

# EcoStruxure Control Engineering

## TERMS AND CONDITIONS

**PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS OF USE INCLUDING SUCH OTHER LEGAL DOCUMENTS INCORPORATED HEREIN BY REFERENCE ("THESE TERMS & CONDITIONS") BEFORE USING ECOSTRUXURE CONTROL ENGINEERING, 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 AND 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, "CUSTOMER", "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 Customer, any corporation, company or other legal entity that is directly or indirectly (i) controlling Schneider Electric or the Customer, or (ii) controlled by Schneider Electric or the Customer, or (iii) under common control with Schneider Electric or the Customer, 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 Control Engineering, a web-based software program that provides the functions and is intended to achieve the purposes defined in the Services Description, and that is made available by Schneider Electric to the Customer having access to the Platform. 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 Customer when accessing the Platform and making use of the Services.

**"Customer" or "You"**: means each corporation, company or other legal entity carrying out a professional activity on behalf of which any Authorized User creates or is provided an account on the Platform to use the Services.

**"Customer's Clients"**: means any third party to whom Customer provides its own services through its use of all or part of the Services including the Application.

**"Customer Data"**: means all information, content and data proprietary to Customer, such as but not limited to text, sound or files, to the exception of Personal Information, that Customer or the Application itself uploads, collects, stores and/or processes on the Platform or in the Application, and/or creates and/or modifies, through Customer's use of all or part of the Services.

**"Customer's Clients Data":** means all information, content, and data, proprietary to Customer's Clients, such as but not limited to text, sound or files, to the exception of Personal Information, that Customer or the Application itself uploads, collects, stores and/or processes on the Platform or in the Application, and/or creates and/or modifies, through Customer's use of all or part of the Services in connection with Customer's provision of its own services to Customer's Clients.

**"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.

**"Master Agreement":** means the agreement between Customer and Schneider Electric or its Affiliates, under which the access to the Application and the Services are provided as part of a broader scope of services (as defined under the Master Agreement) to the Customer.

**"Platform":** means the web or 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 France SAS, which has obtained the right to provide Customer access to this Application as part of the Services.

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

**"Services Description":** means the functional description of the applicable Services as set forth in the Master Agreement and on the landing page of the Platform giving access to the Services as such page and description may

be updated from time to time by Schneider Electric. In case of any conflict between the description of the Services in the Master Agreement to these Terms and Conditions and the landing page of the Platform giving access to the Services, the latter shall prevail.

**"Services Period"**: means the timeframe during which Customer may access and use the Services as set forth in the Master Agreement and on the landing page of the Platform giving access to the Services as such page and description may be updated from time to time by Schneider Electric. In case of any conflict between description of the Services in the Master Agreement to these Terms and Conditions and the landing page of the Platform giving access to the Services, the latter shall prevail.

## 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 a 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 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 and 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 and Conditions. You shall be responsible to ensure these Terms and 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 and 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** Unless earlier termination by Schneider Electric of Your access to the Platform and thereby Your right to use the Services in accordance with these Terms and Conditions, Your user account shall remain active and Services shall be provided to You as long as the last applicable Services Period specified in the Master Agreement is not expired and You pay the sums payable to Schneider Electric for the Services in accordance with these Terms and Conditions and the Master Agreement. Your user account shall be automatically and immediately disabled upon expiration of the last applicable Service Period specified in the Master Agreement, 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 and 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 Customer a license right to use the Application as part of the Services subject to and in accordance with these Terms and Conditions.

Subject to Your continued compliance with all of the terms and conditions contained herein and 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 when applicable under these Terms and Conditions, Schneider Electric grants to You a non-exclusive, non-transferable and limited license right to use the Application as part of the Services and for the time period during which the Services are available to You according to these Terms and Conditions, unless this license is earlier terminated in accordance with Section 12 below.

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 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 and Conditions, as those named user(s), location(s), device(s) and/or system(s) are identified in these Terms and Conditions and, as the case may be, in the Master Agreement.

