastructure proprietary to or authorized by Schneider Electric through which you are given access to the Services by Schneider Electric, to take any action which would cause Schneider Electric to be in violation of any law or regulation.

4.3 Schneider Electric may at any time make changes or updates to the Application and/or the Services, and/or add or create new limits to the access and/or the use of the Application and/or the Services or definitively remove the Application and/or the Services from the Platform, in order to reflect changes in technology, operating systems, infrastructures, industry and/or users' practices and/or to increase security of the Platform, the Application and/or the Services. Schneider Electric may also remove the Application and/or the Services from the Platform by reason of Schneider Electric's decision not to further maintain the Application or the Services on said interface. Where reasonably possible, Schneider Electric will give You reasonable notice prior to implementing such change, update, addition or removal.

4.4 Should you fail to comply with any of the restrictions stated in these Terms & Conditions, You shall bear any and all consequences resulting therefrom, including but not limited to (i) damages incurred by Schneider Electric, its Affiliates and, as applicable, other Users and/or their respective employees, (ii) adverse impact to the performance of the Application and/or the Services, (iii) additional charges to You and/or (iv) denial or termination of Your right to access to and use the Application and/or the Services under these Terms & Conditions.

4.5 The use of the Application and/or the Services is intended only for use with contents owned by You, public domain contents or properly licensed content. You may need a patent, copyright or other license from a third-party to create, copy, download, record or save content files for use with the Application and/or the Services or to serve or distribute such files to be used with the Application and/or the Services; in such case, it is Your sole responsibility to obtain such license and you shall solely bear the cost and expense of obtaining such license.

4.6 You may not use the Application and/or the Services 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 or other laws of any jurisdiction.

4.7 You are and shall remain solely and fully responsible for the availability, the proper functioning and cyber-security of the internet connection equipment, services and network you use to connect to the Platform and to make use of the Application and the Services.

4.8 You agree that You shall only use the Application and the Services in a manner that complies with all applicable laws in the jurisdictions in which You use it, including, but not limited to, export control and applicable restrictions concerning copyright and other Intellectual Property Rights.

5. Price and payment for the Services

In the case the Services are provided to End-Customer by Schneider Electric as part of any Service Contract against payment by End-Customer of the fee amount(s) set forth in said Service Contract, the price for the Services (if any) shall be determined in said Service Contract and End-Customer shall comply with the payment provisions defined therein.

In case the Services are not provided to User by Schneider Electric in the frame of a Service Contract and unless the Statement of Work provided to User, the Platform or any other online interface hosting or giving access to the Services indicates that the payment of a price or fee is required before User can access and use the Services, the access and use of the Services is free meaning that no price or fee is payable therefor to Schneider Electric.

Users acknowledge and agree that User shall solely bear the cost and expense of any toll charges related to or arising from its access and use of the Services through the use of internet or telephone services, including but not limited to any costs and expenses related to subscribing to any third-party service that allows access to internet and networks telecommunication.

6. Company Data

6.1 In case the Application and/or the Services enable(s) the User to upload, store, create and/or modify Company Data within the Application and/or on the Platform, any such Company Data provided by User shall be provided as it determines under its own responsibility to facilitate its use of the Services. User shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of any Company Data it uploads,

collects, stores and/or processes in the Application and/or on the Platform, and/or creates and/or modifies, through User's use of the Application and/or the Services.

In case the Application and/or the Services provide(s) to End Customer the possibility to grant and revoke the right for the Partner to access and read the Company Data that End Customer uploaded, stored, created and/or modified within the Application and/or on the Platform, it will be End Customer's responsibility to decide whether it grants and at any time revoke the right for Partner to access and read such End Customer's Company Data. Schneider Electric is not informed no can interfere through the Application and/or the Services to any such access or revocation.

6.2 User or its licensor retains all right, title, and interest in the Company Data.

User grants Schneider Electric a non-exclusive, perpetual, irrevocable, worldwide, free of charge, paid-up, royalty-free and transferable license right to collect, store, use, import, distribute, modify and distribute modifications of, perform, create and distribute derivative works of, translate, copy and display Company Data for the purpose of and in conjunction only with providing access to and the right to use the Application as part of the Services to User and improving, modifying or testing the Application and/or the Services. The license granted in this Section 6.2. includes the right of Schneider Electric to sublicense to its Affiliates and any third-party subcontractors providing all or part of the Services on behalf of Schneider Electric, to perform any of the foregoing actions.

