

END-USER LICENSE AGREEMENT
Light ARchitect™ MOBILE APPLICATION

Last Revised Date: August 23, 2019

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IMPORTANT, PLEASE READ THIS AGREEMENT BEFORE REGISTERING, ACCESSING OR USING THE MOBILE APPLICATION. THIS AGREEMENT IS A BINDING LEGAL CONTRACT BETWEEN YOU (IF REGISTERING AS AN INDIVIDUAL) AND/OR THE ENTITY YOU REPRESENT (IF REGISTERING AS A BUSINESS) (“YOU” OR “YOUR”) AND EATON, TOGETHER WITH ITS AFFILIATES, ENTITIES, AND SUBSIDIARIES. BY CLICKING THE “ACCEPT” BUTTON BELOW, OR BY ACCESSING OR USING THE MOBILE APPLICATION, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. YOUR RIGHT TO USE THE MOBILE APPLICATION IS LIMITED BY APPLICABLE LAWS.

IF YOU DO NOT ACCEPT THE TERMS IN THIS AGREEMENT, DO NOT CLICK THE “I HAVE READ AND UNDERSTAND THIS AGREEMENT” CHECKBOX AND THE “CONTINUE” BUTTON AND DO NOT REGISTER, ACCESS OR USE THE MOBILE APPLICATION IN ANY WAY.

Mobile Application. The Light ARchitect mobile application uses augmented reality to allow a user to display various Eaton products and performance properties (light distributions, acoustic performance, etc.) through the display on their mobile device using the mobile device’s camera. Augmented product models, calculation of lighting parameters, and estimation of reverberation reduction within the app are intended for general information purposes only. Although efforts were made to make the visualization and the numbers as accurate as possible, these are approximate representations of the real products and their performance characteristics. Eaton does not warrant or incur any liability for loss or damage including without limitation due to any mis-interpretation or inaccuracy of the information conveyed in the product or performance rendering displayed on this mobile application. Please contact your Eaton representative or the relevant product page on Eaton’s website for published product criteria and performance specification.

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Restrictions. You are not allowed to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile Application, or any updates or upgrades, or any part thereof. You may not use any part of the source code of the

Mobile Application to create any independent data files, databases, compendiums or any other reference materials. If you breach these restrictions, you may be subject to prosecution and damages. The Mobile Application is intended for adults, and by accessing the Mobile Application, you represent that you are a legal adult.

Prohibited Conduct. In connection with your access to and/or use of the Mobile Application, you agree not to:

- Violate any laws or regulations.
- Make attempts to defeat or circumvent security features, or to use the Mobile Application for any purpose other than its intended purposes.
- Engage in any behavior that is designed to gain unauthorized access to protected areas of the Mobile Application and/or Eaton's, or its third party vendors' or partners', computers, servers or networks, and/or any computers or systems used by other users of the Mobile Application.
- Make unauthorized attempts to modify any information stored in the Mobile Application.
- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Mobile Application.
- Provide false or misleading information when signing up for a Mobile Application account or otherwise upload/post any false or misleading information or content through the Mobile Application.
- Upload/post anything that could destroy, damage, or impair any portion of the Mobile Application or any computers, systems, hardware, or software used by Eaton, You, or other users.
- Upload/post anything that imposes an unreasonable strain on Eaton's network or computer infrastructure.
- Upload/post any unsolicited or unauthorized advertising, promotional materials, spam emails, chain letters, pyramid schemes, or any other form of such solicitations.
- Use of the Mobile Application in such a way as to violate the privacy rights of third parties, trespass, or facilitate false association or advertising through the use of trick photography or fake videos, or capture explicit content, pornographic, or lewd or lascivious actions or in furtherance of any criminal behavior.

The previous list of prohibitions is not exclusive or exhaustive.

Updates. Eaton may update or upgrade the Mobile Application at any time. Certain functions of the Mobile Application may be modified or discontinued as a result of any such updates or upgrades. If Eaton elects to provide maintenance or support of any kind, Eaton may terminate that maintenance or support at any time without notice to you. The terms and conditions of this Agreement shall govern any upgrades or updates provided by Eaton that replace and/or supplement the original Mobile Application, unless such upgrade is accompanied by, or references, a separate license agreement in which case the terms of that license agreement shall govern.

Events Outside of Eaton's Control. Eaton will not be liable or responsible for any failure to perform, or delay in performance of, any of Eaton's obligations under this Agreement that is caused by any act or event beyond Eaton's reasonable control, including but not limited to, acts of God, failure of public or private telecommunications networks, changes in law or regulation, or any other force majeure event or circumstance, whether or not foreseeable.

