

Terms & Conditions for the Use of the XComfort Bridge

Using the Software for Eaton XComfort Bridge and its related mobile applications (together herein referred to as “Software”) allows a user to visualize, control and manage an xComfort electrical installation.

This End User License Agreement (EULA) describes the terms and conditions under which the Software can be used. To enable the use of the Software the EULA have to be agreed to and accepted. With the acceptance of the EULA it is agreed that the EULA applies every time the Software is used. By “clicking” the “Accept” button the EULA is accepted.

The following EULA governs the use of the Software by you (referred to as the “Customer”) and Eaton Industries Austria GmbH (referred to as “Eaton”).

1. USE OF THE SOFTWARE

Requirements to use the software

The software can be used on mobile devices with the most popular operating systems.

Authentication Key

To access the xComfort Bridge the authentication key (Auth-Key) of this device is requested by the xComfort Bridge App. This Auth-Key is unique for the xComfort Bridge and is located on the backside of the Bridge. The Customer may not disclose the Auth-Key to anyone or allow anyone unentitled to use the Auth-Key. The Customer is responsible for maintaining the confidentiality of the Auth-Key and for any damage, harm etc. resulting from the disclosure, or allowing the disclosure, of any Auth-Key, or from use by any person of the Auth-Key other than those entitled. The Customer is responsible to maintain the readability of the information provided on the backside of the xComfort Bridge including the Auth-Key. Eaton will not retrieve any lost Auth-Key.

Update of the Software

Eaton has the right to update the software from time to time for important reasons such as security, the correction of errors or to improve the behavior. Software updates are distributed via new updates of the xComfort Bridge App. The Customer hereby grants Eaton access to his systems by installing new updates of the xComfort Bridge App as required for the update.

New releases

The Customer is not entitled to receive any new releases of the Software, or any expansion packs, updates, upgrades or similar products under the EULA, however Eaton may, at its sole discretion, offer any or all of the foregoing to the Customer. Eaton may update, upgrade or otherwise enhance the Software at any time, at its sole discretion, without obligation to the Customer.

2. TERMINATION

1. Eaton does not guarantee that it will continue to support the Software. Eaton may, at its sole discretion, cease to provide any or all of the services offered in connection with XComfort Bridge (including all features or components of the Software), terminate the EULA and cancel all of the rights granted under the EULA. Eaton may communicate such termination to the customer upon 3 months’ notice in any of the following manners: (i)

in a notice on Eaton's website; (ii) via electronic mail; or (iii) in another manner that Eaton deems suitable to inform Customer of the termination.

2. This EULA and the license granted hereunder automatically terminate if the Customer breaches any provision of this EULA, for example if the Customer or anyone using any of the Customers' accounts makes any unauthorized use of the Software, or infringes the rights of Eaton or any third party. Eaton may further terminate the EULA if Eaton becomes aware of any activity connected to the use of the Software that in Eaton's discretion is inappropriate or offensive. Such termination shall be effective upon notice transmitted via electronic mail, or any other means deemed appropriate to reach the Customer.
3. In addition, this EULA and the license granted hereunder shall terminate immediately upon the termination of the agreement between Eaton and any third party from whom Eaton licenses third party content data for use as part of or in the Eaton Mobile Application.
4. All provisions relating to confidentiality, indemnity, proprietary rights, and non-disclosure shall survive the termination of this EULA. All other rights and obligations of the parties shall cease upon termination including, but not limited to, all licenses granted hereunder.
5. Termination by Eaton under this section shall be without prejudice to or waiver of any and all of Eaton's other rights or remedies, all of which are expressly reserved, survive termination, and are cumulative. Customer will not be entitled to receive a refund of fees for a termination pursuant to this section.
6. Customer may terminate the EULA upon notice to Eaton via electronic mail to techsupportemea@eaton.com. Customer will not receive a refund of any fees in the event of such termination.
7. If an amendment alters a material term of the EULA that is unacceptable to the Customer, the Customer may, as Customers sole and exclusive remedy, terminate the EULA by: (a) clicking the "DECLINE" button when Customer are prompted to review and agree to the amended EULA; or (b) notifying Eaton via electronic mail within thirty (30) days after the amended EULA was communicated to the Customer, provided that the Customer has not clicked the "ACCEPT" button, accessed the System or used the Software during that period. If the Customer clicks "ACCEPT" or otherwise continues to use the Software, the Customer shall be deemed to have accepted the amended EULA and waive his rights to terminate under this section.