In case Company Data are uploaded, stored, created and/or modified on the Platform or within the Application by Partner acting as service provider to any End-Customer, Partner shall be solely and fully responsible to obtain from such End-Customer the necessary consents and authorizations to do so. Schneider Electric acknowledges that, unless otherwise agreed between Partner and End-Customer under their own responsibility, Company Data are owned by such End-Customer to which Company Data relates.

User represents that it has and will keep in effect during its use of the Services, all licenses and approvals necessary to grant the foregoing license rights, at no charge, to Schneider Electric, its Affiliates and subcontractors. User represents that it is not exceeding any specified entitlement or permitted use or violating applicable license agreements or applicable laws to grant the foregoing license rights. User agrees to indemnify and hold harmless Schneider Electric from any third-party claims and any costs and other amounts that Schneider Electric may incur or otherwise be subject to because of User 's breach of this Section 6.2.

6.3 Schneider Electric shall not disclose Company Data to any third party without User's prior express consent, except for (a) disclosure to Schneider Electric's suppliers involved in the provision of the Application or the Services, or (b) when disclosure of Company Data is the sole reasonably available manner for Schneider Electric to comply with any legal obligation applicable to Schneider Electric or any valid order by a court or other competent jurisdiction or governmental agency, to prevent fraud, abuse or security threat of the of the Application and/or the Services or the Platform or enforce or defend Schneider Electric's rights under these Terms & Conditions or in the frame of any litigation.

6.4 As long as User's user account remains active and at any time during the Services Period in case the Services are provided as part of a Service Contract between User and Schneider Electric, the Company Data shall remain on the Platform, unless the following applies:

- in the case the User wishes to remove from the Platform and, as the case may be, to be returned any Company Data it has uploaded, created or modified through its use of the Services, and unless the Platform provides the possibility to the User to do so on its own, such removal and, as applicable, such return may only be made by Schneider Electric upon User's request and Schneider Electric will perform such actions on behalf of the User provided that User and Schneider Electric agree on the conditions, such as but limited to the fee, of such removal and return. The User hereby agrees that Schneider Electric will not accept to upload or pull back to the Platform in any manner whatsoever any Company Data once removed, and as the case may be, returned to the User as aforesaid. Removal of Company Data by User in accordance with the foregoing provisions shall not cause its user account to be de-activated. User's user account shall remain active and the Services shall be continued only with respect to the Company Data that User has not removed from the Services.

6.5 As long as User's user account remains active and at any time during the Services Period in case the Services are provided as part of a Service Contract between User and Schneider Electric, in the case the User wishes to obtain a duplication of any Company Data it has uploaded, created or modified through its use of the Services, and unless the Platform provides the possibility to the User to do so on its own, such duplication may only be made by Schneider Electric upon User's request and Schneider Electric will perform such duplication on behalf of the User provided that User and Schneider Electric agree on the conditions thereof.

6.6 Whenever User would disconnect a Connected Device from the Platform, the Company Data related to such disconnected device which were uploaded, created and/or modified by Partner or End-Customer on the Platform before such disconnection will remain on the Platform, unless User requests Schneider Electric and the latter agrees to perform removal on behalf of the User and as the case may be the return to User of the Company Data related to the disconnected device according to conditions separately agreed between the User and Schneider Electric.

It shall be User's sole responsibility to proceed at its own costs with any action it deems necessary to ensure that all Connected Devices are disconnected from the Platform without undue delay from the date on which the User's user account is deactivated or, as applicable, from the date of expiration or termination of the Service Period under the corresponding Service Contract in case in case the Services are provided as part of a Service Contract between User and Schneider Electric.

6.7 Whenever the User's user account ceases to be active for any reason in accordance with these Terms & Conditions, or upon expiration or termination of the Service Contract between User and Schneider Electric in case the Services are provided as part of a Service Contract, Schneider Electric shall have no obligation to remove from the Platform and, as the case may be return Company Data to User, unless User - within thirty (30) days from de-activation of its user account or from expiration or termination of Service Period under its Service Contract - requests Schneider Electric to perform such removal and return on behalf of the User and provided that User and Schneider Electric agree on the conditions of such removal and return.

Concerning Company Data that the User will not have requested Schneider Electric to remove from the Platform within the above stated thirty (30) day period or in case User and Schneider Electric do not agree on the conditions of such removal and return, Schneider Electric may either:

- (i) keep such data on the Platform provided that Schneider Electric deletes from the Platform the identifiers that relate said Company Data to the legal entity owning or operating the Connected Devices and/or the facilities where the Connected Devices are located, which deletion of identifiers User may at any time request to verify at its own costs; to the sole extent permitted under applicable law, Schneider Electric shall then be entitled to use such Company Data for the sole purpose of creating statistical analyses of the performance of the Connected Devices, the Platform, the Services, and/or improving the customers' digital experience of Schneider Electric's products, services and solutions offers; or
- (ii) delete any Company Data remaining on the Platform without any additional obligation on Schneider Electric to continue to hold, archive or return any such remaining Company Data and without liability for deleting such remaining Company Data.