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TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EATON OR THE AFOREMENTIONED PARTIES, REGARDLESS OF THE TYPE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF \$100.00 OR THE AMOUNT THE AUTHORIZED PARTY PAID TO EATON AND/OR THE AFOREMENTIONED PARTIES FOR THE APPLICABLE GOODS OR SERVICES, INCLUDING THE MOBILE APPLICATION, OUT OF WHICH THE LIABILITY AROSE.

Indemnification. You agree to indemnify, defend, and hold harmless Eaton, including its officers, directors, employees, affiliates, subsidiaries, agents, licensors, representatives, attorneys, business partners, and respective successors and assigns ("**Indemnified Parties**") from and against any and

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By accepting this Agreement, you waive and hold harmless Eaton from any claims resulting from any action taken by Eaton during or as a result of Eaton's investigation and/or from any actions taken as a consequence of investigations by either Eaton or law enforcement related to your use of the Mobile Application.

Amendments to this Agreement. Eaton may modify, add or remove any of the terms and conditions of this Agreement at its sole discretion at any time without prior notice. Your continued use of the Mobile Application after such modifications are made to the Agreement will mean that you accept and agree to be bound by and comply with such changes and updates.

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

Registration. You may need to register the Mobile Application. If so, you may set up a valid account with a username and password ("Credentials"). You are responsible for maintaining the confidentiality of your Credentials, and for ensuring that each password is only used by you or your designee granted access to the Mobile Application on your behalf. You are liable for all transactions and other activities carried out under your Credentials. You agree to promptly change your password if any password is lost, stolen, disclosed to an unauthorized party, or otherwise may have been compromised. You agree to immediately notify Eaton of any unauthorized use of your account or any other breach of security in relation to the Mobile Application known to you.

Privacy Policy. Your registration, access and use of the Mobile Application is governed by the Privacy Policy located [here](#). The Light ARchitect™ Privacy Policy is hereby fully incorporated by this reference into this Agreement.]

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Termination or Suspension. This Agreement is effective for an unlimited duration unless and until terminated as set forth herein. Eaton reserves the right to terminate your access to the Mobile Application for any violation of this Agreement, and in those circumstances, all rights under the license granted shall terminate automatically without notice from Eaton. If Eaton suspends or terminates your account under this Agreement, you acknowledge that all information and content associated with such account will no longer be available to you. Upon termination of this Agreement, you shall cease all use of the Mobile Application, and erase or otherwise destroy all copies, full or partial, thereof. Any provision of this Agreement which by its nature must survive the termination of this Agreement to give effect to its meaning shall survive such termination.

Miscellaneous. If any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. No failure or delay by Eaton or its affiliates to exercise any right or enforce any obligation shall impair or be construed as a waiver or ongoing waiver of that or any other right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed by the party waiving rights. No provisions in purchase orders, or in any other business forms employed by you, will supersede the terms and conditions of this Agreement.

Export Rules and U.S. Government Restricted Rights. You agree not to provide access to or use of the Mobile Application to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, or to anyone on the U.S. Treasury Department's list of Specially Designated National or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted parties lists by the United States government. Further, you will not ship, transfer or export the Mobile Application into any country or use the Mobile Application in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "**Export Laws**"). In addition, if the Mobile Application is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving access to or using the Mobile Application. All rights to access and use of the Mobile Application are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

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Compliance with License and Laws. You shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to you under this Agreement. If any part of this Agreement is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this Agreement shall remain in full force and effect and shall be enforced to fullest extent permitted by law.

Governing Law and Interpretation. To the extent not prohibited by law, you agree that this Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Ohio applicable to contracts wholly made and to be performed within the State of Ohio, and to irrevocably submit to the sole and exclusive jurisdiction of the courts of Ohio or the Federal courts of the Northern District of Ohio, and to irrevocably consent to the exercise of personal jurisdiction by such courts and waive any right to plead, claim or allege that Ohio is an inconvenient forum.

Agreement. This Agreement constitutes the entire agreement between you and Eaton regarding the use of the Mobile Application and supersedes any prior or contemporaneous understandings and agreements between you and Eaton related to its subject matter.

If you have any questions regarding this Agreement, you may contact Eaton at:

Eaton

Attn: Law Department

1000 Eaton Boulevard

Mail Code 4N

Cleveland, OH 44122

Email: cyberlawteam@eaton.com

Eaton

Attn: Global Data Protection and Privacy Office

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