3. PRIVACY AND USE OF PERSONAL DATA

Access to the XComfort Bridge is based on a unique authentication key, which is provided with the Bridge. No personal data or identifiers are requested or used in the xComfort Bridge. The user is free to define Zone and Scene names, which could contain personal data like the names of the children. This is saved on the xComfort Bridge only and not shared to the outside.

Disclosure and Use of Personal Information

Eaton does not sell, trade, rent or allow others to use personal data outside of Eaton.

Eaton uses appropriate reasonable measures to protect personal data through using physical, electronic and managerial safeguard procedures to protect this data.

4. LICENSE

1. Eaton grants the Customer a non-exclusive right to use the Software and the mobile application from an unlimited number of clients. Eaton grants the Customer a non-exclusive right to use the native mobile applications on his mobile devices. In addition the licensed use of the native mobile applications may depend on the license conditions of the distributing application store (e.g. Apple app store, Google play store).
2. As long as the Customer is in the possession of the Software Products the Customer shall refrain:
 - (a) From copying the Software Products or having them copied for other purposes than for creating the back-up copies necessary and for copies within the framework of using the Software Products in accordance with clause 4.1;
 - (b) From renting out the Software Products or making them available to any third parties in any other way or to have this done by any third parties, except to employees of the Customer if their access is necessary for the purpose of the Customer within the limits of the intended use of the Software Products as provided in this Agreement;
 - (c) From translating, editing, changing or arranging the Software Products or any related files as well as from revising them in any other way;
 - (d) From copying the source code of the Software Products or any part thereof (or from having them copied) or from translating the code form (or from having it translated), from decompiling the Software Products or allowing any third parties to do this as far as it is not allowed pursuant to the statutory regulations for the purpose of their interoperability with other software programs (§ 40e of the Austrian Copyright Act);
 - (e) From copying (or having copied) all or part of the Documentations, manuals, training papers and other user-related documents without Eaton's prior written approval.
 - (f) From decompiling or disassembling the software

5. PROPRIETARY INFORMATION

1. All copyrights, trademark and other protective rights regarding the Software are the lawful rights of Eaton or suppliers specified for the Software handed out to the Customer. The Customer shall maintain all the proprietary notices in the Documentations such as copyright notices and other reservations of rights without modifying them, and he shall include them unaltered in all the copies he may produce.
2. The Software is subject to the Austrian Copyright Act (UrhG), international copyright contracts and other laws and agreements relating to intellectual property.
3. The Customer shall immediately inform Eaton in writing in case any third party should claim damages from him if the Customer's usage of the Software infringes any third party's copyright or other protective rights.
4. If any claims pursuant to clause 5 have been made against the Customer or if any such claims are expected to be made, Eaton shall be entitled to change or replace the Software at its own expense in order to avoid any such claims. If neither this nor obtaining a usage right is possible through reasonable efforts, both the Customer and Eaton shall be entitled to terminate this EULA and the agreement on the purchase of the Software Products in accordance with.

5. The Software Products contains software modules from 3rd parties whose license terms can be accessed via the xComfort Bridge App. The Customer has to respect any 3rd party property rights to the same extent as set forth above for Eaton's property rights.

6. WARRANTY

1. The Customer takes notice and accepts that the current state of the art does not allow the exclusion of errors in the data processing programs under all conditions of use. Eaton shall not assume any warranty in case such risks actually occur.
2. Eaton's warranty shall not cover any defects caused by non-respect of the conditions of use specified in the program documentation.
3. Eaton shall be entitled to choose the means it deems suitable for meeting the warranty requirements. As a remedy Eaton can either choose to eliminate the error or to replace the Software with new Software.
4. The Customer is entitled to terminate the EULA due to defective Software in accordance with his statutory warranty claims or to request a reduction of the remuneration, provided he has reported the respective defects to Eaton in writing and Eaton (a) fails to rectify the defects within a reasonable time despite a written request (by electronic mail) to remedy the defects and despite having been granted a reasonable period of grace - of at least 14 days; or Eaton (b) fails to eliminate the defects in the first attempt and despite repeated - at least three written requests (by electronic mail) of the Customer fails again in a second attempt within a reasonable time (at the latest 14 days after the third written notice).
5. Eaton does not provide any further warranties whether express or implied, including for the merchantability, fitness for particular purpose and non-infringement. Eaton does not warrant that the operation of the software, or that the use of the Software will be uninterrupted or error-free, or that the System or Software will be compatible with Customers hardware and software.