Without prejudice to the foregoing provisions of this Section 6.7, Schneider Electric may retain one archival copy of whole or part of Company Data as available on the Platform upon the date when User's user account ceases to be active for any reason in accordance with these Terms & Conditions or upon expiration or termination date of the Service Contract between User and Schneider Electric, in the case the retention of such Company Data is the sole reasonably available manner for Schneider Electric either (i) to comply with any legal obligation applicable to Schneider Electric or any valid order by a court or other competent jurisdiction or governmental agency, (ii) to prevent fraud, abuse or security threat to the Platform or the Services or (iii) to enforce or defend Schneider Electric's rights under these Terms & Conditions.

6.8 Schneider Electric shall not bear any obligation to ensure that the Company Data duplicated, removed and/or returned in accordance with these Terms & Conditions shall be available to User under any specific format, unless otherwise separately agreed between Schneider Electric and the User.

7. Personal Information protection

7.1. User's Personal Information will be processed as described in privacy notices and policies, including Schneider Electric's Data Privacy & Cookie Policy on www.schneider-electric.com, made available to User by Schneider Electric.

7.2. User is responsible for any third-party Personal Information that User uploads, stores, creates, uses, shares, modifies, deletes or otherwise processes with the Application and/or the Services. User must comply with all applicable laws and regulations, obtain all required consents and make all required notifications in this respect.

8. Intellectual Property Rights

All right, title and interest in and to the Platform, the Services, the Application comprised therein, any and all hardware, software and other items used by Schneider Electric to provide the Services as well as any technology or know-how embodied or otherwise implemented in the Platform, the Services, the Application and/or such other items, and all Intellectual

Property Rights pertaining thereto, are and shall remain the full and sole property of Schneider Electric and/or its licensors. No title to or ownership of any Intellectual Property Rights related to the Platform, the Application or the Services is transferred or shall be deemed to be conveyed to You or any third-party pursuant to these Terms & Conditions or under any business transaction performed between Schneider Electric and You in pursuance of any Service Contract. All rights not explicitly granted to You under these Terms & Conditions regarding the Platform, the Services and the Application are reserved by Schneider Electric.

All trademarks on the Platform, the Services, the Application comprised therein and any and all hardware, software and other items used by Schneider Electric to provide the Services, are registered trademarks of Schneider Electric and/or its Affiliates or its 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 Platform, the Services, the Application comprised therein and/or any and all hardware, software and other items used by Schneider Electric to provide the Services. 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 & Conditions, Your access to the Platform or Your use of the Services or the Application.

9. Warranties and Disclaimers of warranties

9.1 SCHNEIDER ELECTRIC AGREES TO PROVIDE THE SERVICES TO THE USER USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE, AND IN ACCORDANCE WITH THE THEN-CURRENT APPLICABLE SERVICES DESCRIPTION AND THE SERVICE CONTRACT IN CASE THE SERVICES ARE PROVIDED AS PART OF A SERVICE CONTRACT.

9.2 THE USER'S SOLE AND EXCLUSIVE REMEDY AND SCHNEIDER ELECTRIC'S ENTIRE LIABILITY FOR A BREACH OF THIS WARRANTY SHALL BE FOR SCHNEIDER ELECTRIC TO USE COMMERCIALY REASONABLE EFFORTS TO MODIFY THE SERVICES TO SUBSTANTIALLY ACHIEVE THE FUNCTIONALITY DESCRIBED IN THE THEN-CURRENT APPLICABLE SERVICES DESCRIPTION, INCLUDING, AS RELEVANT, BY PROVIDING A FIX OR WORK AROUND TO DEFECTS OR NON-COMPLIANCE OF THE APPLICATION, AND IF SCHNEIDER ELECTRIC IS UNABLE TO RESTORE SUCH FUNCTIONALITY, THE END-CUSTOMER SHALL BE ENTITLED TO CANCEL ITS APPLICABLE ORDER(S) OF SERVICES AND RECEIVE A PRO-RATED REFUND OF THE AMOUNTS, IF ANY, PAID IN ADVANCE BY SUCH END-CUSTOMER TO SCHNEIDER ELECTRIC IN ACCORDANCE WITH AND UNDER SAID APPLICABLE ORDER(S) FOR THE CORRESPONDING UNUSED PORTION OF THE SERVICES PERIOD APPLICABLE TO SUCH END-CUSTOMER.