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.

These Terms and Conditions describe and govern Your right to use the Application as part of the Services. It is expressly agreed that these Terms and Conditions and the Master Agreement will prevail over and supersede the terms and conditions contained in any purchase order or other document You may issue or submit in connection with Your use of the Application by You and such other terms and conditions are expressly rejected by Schneider Electric to the extent such other terms and conditions conflict with these Terms and 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 and 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 and 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 Customer or any third-party not authorized by Schneider Electric - shall have the right to provide Customer 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 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 make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, and patterns of system use. Furthermore, Schneider Electric reserves the right to change, update, add or remove functionalities or features of the Services, and/or add or create new limits to the Services, from time to time. The Services Description is also subject to change in Schneider Electric's sole discretion. Where reasonably possible, Schneider Electric will give You reasonable notice prior to implementing such change, update, addition, removal or withdrawal.



## 5. **Price and payment for the Services**

The Services shall be provided by Schneider Electric against payment by Customer of the fee amount(s) set forth in the Master Agreement and Customer shall comply with the payment provisions in the Master Agreement.

## 6. **Customer Data**

- **6.1** Customer retains all right, title, and interest in the Customer Data.

Customer grants Schneider Electric a non-exclusive, perpetual, irrevocable, worldwide, free of charge, paid-up, royalty-free, transferable and sub-licensable license right to use, host, store, upload, import, collect, create, translate, copy, modify, distribute modifications of, perform, create and distribute derivative works of, and display Customer Data for the purpose of and in conjunction only with providing the Services to Customer and improving, modifying or testing the Services. The license granted in this Section 6.1. 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 Customer's Clients Data are uploaded, collected, stored, created and/or modified on the Platform or in the Application by Customer acting as service provider to any Customer's Client, Customer shall be solely and fully responsible to obtain from such Customer's Client the necessary consents and authorizations to do so. Schneider Electric acknowledges that, unless otherwise agreed between Customer and Customer's Clients under their own responsibility, Customer's Clients Data are owned by the Customer's Client to which such Customer's Clients Data relates.

Customer represents that Customer 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. Customer represents that Customer is not exceeding any specified entitlement or permitted use or violating applicable license agreements or applicable laws to grant the foregoing license rights. Customer 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 Customer's breach of this Section 6.1.

**6.2** Customer acknowledges that Customer has reviewed the security features of the Services and has determined that they meet Customer's security needs including any specific requirement of security applicable in the field of activity of Customer or Customer's Clients for which Customer is acting as

service provider. Customer is solely responsible for determining the requirements regarding security of Customer Data and Customer's Clients Data. If the security features, procedures and/or controls offered by Schneider Electric with respect to the Services do not meet the requirements determined by Customer regarding security of Customer Data and Customer's Clients Data, Customer should not use the Services. Schneider Electric accepts no liability for any corruption, loss or theft of data caused by security breaches resulting from internet connectivity and/or the environment or systems used by Customer or Customer's Clients to access and use the Services, including without limitation security breaches resulting from hackers, unlawful entry or unauthorized access. Customer is solely responsible to ensure at its own costs any maintenance, testing, backup and support of Customer's Data and Customer's Clients Data that Customer may determine to be appropriate.

- **6.3** Customer may at any time during any Services Period extract from the Services all or part of its Customer Data and Customer's Clients Data; Customer shall perform extraction of its Customer Data and Customer's Clients Data under its own responsibility and costs but at no further charge from Schneider Electric to Customer. Extraction of its Customer Data and Customer's Clients Data by Customer shall not cause its user account to the Services to be deleted unless Section 6.4 applies. Customer's user account shall remain active and the Services shall be continued only with respect to the Customer Data and Customer's Clients Data that Customer shall not have extracted from the Services until the Service Period expires or is earlier terminated. Schneider Electric shall not bear any obligation to ensure that the extracted Customer Data and Customer's Clients Data are available to Customer under any specific format.
  
