

BRIGHTLAYER TERMS OF SERVICES

CAREFULLY READ THESE BRIGHTLAYER TERMS OF SERVICE. BY CLICKING THE "I ACCEPT" OR "ACCEPT" BUTTON, OR BY ACCESSING AND USING THE BRIGHTLAYER SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THESE TERMS OF SERVICE ON BEHALF OF YOUR ORGANIZATION. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT CLICK THE "I ACCEPT" BUTTON OR OTHERWISE USE THE BRIGHTLAYER SERVICES. THESE TERMS OF SERVICE DO NOT APPLY TO THE PURCHASE, DELIVERY, OR OTHER MAINTENANCE OR SUPPORT SERVICES FOR EATON PRODUCTS WHICH SHALL BE GOVERNED BY THE TERMS OF YOUR SEPARATE PURCHASE AGREEMENT FOR SUCH EATON PRODUCTS.

These Terms of Service govern Your use of the Brightlayer Services however acquired, including via an authorized distributor or reseller of Eaton. These Terms of Service are by and between Eaton Corporation ("Licenser" or "Eaton"), and the entity (corporation, limited liability company, limited partnership, etc.) entering into these Terms of Service with Eaton ("You," "Customer" or "Licensee"). If You acquired the Brightlayer Services through an Eaton reseller or distributor, these Terms of Service are by and between You and Eaton Corporation.

1. Definitions. Terms not otherwise defined herein shall have the following meanings:

"Access Credentials" means the user identification name and password and/or other access keys or controls for the Brightlayer Services.

"Applicable Data Protection Law" means all applicable laws and regulations relating to the privacy, confidentiality, security or protection of Personal Data, including, without limitation, the European Union General Data Protection Regulation and the California Consumer Privacy Act.

"Authorized Users" means individuals authorized by You to use the Brightlayer Services solely on your behalf, which may include, employees, temporary employees, and contractors but no other third parties without Eaton's prior written consent.

"Brightlayer Services" means the Eaton Brightlayer internet-based platform that is designed to be used in connection with the Eaton Products to provide Authorized Users with product consumption and maintenance information collected and transmitted to Eaton through Eaton Devices. Eaton hosts and provides the infrastructure necessary to host and operate the Brightlayer Services including all hardware, software, applications, data storage, and infrastructure. The Brightlayer Services also include the Documentation associated with the Brightlayer Services.

"Customer Data" means any information transmitted to the Brightlayer Services via the Eaton Devices or otherwise uploaded or stored to the Brightlayer Services by your Authorized Users including information necessary to set-up Customer's account. Customer Data collected from the Eaton Devices includes operational information about the Eaton Products such as energy or product usage and consumption, warranty status, suggested maintenance and repair, usage recommendations and other information.

"Documentation" means user manuals, online help files, technical manuals, and other materials published by Eaton which describe the Brightlayer Services and its uses, features, specifications, and/or technical requirements.

"Eaton Devices" means internet-connected devices and sensors provided by Eaton that seamlessly collect and transmit information regarding Eaton Products to the Brightlayer Services. These Terms of Service do not govern the purchase, delivery, maintenance or support services for the Eaton Products or Eaton Devices.

"Eaton Products" means the specific Eaton products identified in the Order Form that are monitored by the Eaton Devices and for which the Brightlayer Services provide product usage and consumption information.

"Malicious Code" means (i) any code, program, or sub-program the knowing or intended purpose or effect of which is to damage or maliciously interfere with the operation of a computer system containing the code, program or sub-program, or to halt, disable, or interfere with the operation of the software, code, program, or sub-program, itself, or (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of any software or system containing the code.

"Order Form" means the quote or order form that sets forth the specific Brightlayer Services that You are subscribing to, together with all other pertinent details of your subscription including, but not limited to: the applicable Eaton Product(s), Subscription Term, permitted numbers of Authorized Users, pricing, and any other terms or restrictions.

"Personal Data" means any information provided by You to Eaton, or otherwise Processed by Eaton on Your behalf that identifies, either alone or in combination with other information, an individual or from which identification or contact information of an individual can be derived.