NOTWITHSTANDING THE FOREGOING, SCHNEIDER ELECTRIC DOES NOT WARRANT OR PROMISE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES WILL MEET THE USER'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS, OR THAT ALL FAILURES OR DEFECTS OF THE SERVICES WILL BE CORRECTED.

THE USER UNDERSTANDS THAT THE SERVICES MAY BE INTERRUPTED OR COMPLETELY UNAVAILABLE FOR PERIODS OF TIME DUE TO CERTAIN CAUSES WHICH MAY INCLUDE, WITHOUT LIMITATION, SCHEDULED OR UNSCHEDULED MAINTENANCE WORK. ONLY

SCHEDULED MAINTENANCE WORKS WILL GIVE RISE TO PRIOR NOTIFICATION BY SCHNEIDER ELECTRIC.

ALTHOUGH SCHNEIDER ELECTRIC SHALL MAKE EVERY REASONABLE ENDEAVOR TO KEEP THE PLATFORM AND THE SERVICES FREE FROM VIRUSES OR OTHER CONTAMINATION FEATURES, -DUE TO THE INHERENT RISKS OF TELECOMMUNICATION NETWORKS AND THE INTERNET, SCHNEIDER ELECTRIC CANNOT WARRANT THAT THE PLATFORM AND THE SERVICES SHALL BE FREE FROM VIRUSES OR OTHER CONTAMINATION FEATURES OR PROTECTED AGAINST ALL POSSIBLE SECURITY THREATS. SCHNEIDER ELECTRIC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR LOSSES RESULTING FROM VIRUSES, MALICIOUS CODES OR CORRUPTION OF DATA THROUGH ACCESS TO THE PLATFORM AND/OR USE OF THE SERVICES.

THE USER ACKNOWLEDGES THAT ACCESS TO THE PLATFORM AND/OR USE OF THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND POTENTIAL FAILURE DUE TO THE INHERENT RISKS OF TELECOMMUNICATION NETWORKS AND THE INTERNET. SCHNEIDER ELECTRIC SHALL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN THE SERVICES OR ANY LOSS OR DAMAGE RESULTING FROM THE AFORESAID LIMITATIONS, DELAYS AND POTENTIAL FAILURES. 9.3 WITHOUT PREJUDICE TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OF THIRD- PARTY RIGHTS AND FITNESS OR ACCURACY FOR A PARTICULAR PURPOSE, ARE EXCLUDED REGARDING THE SERVICES.

10. Limitations of liability

10.1 IN NO EVENT SHALL SCHNEIDER ELECTRIC BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF REPUTATION OR WASTE OF MANAGEMENT OR OFFICE TIME, ARISING OUT OF OR IN CONNECTION WITH THE USER'S ACCESS TO OR INABILITY TO ACCESS THE PLATFORM OR THE USER'S USE OR INABILITY TO USE THE SERVICES OR ANY MATERIAL, DOCUMENT OR INFORMATION MADE AVAILABLE OR OTHERWISE PROVIDED TO YOU FROM THE USER'S USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR OTHER LEGAL GROUND AND EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 EXCEPT IN CASE OF (i) SCHNEIDER ELECTRIC'S FRAUD OR FRAUDULENT MISREPRESENTATION, (ii) SCHNEIDER ELECTRIC'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE, OR (iii) DEATH OR INJURY TO AN INDIVIDUAL PERSON WHERE NO LIMITATION OF LIABILITY SHALL APPLY, SCHNEIDER ELECTRIC'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS & CONDITIONS, THE PLATFORM, THE SERVICES OR ANY COMPONENT THEREOF, SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED (I) THE WITHOUT TAX AMOUNT OF ONE YEAR SERVICE FEE PAYABLE BY YOU UNDER THE SERVICE CONTRACT IN CASE THE SERVICES ARE PROVIDED TO USER UNDER A SERVICE CONTRACT, OR (II) TWENTY-FIVE (25) EUROS IN CASE THE SERVICES ARE PROVIDED TO USER FREE OF CHARGE.