- **6.4** Customer may at any time during any Services Period make an express written request to Schneider Electric to disable Customer's user account to the Services which Schneider Electric shall do within thirty (30) calendar days from receipt of Customer's request and at no charge to Customer. It shall be Customer's responsibility during the aforesaid thirty (30) calendar day period to perform extraction of its Customer Data and Customer's Clients Data under its own costs but at no further charge from Schneider Electric to Customer, and Schneider Electric shall not bear any obligation to ensure that the extracted Customer Data and Customer's Clients Data are available to Customer under any specific format. Upon expiration of the aforesaid thirty (30) calendar day period, Customer's user account shall be automatically and immediately disabled and the Services shall automatically and immediately be terminated. In consequence of the aforesaid Customer's express request, Schneider Electric shall not have any obligation to archive or return to Customer any Customer Data and Customer's Clients Data contained in the Services and shall not have any liability whatsoever for deleting Customer Data and Customer's Clients Data that would remain contained in the Services.

- **6.5** Schneider Electric shall not disclose Customer Data and Customer's Clients Data to any third party without Customer's prior express consent, unless disclosure of Customer Data and Customer's Clients 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 Services or enforce or defend Schneider Electric's rights under these Terms and Conditions.

## 7. **Personal Information protection**

7.1 Customer'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](http://www.schneider-electric.com), made available to User by Schneider Electric.

7.2. Customer is responsible for any third-party Personal Information that Customer uploads, stores, creates, uses, shares, modifies, deletes or otherwise processes with the Application and/or the Services. Customer 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 and Conditions or under any business transaction performed between Schneider Electric and You in pursuance of the Master Agreement. All rights not explicitly granted to You under these Terms and 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 and 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 CUSTOMER USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE, AND IN ACCORDANCE WITH THE THEN-CURRENT APPLICABLE SERVICES DESCRIPTION AND THE MASTER AGREEMENT.
  
- **9.2** THE CUSTOMER'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 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 THE CUSTOMER TO SCHNEIDER ELECTRIC IN ACCORDANCE WITH AND UNDER SAID APPLICABLE ORDER(S) FOR THE CORRESPONDING UNUSED PORTION OF THE SERVICES PERIOD.

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 CUSTOMER'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS, OR THAT ALL FAILURES OR DEFECTS OF THE SERVICES WILL BE CORRECTED.

THE CUSTOMER 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 CUSTOMER 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 CUSTOMER 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 CUSTOMER'S ACCESS TO OR INABILITY TO ACCESS THE PLATFORM OR THE CUSTOMER'S USE OR INABILITY TO USE THE SERVICES OR ANY MATERIAL, DOCUMENT OR INFORMATION MADE AVAILABLE OR OTHERWISE PROVIDED TO YOU FROM THE CUSTOMER'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 AND CONDITIONS, THE PLATFORM, THE SERVICES OR ANY COMPONENT THEREOF, SHALL BE LIMITED TO AND SHALL IN NO EVENT EXCEED ONE MONTH SERVICE FEE WITHOUT TAX AMOUNT PAYABLE BY YOU UNDER THE MASTER AGREEMENT IN CASE YOU PURCHASED ONLY SUBSCRIPTION OFFER OR THE WITHOUT TAX AMOUNT OF SERVICE FEE PAID BY YOU UNDER THE MASTER AGREEMENT FOR THE LAST TWELVE (12) MONTHS PRIOR TO LIABILITY CLAIM IN CASE YOU PURCHASED A NON SUBSCRIPTION OFFER OR TWENTY-FIVE (25) EUROS IN CASE THE SERVICES ARE PROVIDED TO YOU FREE OF CHARGE.
  