"Process, Processing, and Processed" means any operation or set of operations that is performed upon Personal Data or Processed Data, whether or not by automatic means, including, but not limited to, collection, recording,

organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deletion, erasure, or destruction.

“Processed Data” means all information that is collected by Eaton, or to which Eaton has access that relates to You and Your Authorized Users’ use of the Brightlayer Services or Eaton Products. Processed Data includes, but is not limited to, Customer Data and the results generated through use of the Brightlayer Services. Except in relation to the provision of the Brightlayer Services to You, any use of Processed Data will be masked or aggregated by Eaton so that You and Your Authorized Users are not identified as the original provider of such data.

“Subscription Term” means the length of Your subscription as set forth in the Order Form.

“Updates” means the release by Eaton of bug fixes, patches, error corrections, workarounds, and other enhancements to the Brightlayer Services during the Subscription Term. Updates shall be considered “Brightlayer Services” governed by these Terms of Service. Updates exclude new products for which Eaton generally charges a separate license fee or upgrade fee.

2. License Grant. Eaton hereby grants to You and Your Authorized Users, a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Brightlayer Services for Your internal business purposes in connection with your use of Eaton Products during the Subscription Term, subject to the terms of Your Order Form, the Documentation, and these Terms of Service. All rights not expressly granted to You are reserved to Eaton.

3. Usage Restrictions. In addition to any other limitations set forth herein and in the Order Form, you agree (i) not to copy, download, modify or translate any software and/or database hosted as part of the Brightlayer Services in any manner not authorized by these Terms of Service; (ii) not to reverse engineer, decompile, or disassemble any software and/or database hosted as part of the Brightlayer Services, or otherwise attempt to discover the underlying source code of the Brightlayer Services; (iii) not to tamper with, bypass or alter the security features of the Brightlayer Services or any of the hosted infrastructure, (iv) not to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Brightlayer Services or any features or functionality of the Brightlayer Services to any person or entity other than Your Authorized Users, or use the Brightlayer Services to run an outsourcing business; (v) not to use the Brightlayer Services or Documentation in violation of any law, regulation, or rule including for any illegal, obscene or threatening purpose; and (vi) not to use the Brightlayer Services or Documentation for purposes of competitive analysis, the development of a competing software product or service, or any purpose that is detrimental to Eaton or to its commercial disadvantage.

4. Your Obligations; Customer Data.

4.1 Only Authorized Users may use the Brightlayer Services and solely for Your internal business purposes. All use of the Brightlayer Services by Your Authorized Users must comply with these Terms of Service. Your Authorized Users will be granted access to the Brightlayer Services through individual usernames and passwords. You will ensure that each Authorized User uses a unique username and password and that such usernames and passwords are not shared. You shall promptly notify Eaton if any Authorized User’s username or password has been or is suspected of being lost, stolen or compromised. You are liable for, and shall indemnify and hold Eaton and its officers, directors, employees, affiliates and agents harmless from any damages, claims or expenses arising from Your or Your Authorized Users’ breach of these Terms of Service (including the entirety of this Section 4 and any terms incorporated by reference into these Terms of Service) and for any use of the Brightlayer Services through Your Access Credentials. You shall implement appropriate security measures to safeguard Your Access Credentials.

4.2 You must maintain all hardware, software and network connectivity needed to connect to the Brightlayer Services, including but not limited to the minimum (system) requirements set forth in the Documentation, if any.

4.3 These Terms of Service govern Eaton’s collection and usage of Customer Data. You acknowledge and agree that Eaton may use the Customer Data including any Processed Data to provide the Brightlayer Services to You and as otherwise set forth in these Term of Service and in the Eaton Privacy Policy viewable at: [INSERT URL TO BRIGHTLAYER PRIVACY POLICY]. By submitting or transmitting Customer Data to the Brightlayer Services, You represent and warrant that You are the owner of, and have all necessary right and permissions in the Customer Data to permit Eaton to use the same in accordance with these Terms of Service without violating the rights of any third party.