10.3 SCHNEIDER ELECTRIC SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS, PENALTY, SURCHARGES, INTEREST OR MONETARY LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE USER'S ACCESS TO OR INABILITY TO ACCESS THE PLATFORM OR THE USER'S USE OR INABILITY TO USE THE SERVICES OR ANY MATERIAL, DOCUMENT OR INFORMATION MADE AVAILABLE OR OTHERWISE PROVIDED TO THE USER FROM ITS USE OF THE SERVICES, THAT IS DUE TO (i) THE SUPPLY BY THE USER OR ANY THIRD PARTY NOT BEING UNDER CONTROL OF SCHNEIDER ELECTRIC OF INCORRECT OR INCOMPLETE INFORMATION, (ii) THE FAILURE BY THE USER OR ANY THIRD PARTY NOT BEING UNDER CONTROL OF SCHNEIDER ELECTRIC TO SUPPLY ANY REQUISITE INFORMATION REQUESTED BY SCHNEIDER ELECTRIC, (iii) ANY ACT, OMISSION, NON-PERFORMANCE OR DELAY ATTRIBUTABLE TO OR CAUSED BY THE USER, ITS SUBCONTRACTORS, EMPLOYEES OR ANY OTHER THIRD PARTY BEING UNDER THE USER'S CONTROL, OR (v) ANY MATTER OUTSIDE CONTROL OF SCHNEIDER ELECTRIC.

10.4 SCHNEIDER ELECTRIC'S LIABILITY ARISING OUT OF THESE TERMS & CONDITIONS IS REDUCED PROPORTIONALLY TO THE EXTENT TO WHICH THE ACT OR OMISSION OF YOU OR ANY OTHER THIRD PERSON CONTRIBUTED TO THE LOSS OR DAMAGE INCURRED.

10.5 SCHNEIDER ELECTRIC SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR THE USE BY THE USER OR ANY THIRD PARTY OF ANY COMPANY DATA UPLOADED TO OR DOWNLOADED FROM THE PLATFORM OR THE APPLICATION OR CREATED OR MODIFIED IN CONNECTION WITH THE USER'S USE OF THE SERVICES, NOR FOR THE CONSEQUENCES OF ANY DECISION, ACT OR OMISSION, SUCH AS BUT NOT LIMITED TO (I) ANY ELECTRICAL ASSEMBLY, INSTALLATION OR MAINTENANCE OF THE CONNECTED DEVICES, THAT THE USER OR ANY THIRD PARTY MAY MAKE ON BASIS OF ANY COMPANY DATA, OR (II) ANY COMMAND, OPERATION, CONFIGURATION OR PARAMETERING OF CONNECTED DEVICES THAT THE USER OR ANY THIRD PARTY MAY PERFORM REMOTELY THROUGH ITS USE OF THE SERVICES.

10.6 IN CASE THE RIGHT TO ACCESS AND USE THE SERVICES WAS FURNISHED TO YOU BY ANY AUTHORIZED SCHNEIDER ELECTRIC DISTRIBUTOR OR RESELLER OR ANY SCHNEIDER ELECTRIC CERTIFIED PARTNER, WITH OR WITHOUT A THIRD-PARTY PRODUCT, SCHNEIDER ELECTRIC SHALL IN NO EVENT BE A PARTY TO ANY PURCHASE ORDER OR OTHER AGREEMENT BETWEEN YOU AND SUCH DISTRIBUTOR, RESELLER OR PARTNER AND SHALL NOT ASSUME OR OTHERWISE BEAR ANY LIABILITY THEREUNDER.

10.7 THE EXCLUSIONS, LIMITATIONS AND DISCLAIMERS OF WARRANTY OR LIABILITY STATED IN THESE TERMS & CONDITIONS SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW APPLICABLE TO THESE TERMS & CONDITIONS AND DO NOT AFFECT OR PREJUDICE STATUTORY RIGHTS WHICH, AS THE CASE MAY BE, BENEFIT YOU UNDER MANDATORY OR PUBLIC ORDER LAWS OR REGULATIONS APPLICABLE IN ANY COUNTRY WHERE YOU WILL DOWNLOAD, INSTALL OR USE THE MOBILE APPLICATION.