- **10.3** SCHNEIDER ELECTRIC SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS, PENALTY, SURCHARGES, INTEREST OR MONETARY LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER'S ACCESS TO OR INABILITY TO ACCESS THE PLATFORM OR THE CUSTOMER'S USE OR INABILITY TO USE THE SERVICES OR ANY MATERIAL, DOCUMENT OR INFORMATION MADE AVAILABLE OR OTHERWISE PROVIDED TO THE CUSTOMER FROM ITS USE OF THE SERVICES, THAT IS DUE TO (i) THE SUPPLY BY THE CUSTOMER OR ANY THIRD PARTY NOT BEING UNDER CONTROL OF SCHNEIDER ELECTRIC OF INCORRECT OR INCOMPLETE INFORMATION, (ii) THE FAILURE BY THE CUSTOMER 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 CUSTOMER, ITS SUBCONTRACTORS, EMPLOYEES OR ANY OTHER THIRD PARTY BEING UNDER THE CUSTOMER'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 CUSTOMER OR ANY THIRD PARTY FOR THE USE BY THE CUSTOMER OR ANY THIRD PARTY OF ANY CUSTOMER DATA UPLOADED TO OR DOWNLOADED FROM THE PLATFORM OR THE APPLICATION OR CREATED OR MODIFIED IN CONNECTION WITH THE CUSTOMER'S USE OF THE SERVICES, NOR FOR THE CONSEQUENCES OF ANY DECISION, ACT OR OMISSION, SUCH AS BUT NOT LIMITED TO ANY ELECTRICAL ASSEMBLY, INSTALLATION OR MAINTENANCE, THAT THE CUSTOMER OR ANY THIRD PARTY MAY MAKE ON BASIS OF ANY CUSTOMER DATA.
- **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 Customer Data or Customer's Clients Data; (ii) any breach by You of any of Your obligations under these Terms and 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 Customer Data or Customer's Clients 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 Customer Data or Customer's Clients Data), designs, specifications, instructions, software, service, data, hardware or material furnished by Customer or otherwise used or uploaded by Customer 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.
- **11.3** To the extent permitted by law, Schneider Electric will have no liability to the Customer under Section 11.2. of these Terms and Conditions for any IP Claim that arises out of: (i) any Customer Data or Customer's Clients Data; (ii) any breach by You of any of Your obligations under these Terms and 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 Customer Data or Customer's Clients 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 Customer after notice by Schneider Electric or any appropriate authority to the Customer 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 Customer to link to, transmit Customer Data or Customer's Clients Data to, indicate the web address of or otherwise access to, third parties' websites or third parties' content, products, services or information, the Customer 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 Customer's acceptance of these Terms and Conditions is valid for the duration of the applicable Services Period specified in the Master Agreement, including any renewals thereof, and shall expire upon expiration date of the Services Period.

**13.2** Without prejudice to any other rights and remedies it may have under these Terms and 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 Customer if:

- i. in Schneider Electric's reasonable judgment, 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 Customer any information required to enable Schneider Electric to perform the Services; or
- iii. if any sum payable by Customer to Schneider Electric under the Master Agreement is in arrears for more than thirty (30) calendar days after the due date; or
- iv. the Customer violates the terms of these Terms and Conditions and/or any documents expressly incorporated herein; or
- v. the Customer has otherwise breached or failed to comply with any of its obligations under the Master Agreement 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 Master Agreement is terminated.

In any such event of suspension of the Services, the Customer 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 Customer complying with such requirements as Schneider Electric may reasonably specify in its suspension notice to Customer.

Further, if the Customer 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 Customer of any kind; termination of the Services by Schneider Electric shall be achieved by disabling Customer's user account or any other technical means Schneider Electric shall reasonable determine to disable Customer's access to the Platform.

**13.3** At any time before the effective date of expiration or termination of Services in accordance with Sections 13.1 and 13.2, it shall be Customer's responsibility to perform extraction of its Customer Data and Customer's Clients Data under its own costs but at no further charge from Schneider Electric to Customer, and Schneider Electric shall not bear any obligation to ensure that the extracted Customer Data and Customer's Clients Data are available to Customer under any specific format or to archive or return to Customer any Customer Data and Customer's Clients Data contained in the Services. Customer agrees

that, upon the effective date of expiration or termination of Services, Schneider Electric shall be fully and automatically entitled to delete any Customer Data and Customer's Clients Data which would then remain in the Services without any additional obligation on Schneider Electric to continue to hold, archive, extract or return any such remaining Customer Data and Customer's Clients Data and without any liability whatsoever for deletion of the same pursuant to these Terms and Conditions.