4.4 For any EU Customers: You acknowledge and agree that Eaton or its subprocessors may transfer Personal Data outside of the EU for the purpose of providing the Bight Layer Services and fulfilling Eaton’s obligations to You under these Terms of Service. Eaton and its subprocessors will implement and maintain appropriate safeguards for the transfer of the Personal Data in accordance with Applicable Data Protection Law, which may include executing appropriate contractual clauses based on and conforming to the EU model clauses. 4.5 You agree to implement commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code in the Brightlayer Services.

4.6 You will reasonably cooperate with any investigations or audits by Eaton into service outages, security problems, connectivity issues with the Eaton Devices, and/or suspected breaches of these Terms of Service. You will not seek to block or otherwise interfere with such investigations or audits. You agree to allow Eaton access to Your premises, computers (including, but not limited to, hardware, software and network Brightlayer Services) and personnel at all reasonable times for the purposes set forth in this Section 4.6.

5. Eaton Security. Eaton shall implement and maintain appropriate technical, physical and organizational controls to secure the Brightlayer Services and to protect the security, confidentiality and integrity of the Customer Data. Eaton will also implement and maintain industry standard anti-virus and encryption software to prevent the introduction and proliferation of Malicious Code into the Brightlayer Services.

6. Intellectual Property Rights.

6.1 The Brightlayer Services and associated software and databases are owned by Eaton (and its licensors) and are protected by applicable intellectual property laws and regulations, including United States and international copyright laws. As between the parties hereto, Eaton retains all right, title and interest in and to the Brightlayer Services and any derivative works that are created and/or developed based, in whole or in part, on access to and use of the Brightlayer Services. Nothing herein shall operate to transfer or convey to You any rights in the Brightlayer Services and/or software or databases hosted as part of the Brightlayer Services. You agree to promptly notify Eaton if You become aware of, or suspect any unauthorized, access, use or misuse of the Brightlayer Services. Similarly, You retain all right, title and interest in and to Your Customer Data. To the extent You provide Eaton with any feedback, ideas, or technical improvement suggestions about the Brightlayer Services ("Feedback"), You acknowledge and agree that Eaton will be the owner of all such Feedback and may use and incorporate the Feedback into the Brightlayer Services without compensation or attribution to You. Further, You acknowledge and agree that Eaton shall have the right to anonymize and aggregate Processed Data and use it for Eaton's own purposes including to analyze trends, perform market research, to improve the Brightlayer Services, and to develop other products and technologies and that Eaton will own all such anonymized Processed Data.

6.2 All trademarks on or related to the Brightlayer Services are the sole and exclusive property of Eaton and are protected by US and international trademark laws. Nothing in these Terms of Service shall give You any right, title, or interest in or to Eaton's trademarks, nor give You any right to use Eaton's trademarks for any purpose without the prior written approval of Eaton. You agree that You will do nothing inconsistent with Eaton's ownership of its trademarks and will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to any of Eaton's trademarks.

7. Confidentiality

7.1 Each party, as a recipient ("Recipient"), agrees to use the disclosing party's ("Discloser") Confidential Information solely for the purposes of performing its obligations or exercising its rights under these Terms of Service. Recipient will not disclose Discloser's Confidential Information to any third party other than its Authorized Recipients. As used herein, "Authorized Recipients" are a party's and its affiliates' officers, employees, agents and consultants who require access to the Confidential Information for the purpose set forth in these Terms of Service and who are bound by confidentiality obligations at least as stringent as those set forth herein. Recipient shall use commercially reasonable standards to protect the Confidential Information from disclosure using equal measures as it uses to protect its own Confidential Information of a similar nature.

7.2 The obligations set forth in this Section 7 shall survive until five (5) years from the termination or expiration of these Terms of Service except with regard to trade secret information which shall be protected for the statutory period, and Personal Data which shall be protected for so long as in Recipient's possession.