11. Indemnification

11.1 You shall defend, indemnify, and hold harmless Schneider Electric, its Affiliates and each of their respective officers, directors, employees, licensors, contractors, successors and assigns from and against any and all claims, actions, suits, demands, proceedings, judgments, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising from or related to (i) any Company Data; (ii) any

breach by You of any of Your obligations under these Terms & Conditions such as but not limited to any unauthorized access to the Platform and/or any unauthorized use of the Services; (iii) any misuse by You of the Platform and/or the Services such as but not limited to Your use of the Platform and/or the Services in a manner contrary to the Services Description or any other instruction given to You by Schneider Electric, (iv) any failure by You to comply with any applicable law and/or regulation including without limitation any failure of You to obtain all legally required consents to upload and/or otherwise use Company Data in connection with Your use of the Services, (v) any use of the Services in combination with any equipment, software or solution not supplied, not specified or otherwise not approved by Schneider Electric; (vi) any modification or alteration of the Platform and/or the Services by anyone other than Schneider Electric without the written approval of Schneider Electric; and/or (vii) any claim that any information (including but not limited to Company Data), designs, specifications, instructions, software, service, data, hardware or material furnished by User or otherwise used or uploaded by User in connection with the Services infringes or misappropriates the Intellectual Property Rights of any third party.

11.2 Subject to the limitations set forth in Section 10, Schneider Electric will defend and indemnify You against a third party claim that the Platform and/or the Services infringe any Intellectual Property Right enforceable in the jurisdiction where Schneider Electric has its registered office or principal place of business, or misappropriates any trade secret protected under the laws of such jurisdiction (the "Included Jurisdiction") hereinafter the "IP Claim", provided that (i) You notify Schneider Electric of the IP Claim in writing immediately upon Your awareness of such IP Claim; (ii) You give Schneider Electric sole authority and control of the defense of such IP Claim and all related settlement negotiations; and (iii) You provide the assistance, information and authority necessary in order for Schneider Electric to handle the defense and settlement of such IP Claim and perform its obligations under this Section 11.2. If the Platform and/or the Services is held or believed by Schneider Electric to constitute an infringement or misappropriation as per this Section 11.2, then Schneider Electric will have the option, at its expense, to: (i) obtain for You the right to continue using the Platform and/or as applicable, the Services; (ii) replace or modify the Platform and/or, as applicable, the Services to make it non-infringing; or (iii) if in Schneider Electric's sole discretion, it is not economically or commercially reasonable to perform either (i) or (ii) above then Schneider Electric may terminate Your right to access the Platform and to use the Services and refund to You any amount for the Services You would have pre-paid to Schneider Electric on a pro-rated basis for the corresponding unused portion of the Services Period. This Section 11.2. states Your sole and exclusive remedy against Schneider Electric and Schneider Electric's sole liability for any IP Claim under this Section 11.2. To the extent permitted by law, Schneider Electric will have no liability to the User under this Section 11.2 for any IP Claim that arises out of: (i) any Company Data; (ii) any breach by You of any of Your obligations under these Terms & Conditions such as but not limited to any unauthorized access to the Platform and/or any unauthorized use of the Services; (iii) any misuse by You of the Platform and/or the Services such as but not limited to Your use of the Platform and/or the Services in a manner contrary to the Services Description or any other instruction given to You by Schneider Electric; (iv) any failure by You to comply with any applicable law and/or regulation including without limitation any failure of You to obtain all legally required consents to upload and/or otherwise use the Company Data in connection with Your use of the Services; (v) any use of the Services in combination with any equipment, software or solution not supplied, specified or otherwise approved by Schneider Electric; (vi) any modification or alteration of the Platform and/or the Services by anyone other than Schneider Electric without the written approval of Schneider Electric; (vii) the access to the Platform and/or the use of the Services by the User after notice by Schneider Electric or any appropriate authority to the User of the alleged or actual infringement or misappropriation of any third party's Intellectual Property Right by the

Platform and/or the Services, or (viii) Your failure to use corrections or enhancements made available by Schneider Electric.

12. Third-party websites and contents

In case the Services enable User to link to, transmit Company Data to, indicate the web address of or otherwise access to, third parties' websites or third parties' content, products, services or information, the User shall bear all risks associated with access to and use of such third parties' websites and third parties' content, products, services and information. Schneider Electric does not control and is not responsible for such third parties' websites or any such third parties' content, products, services and information accessible from or provided through such websites. Any access to third parties' websites or any use of third parties' content, products, services or information through Your access to the Platform and/or Your use of the Services shall be subject to said third parties' own terms of use or other legal document which shall govern the relationship between You and said third parties with respect thereto.

13. Term, suspension and termination

13.1 The legal agreement formed with Schneider Electric by User's acceptance of these Terms & Conditions shall continue to apply until User's user account remains active or for the duration of the Services Period in case the Services are provided as part of a Service Contract between User and Schneider Electric.

Without prejudice to the foregoing, User may also at any time stop or otherwise terminate its use of the Services for any reason whatsoever with or without providing a prior notice to Schneider Electric.