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

**13.5** Without prejudice to Sections 13.3 and 13.4, Schneider Electric may retain one archival copy of whole or part of Customer Data and Customer's Clients Data upon the effective date of expiration or termination of Services, in the case such retention of Customer Data and Customer's Clients 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 of the Services or (iii) to enforce or defend Schneider Electric's rights under these Terms and Conditions.

**13.6** Provisions that survive expiration of the Service Period or termination of the Services are those relating to limitation of liability, disclaimers, indemnity, payment and others which by their nature are intended to survive.

## **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.
- **14.3** Should you access to the Platform and use the Services by your connection to the website of any Schneider Electric Affiliate in any country, Schneider Electric makes no representation, nor provides any warranty nor shall bear any liability, that all features of the Platform and the Services are accessible, available or appropriate to all current or potential customers (including You) in any other country.

## 15. Miscellaneous

**15.1** Your rights or obligations under these Terms and 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 and 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 Customer agrees that no partnership, joint venture, or agency relationship exists or is created by these Terms and

Conditions between Schneider Electric and the Customer. Neither Schneider Electric nor the Customer 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 and Conditions. These Terms and Conditions shall not be construed to confer any rights or remedies to any third party.

**15.4** These Terms and Conditions constitute the entire agreement between Schneider Electric and the Customer in relation to the Customer'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 Customer agrees to waive to apply any of its own terms of purchase of services or equivalent documents to the subject matter of these Terms and Conditions.

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

**15.6** All notices sent pursuant to these Terms and Conditions shall be in writing. Notices of a general purpose related to the Platform and/or the Services by Schneider Electric to all Customers 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 and Conditions shall not be construed as a waiver by Schneider Electric of any right to enforce these Terms and Conditions, nor shall any course of conduct between Schneider Electric and the Customer or any third party be deemed to modify any provision of these Terms and Conditions.

**15.8** Headings in these Terms and 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-sections 2.4 and 2.5 of Section 2 "Access to and termination of the Services", 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", Section 14 "International usage of the Services" and Section 16 "Applicable law and attribution of jurisdiction" of these Terms and Conditions shall survive termination of these Terms and 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 and 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 and Conditions at any time. Any such amendment, addition or removal to these Terms and Conditions will be posted by Schneider Electric on the Platform. It is the Customer's responsibility to check these Terms and Conditions prior to each use of the Services. The Customer's continued use of the Services after any amendment, addition or removal to these Terms and Conditions is posted on the Platform by Schneider Electric, shall be deemed as the Customer's acceptance and agreement to the changed Terms and Conditions. Changes to these Terms and 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 and 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 and 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 and 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 the Master Agreement, 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 and Conditions and the Services shall be governed by and construed in accordance with the laws of France, to the exclusion of its conflict of law rules.

**16.2** Any dispute between Schneider Electric and the Customer arising out or in connection with these Terms and Conditions and/or and the Services shall in all cases be finally settled, according to the law governing these Terms and Conditions as defined above, by the competent courts located in France, connection with any suit, action or other proceeding concerning the interpretation or operation of this Agreement.

**16.3** The Customer acknowledges and accepts that Schneider Electric will be irreparably damaged (and damages at law may be an inadequate remedy) if Customer breaches any provision of these Terms and Conditions and such provision is not specifically enforced. Therefore, in the event of a breach or threatened breach by the Customer of these Terms and Conditions, Schneider Electric shall be entitled, in addition to all other rights or remedies, to (a) an injunction or other injunctive relief restraining such breach, without being required to show any actual damage or to post an injunction or other bond, and/or (b) a decree for specific performance of the applicable provision of these Terms and 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 Customer will use the Services, on either federal or state level when applicable.