7. LIABILITY DISCLAIMER

In no event shall Eaton, its affiliates, licensors or suppliers be liable to the Customer or to any third party for any special, indirect, incidental, consequential, punitive or exemplary damages (including without limitation, lost profits or lost data), arising out of or in connection with the Software, the Customers access to the Software and its use, EULA, or any other services or materials provided in connection therewith, whether based on warranty, contract, tort or any other legal theory, and whether or not Eaton is advised of the possibility of such damages, and even if any stated remedy fails of its essential purpose.

8. LIMITATION OF LIABILITY

1. Except as set forth below, Eaton's maximum liability for any and all claims arising out of or in connection with the Customers use of the Software, the Customers access to the Software and its use EULA, and any other services or materials provided in connection therewith, shall not exceed an amount equal to the purchase price of the Software affected.
2. In the event of a material breach of Eaton's obligations to provide access to and use of the Software, the Customers sole and exclusive remedy shall be a refund of the purchase price paid for the Software.

3. If any of the foregoing disclaimers or limitations of liability are declared to be void or unenforceable, then Eaton's liability shall be limited to the maximum extent permissible under applicable law. The remedies set forth herein are exclusive and in lieu of all other remedies, oral or written, express or implied.

9. INDEMNITY

The Customer shall defend, indemnify and hold harmless Eaton and its affiliates, licensors and suppliers and their respective employees, contractors, officers and directors from any and all claims, loss, damages and demands, including reasonable attorney's fees, arising out of the Customers use of misuse of the Software.

10. AMENDMENTS TO EULA

1. Eaton may, in its sole discretion, amend the EULA from time to time by posting an amended version at <http://www.eaton.eu/xcomfort/> and/or notifying the Customer when he attempts to log in to the system. If the EULA is amended, the Customer will be asked to review the amended EULA and to indicate and confirm Customers acceptance of the amended EULA by clicking the "ACCEPT" button the Customer must accept the EULA in order to continue to use the Software.
2. If the amendment alters a material term of the EULA that is unacceptable to the Customer, the Customer may, as Customers sole and exclusive remedy, terminate the EULA as described in Section 2, Termination.

11. GOVERNING LAW AND EXCLUSIVE JURISDICTION

1. The EULA, and the rights and obligations of the parties hereto, shall be governed and construed by and in accordance with the laws of Austria. The EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
2. The sole and exclusive place for resolving any controversy, dispute or claim arising out of or relating to the EULA, or otherwise relating to any rights in, access to or use of the Software and/or the rights and obligations of the parties hereto, shall be Vienna. Customer hereby expressly waives and agrees not to raise any and all objections based on personal jurisdiction, venue and/or inconvenience of such forum and agree to the jurisdiction of the court of Vienna.

12. MISCELLANEOUS

1. If any part of the EULA is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, and the original intentions of the parties expressed in the EULA, and the remaining portions shall remain in full force and effect.
2. The Customer shall comply with all applicable laws regarding use of the Software. Without limiting the foregoing, the Customer may not download, use or otherwise export or re-export any part of the information accessible through the Software except in full compliance with all applicable laws and regulations.
3. Except as otherwise provided herein, the Customer may not assign or transfer the EULA or Customers rights thereunder and any attempt to do so is void. The EULA, including the Rules of Conduct and the fees and



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payment terms as referenced therein, as each may be amended by Eaton from time to time, sets forth the entire understanding and agreement between Eaton and the Customer with respect to the subject matter hereof. Except as provided above, or in writing signed by both parties, the EULA may not be modified or amended. No distributor, agent or employee of Eaton is authorized to make any modifications or additions to the EULA.

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