7.3 "Confidential Information" refers to any proprietary information, software, data or know-how of the Discloser that is disclosed under these Terms of Service which is marked as confidential, or which a reasonable person would understand to be confidential based on the context of the disclosure or the nature of the information. For purposes of clarification, the Brightlayer Services and Documentation shall be Eaton's Confidential Information and the Customer Data shall be Your Confidential Information except to the extent that it has been anonymized and aggregated by Eaton and is no longer be attributable to You or any Authorized User. Confidential Information does not include information which the Recipient may demonstrate through written evidence: (i) was already known to the Recipient prior to the time that it was disclosed by the Discloser; (ii) is or has entered the public domain through no breach of these Terms of Service by Recipient; (iii) has rightfully been received by Recipient from a third party without any breach of these Terms of Service; (iv) was approved for release by the written consent of the Discloser; (v) was independently developed by the Recipient without use of the Discloser's Confidential Information; or (vi) was required to be disclosed pursuant to the order of a court or governmental agency of competent jurisdiction provided that the Discloser has, if permitted by law, been given reasonable notice of the order and the opportunity to contest the disclosure and any such disclosure is limited strictly to the Confidential Information which is the subject of such order.

8. Term & Termination; Suspension.

8.1 Term. These Terms of Service shall continue in full force and effect for the Subscription Term. You may terminate these Terms of Service as set forth in the Order Form or as otherwise described herein.

8.2 Termination or Suspension. Eaton may, at its option, terminate these Terms of Service for cause or suspend the Brightlayer Services if: (i) Eaton reasonably believes that the Brightlayer Services are being used in violation of law or the terms of these Terms of Service; (ii) Your use of the Brightlayer Services interferes with the normal operations of the Brightlayer Services or other customer's use of the same; (iii) there is an attack on the Brightlayer Services or Your server(s), Your server is accessed or manipulated by a third party without Your consent, or there is another event for which Eaton reasonably believes suspension of the Brightlayer Services is necessary to protect the Eaton network or Eaton's other customers; (iv) Your payment of any invoiced amount is overdue and You fail to pay the overdue amount within ten (10) days of Eaton's written notice; (v) You breach any obligation relating to Eaton's (or its suppliers') intellectual property rights; or (vi) You materially fail to comply with any other provision of these Terms of Service and do not remedy that failure within fifteen (15) days of Eaton's notice to You describing the failure in reasonable detail. Eaton will endeavor to give You advance notice of pending suspension or termination under this Section of at least twelve (12) hours unless Eaton determines, in Eaton's reasonable commercial judgment, that a suspension on no or shorter notice is necessary to protect Eaton, its customers, or others. You may terminate this Agreement for Eaton's material breach which remains uncured after the giving by You of not less than thirty (30) days' prior written notice of the breach to Eaton.

8.3 Effect of Termination. Upon termination of these Terms of Service: (i) You will cease using the Brightlayer Services; (ii) each party shall use commercially reasonable efforts to return to destroy all Confidential Information in accordance with Section 8; and (iii) You will permanently delete from any hardware and storage device all downloads and backup copies of any Eaton information obtained from the Brightlayer Services. Upon request, You agree to provide Eaton with written certification by an authorized officer that all information from the Brightlayer Services has been removed and deleted from all of Your hardware and storage devices. Termination of these Terms of Service will not relieve a party from any accrued payment obligations. Eaton will not be liable to You for any claims or damages of any kind arising out of termination of these Terms of Service or suspension of Brightlayer Services in accordance with this Section 8.

9. Fees and Payment Terms.

9.1 Fees. Fees for the Brightlayer Services are payable as set forth in the Order Form ("Fees"). Eaton may increase the Fees for any renewal term by providing You with notice of the impending increase in fees not less than sixty (60) days prior to the commencement of such renewal term and the resulting increase in fees. Your continued receipt of the Brightlayer Services following such a fee increase will be considered acceptance of the fee increase. In the event that You do not agree to an increase in Fees, Your sole remedy will be to terminate these Terms of Service effective as of the date of the renewal increase upon no less than thirty (30) days' written notice to Eaton.

9.2 Invoices. Invoices are due within thirty (30) days of receipt of the applicable invoice. Eaton may suspend the Brightlayer Services or terminate these Terms of Service for non-payment by You, as set forth in Section 8. You will pay a late fee equal to one-and-one-half percent (1.5%) per month or the maximum amount allowed by law, if less, on all past due amounts. You are also liable for all costs of collection incurred by Eaton for past due sums, including without limitation, collection agency fees, reasonable attorneys' fees and court costs.