User may at any time during any Services Period disable or otherwise cancel its own user account. When User's account to the Platform is disabled or otherwise cancelled, the access and use of the Services by such User shall be automatically and immediately terminated.

13.2 Without prejudice to any other rights and remedies it may have under these Terms & Conditions, at law or otherwise, Schneider Electric reserves the right to suspend the Services (in whole or in part) at any time with immediate effect by written notice to the User if:

- i. in Schneider Electric's reasonable judgment, the Platform, the Services or any component thereof are about to suffer a threat to security or functionality; or
- ii. Schneider Electric has requested but has not received from the User any information required to enable Schneider Electric to perform the Services; or
- iii. if any sum payable by User to Schneider Electric for the provision of the Services under any Service Contract is in arrears for more than thirty (30) calendar days after the due date; or
- iv. the User violates the terms of these Terms & Conditions and/or any documents expressly incorporated herein; or
- v. the User has otherwise breached or failed to comply with any of its obligations under these Terms & Conditions and/or the Service Contract (if any) and has not cured such breach or failure within a period of thirty (30) calendar days from the date of receipt of a

- written notice from Schneider Electric specifying the breach or failure and requiring its remedy; or
- vi. the User violates any applicable laws or infringe the Intellectual Property Rights of Schneider Electric, its Affiliates or any third-party in its access or use of the Platform or the Services; or
 - vii. the Service Contract is not renewed with respect to the access and use of the Services in case the Services are provided as part of a Service Contract between End-Customer and Schneider Electric.

In any such event of suspension of the Services, the User shall remain liable to pay the sums payable to Schneider Electric under the suspended Services and any resumption of the suspended Services shall be conditional upon the cause giving rise to the suspension of the Services being remedied and the User complying with such requirements as Schneider Electric may reasonably specify in its suspension notice to User.

Further, if the User shall fail to cure the cause giving rise to the suspension or to effect the remedial action required by Schneider Electric within such period of time as Schneider Electric shall specify in its suspension notice, Schneider Electric may, in addition to any other rights and remedies that Schneider Electric may have, terminate the Services permanently without liability or refund to User of any kind; termination of the Services by Schneider Electric shall be achieved by disabling or otherwise cancelling User's user account or any other technical means Schneider Electric shall reasonably determine to disable User's access and use of the Platform and the Services.

13.3 Expiration or termination of User's access and use of the Platform and the Services in accordance with these Terms & Conditions, shall automatically and immediately cause (i) termination of User's right to access and use the Services, and (ii) termination of the legal agreement which was formed with Schneider Electric by User's acceptance of these Terms & Conditions. Without prejudice to the foregoing, such expiration or termination shall not affect any rights or remedies which may have accrued to User or Schneider Electric under these Terms & Conditions, at law or, if applicable, in equity, with respect to the Services provided before said expiration termination.

14. International usage of the Services

14.1 You agree that You will comply with all applicable local (on both federal and state level, when applicable) and international laws and regulations, including but not limited to export control laws and regulations of the United States of America or other jurisdictions, that relate to Your access to the Platform and Your use of the Services and/or any material, document or information made available or otherwise provided to You from Your use of the Services.

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 thereunder, and the European Union Regulation applicable to dual use products and technologies. You are solely responsible for determining the existence and application of any such law or regulation to any proposed export by You or Your representatives of the Services or any service based or otherwise implementing Your right to access and use the Services and for performing any declaration or obtaining any required authorization in relation therewith. You agree not to export the Services or any service based or otherwise implementing Your right to access and use the Services 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 to the export of the Services or any service based or otherwise implementing Your right to access and use the Services, You shall indemnify and hold Schneider Electric, its Affiliates and each of their respective officers, directors, employees, licensors, contractors, successors and assigns harmless from any claims and compensate the same against any damages claimed by any third party (including but not limited to governmental and/or international authorities and/or organizations) against Schneider Electric as the result of any such violation by You or Your representative(s).

14.2 Although Schneider Electric makes every reasonable effort to enable worldwide access to its website(s) and the Platform and Services, Schneider Electric shall bear no liability and makes no representation, nor warranties that all features of the Platform and the Services will be accessible, available or appropriate for all current or potential customers (including You) in all geographic locations in the world.

15. Miscellaneous

15.1 Your rights or obligations under these Terms & Conditions 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. The rights granted to You under these Terms & Conditions are granted on an "*intuitu personae*" basis meaning in consideration of Your person.

15.2 Schneider Electric is an independent contractor. Each of Schneider Electric and the User agrees that no partnership, joint venture, or agency relationship exists or is created by these Terms & Conditions between Schneider Electric and the User. Neither Schneider Electric nor the User is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of one another.