9.3 Taxes. You are responsible for the payment of all applicable local and federal sales, use, value added, personal property or other taxes and duties which may be levied or assessed in connection with Your use of the Brightlayer Services (excluding any taxes based on Eaton's net income or property). If Eaton is required by law to collect taxes on the provision of the Brightlayer Services to You, You must pay Eaton the amount of the tax that is due or provide Eaton with satisfactory evidence of Your exemption from the tax.

10. Support Services.

Throughout the Subscription Term, Eaton shall provide Support Services to You as provided in this Section 10. Eaton shall provide and install Updates on an as-needed basis to maintain the Brightlayer Services in conformance with its Documentation. All Updates shall be released in a manner designed to minimize any disruption to Your business. In addition to the release of Updates, Eaton shall also provide reasonable amounts of telephonic and/or email-based technical support for the Brightlayer Services during Eaton's normal business hours of 8:00 a.m. to 5:00 p.m., Eastern time, Mon-Fri, excluding U.S. holidays. Eaton's telephone number for telephonic support is: (877) 386-2283, Option 9 and its email address for email-based technical support is: BLSupport@eaton.com. This Agreement does not include any onsite Software Support services. If onsite support is required to be performed by an Eaton authorized representative, additional charges, including but not limited to, hourly labor, travel, meals, lodging, and related expenses shall apply.

11. Representations and Warranties; Disclaimers.

11.1 Eaton warrants that: (a) the Brightlayer Services will substantially perform in accordance with applicable Documentation; (b) it will use commercially reasonable efforts, in accordance with industry standard practices, to protect the Brightlayer Services from the introduction of Malicious Code; and (c) it will perform the Support Services in a professional and workmanlike manner in accordance with applicable industry standards. You shall notify Eaton of any non-compliance with the foregoing warranties within thirty (30) days after the event giving rise to the breach of warranty occurs. Upon receipt of a timely breach of warranty claim, as Your sole and exclusive remedy and Eaton's sole obligation for a breach of the warranties in this Section 11.1, Eaton shall use commercially reasonable efforts to repair or replace any Brightlayer Services or reperform any Support Services that do not conform with the foregoing warranties.

11.2 EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EATON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND LACK OF NEGLIGENCE. EATON DOES NOT REPRESENT THAT THE BRIGHTLAYER SERVICES WILL BE COMPLETELY SECURE OR WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF, OR ACCESS TO, THE BRIGHTLAYER SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE BRIGHTLAYER SERVICES WILL BE CORRECTED.

12. LIMITED LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EATON BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST DATA, RELATING TO THE BRIGHTLAYER SERVICES OR THE PROVISION OR FAILURE TO PROVIDE THE BRIGHTLAYER SERVICES OR SUPPORT THEREFOR, WHETHER OR NOT DUE TO EATON'S NEGLIGENCE. EATON'S TOTAL, AGGREGATE LIABILITY FOR ANY DAMAGES OR CLAIMS ARISING UNDER THIS AGREEMENT OR RELATED TO THE BRIGHTLAYER SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR ACCESS TO THE BRIGHTLAYER SERVICES UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTH PERIOD BEFORE THE CLAIM AROSE. THE FOREGOING LIMITATIONS AND DISCLAIMERS APPLY TO DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification.

13.1 Eaton will indemnify, defend and hold You and Your Authorized Users harmless against any losses, damages, expenses or liabilities arising from claims that Your use of the Brightlayer Services infringes or misappropriates the intellectual property rights of a third party; *provided that*, Eaton shall not be required to indemnify You to the extent that the claim was caused by Your use of the Brightlayer Services in violation of these Terms of Service or due to Your unauthorized modifications or combinations of the Brightlayer Services with and into other technologies or services without Eaton's written consent. If Eaton is obligated to indemnify You under this Section 13 or if it reasonably believes it may have liability under this Section 13, Eaton may, in addition to its other obligations hereunder: (a) obtain for You the right to continue using the Brightlayer Services on a non-infringing basis; or (b) modify the Brightlayer Services so they are no longer infringing but of equivalent or better functionality, performance and interoperability. If neither of the foregoing options are commercially feasible, Eaton may discontinue the provisioning of the Brightlayer Services; *provided that*, it will issue You a pro rata refund or credit for any prepaid fees with regard to periods after termination.

13.2 You must give Eaton prompt written notice of any claim for indemnification under this Section 13; *provided that*, the failure or delay in doing so will not excuse Eaton of its indemnification obligations except to the extent its ability to defend the claim is materially prejudiced by such failure or delay. Eaton shall thereafter have the sole right to control the investigation, defense, and settlement of the claim at its sole cost and expense. You may retain counsel to represent You on a non-controlling basis at Your own cost and expense. You shall reasonably cooperate with Eaton in the investigation, trial and defense of such claim and any appeal arising therefrom at Eaton's expense. Eaton shall not enter into any settlement that involves a remedy other than the payment of money by Eaton without Your consent, not to be unreasonably withheld.

14. Export Regulation. You agree to abide by and to conform to any and all export regulations in force during these Terms of Service that are applicable to You or the Brightlayer Services provided, including but not limited to any export rules and regulations of the United States of America. You understand that these regulations may prohibit the export or re-export of Documentation, and any information or technical data related to the Brightlayer Services.

The Brightlayer Services and the underlying information and technology may not be accessed, downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Sudan, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

15. Modifications. Eaton reserves the right to change or modify the terms of these Terms of Service upon written notice to You. All such changes will: (a) be applied prospectively; and (b) will apply to all similarly situated users of the Brightlayer Services. If any changes to these Terms of Service are unacceptable to You, You may terminate your access to the Brightlayer Services by providing ten (10) days' written notice of termination to Eaton, delivered at any time within thirty (30) days of the effective date of the change. Continued use of the Brightlayer Services following the effective date of any changes constitutes Your acceptance of the changes but does not affect the foregoing right of termination. For purpose of this Section 15, the posting of an updated copy of these Terms of Service to the Brightlayer Services shall constitute written notice of the change(s) to these Terms of Service.

16. Miscellaneous.

16.1 Except as otherwise provided herein, notices under these Terms of Service will be deemed to be sufficiently given, effective on the date received, when delivered personally or by overnight express, or nationally recognized courier services, or three (3) business days after mailing when sent by certified or registered mail, postage prepaid. Notice required to be given to You hereunder will be sent to the address specified in the Order Form at the attention of Your designated contact person. Notice required to be given to Eaton should be sent to Your designated Eaton Sales Representative with a copy to Eaton at the address provided in the Order Form.

16.2 The Order Form together with these Terms of Service and any other terms and conditions incorporated into these Terms of Service by reference constitutes the complete agreement between Eaton and You regarding use of the Brightlayer Services and supersedes all previous communications between the parties relating to the subject matter herein.

16.3 You may not assign these Terms of Service or the license granted hereunder without Eaton's prior written consent. Eaton's failure to enforce any rights hereunder, irrespective of the length of time for which such failure continues, shall not constitute a waiver of those or any other rights.

16.4 These Terms of Services shall be governed by the laws of the State of Ohio without reference to its conflicts of law principles. Each party hereby consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cuyahoga County, Ohio. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to these Terms of Service. The parties agree that any claim arising out of or related to these Terms of Service must be brought within one (1) year after the date it first accrued.

16.5 Portions of the Brightlayer Services may utilize or include third party software, open source software, and other copyrighted material. Information for such third party or open source software will be available via a link accessible within the Brightlayer Services. Use of such third party or open source software is governed exclusively by their respective terms and not by these Terms of Service.

16.6 Except for payment obligations, neither party shall be held responsible for any delay or failure in its performance to the extent that such delay or failure is caused by causes beyond its reasonable control.

16.7 If any part of these Terms of Service is found unenforceable by a court of competent jurisdiction, such provision(s) will be ineffective to the extent of the court's ruling and the remainder of these Terms of Service will remain in full force and effect. The waiver by a party of any breach of any provision of these Terms of Service will not operate or be construed as a waiver of any subsequent breach. The parties' relationship is that of independent contractors. Neither party is an agent for the other, nor does either party have the right to bind the other to any agreement with a third party. The captions used in these Terms of Service are for convenience only and are not binding.