15.3 No third-party beneficiary relationship is created by these Terms & Conditions. These Terms & Conditions shall not be construed to confer any rights or remedies to any third party.

15.4 These Terms & Conditions constitute the entire agreement between Schneider Electric and the User in relation to the User's right to access to and use the Services and the Application made available as part of the Services, and replaces and supersedes any previous agreement or understanding, whether oral, electronic or written, in relation with the same subject matter. The User agrees to waive to apply any of its own terms of purchase of services or equivalent documents to the subject matter of these Terms & Conditions.

15.5 Should any provision of these Terms & Conditions be declared invalid or unenforceable by any competent court, such provision of these Terms & Conditions shall be amended by Schneider Electric to achieve as nearly as possible its inner intent, and all other provisions of these Terms & Conditions shall remain valid and in full force and effect.

15.6 All notices sent pursuant to these Terms & Conditions shall be in writing. Notices of a general purpose related to the Platform and/or the Services by Schneider Electric to all Users shall be given by means of a general information posted on the Platform. Notices specifically addressed to You shall be given by Schneider Electric, at its election, by electronic mail to the

electronic address on record in the information provided by You to create Your user account or by written communication sent by first class mail or pre-paid post to the address of Your registered office or principal place of business. Any notice by You to Schneider Electric shall be in writing sent by first class mail or pre-paid post to the address of Schneider Electric's registered office or principal place of business and shall include the words: "Attention Schneider Electric Legal Department."

15.7 Schneider Electric's failure to insist on or enforce strict performance of these Terms & Conditions shall not be construed as a waiver by Schneider Electric of any right to enforce these Terms & Conditions, nor shall any course of conduct between Schneider Electric and the User or any third party be deemed to modify any provision of these Terms & Conditions.

15.8 Headings in these Terms & Conditions are just for ease of reference and will not affect its interpretation.

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

15.10 Sub-section 6.7, Section 8 "Intellectual Property Rights", Section 9 "Warranties and disclaimers of warranties", Section 10 "Limitation of liability", Section 11 "Indemnification", Section 12 "Third-party websites and contents", sub-section 13.3 of Section 13 "Term, suspension and termination", Section 14 "International usage of the Services" and Section 16 "Applicable law and attribution of jurisdiction" of these Terms & Conditions shall survive termination of these Terms & Conditions or expiration of Your right to use the Services granted to You hereunder. Furthermore, provisions that by their nature are intended to survive termination or expiration of these Terms & Conditions shall survive.

15.11 Schneider Electric reserves the right, at its sole discretion, to amend, add or remove any provision to or from these Terms & Conditions at any time. Any such amendment, addition or removal to these Terms & Conditions will be posted by Schneider Electric on the Platform. It is the User's responsibility to check these Terms & Conditions prior to each use of the Services. The User's continued use of the Services after any amendment, addition or removal to these Terms & Conditions is posted on the Platform by Schneider Electric, shall be deemed as the User's acceptance and agreement to the changed Terms & Conditions. Changes to these Terms & Conditions shall not apply with retroactive effect.

15.12 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 these Terms & Conditions. 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 Application, the Platform and the Services complies with these Terms & Conditions.

Schneider Electric may (upon reasonable written notice) inspect Your use of the Platform and the Services during Your normal business hours to ensure Your compliance with these Terms & Conditions. If the results of any such review or inspection indicate Your unlicensed or non-compliant use of the Application, the Platform or the Services or the underpayment by You of applicable license or other fees (if any) contractually due and payable to Schneider Electric, You shall: (i) immediately pay sufficient fees to cover Your use of the Application, the Platform and/or as applicable the Services or such amounts of fees remaining due to Schneider Electric and (ii) reimburse Schneider Electric for the cost of such review or inspection.

15.13 You agree that in case of conflict between these Terms & Conditions and the provisions of any Statement of Work or Service Contract, these Terms & Conditions shall control to the extent and with respect only to the subject matter in conflict.

16. Applicable law and attribution of jurisdiction

16.1 These Terms & Conditions 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 & Conditions.

16.2 Any dispute arising out of or connected with these Terms & Conditions shall all cases be finally settled, according to the law governing these Terms & Conditions 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 & Conditions. 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 & CONDITIONS.

16.3 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 & Conditions and such provision is not specifically enforced. Therefore, in the event of a breach or threatened breach by You of these Terms & Conditions, 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 & Conditions, 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 download, install or use the Mobile Application, on both federal and state levels when applicable.