

## COOPER LIGHTING SOLUTIONS END-USER LICENSE AGREEMENT

Revised Date: January 2023

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**IMPORTANT, PLEASE READ THIS AGREEMENT BEFORE REGISTERING, ACCESSING OR USING THE PRODUCT SOFTWARE. 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 COOPER LIGHTING, TOGETHER WITH ITS AFFILIATES, ENTITIES, AND SUBSIDIARIES. BY CLICKING THE “ACCEPT” BUTTON BELOW, OR BY ACCESSING OR USING THE PRODUCT SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. BY REGISTERING, ACCESSING OR USING THE PRODUCT SOFTWARE, LICENSEE REPRESENTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO AGREEMENT ON BEHALF OF THE COMPANY OR ENTITY REPRESENTED. COOPER LIGHTING PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT THEM.**

**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 PRODUCT SOFTWARE IN ANY WAY.**

**License.** Subject to and conditioned upon your compliance with the terms and conditions of this Agreement, Cooper Lighting grants to you a limited, non-transferable, non-sublicensable, non-assignable, non-exclusive and revocable license to access and use the Product Software in conjunction with the operation of Cooper Lighting products to which the Product Software pertains or other products as described by Cooper Lighting in any user guides and manuals for access to and use of the Product Software (“**Documentation**”) solely for your own use and only in a manner that is consistent with the terms of this Agreement (“**License**”). In the event Cooper Lighting requires you to register as an end-user, this license is valid only if the registration is complete and accurate.

**Restrictions.** You are not allowed to, and shall not permit any authorized users to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Product Software, or any updates or upgrades, or any part thereof. You may not use any part of the Product Software 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.

**Prohibited Conduct.** In connection with your access to and/or use of the Product Software, you shall not:

- Violate any laws or regulations.

- Make attempts to defeat or circumvent security features, or to use the Product Software for any purpose other than its intended purposes.
- Engage in any behavior that is designed to gain unauthorized access to protected areas of the Product Software and/or Cooper Lighting's computers, servers or networks, and/or any computers or systems used by other users of the Product Software.
- Make unauthorized attempts to modify any information stored in the Product Software.
- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Product Software.
- Provide false or misleading information when signing up for a Product Software account or otherwise upload/post any false or misleading information or content through the Product Software.
- Upload/post anything that could destroy, damage, or impair any portion of the Product Software or any computers, systems, hardware, or software used by Cooper Lighting or other users.
- Upload/post anything that imposes an unreasonable strain on Cooper Lighting'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.
- Provide access to any other person or entity, including any subcontractor, independent contractor, affiliate or service provider of the you with access to or use of the Product Software or Documentation.
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Product Software or Documentation, including any copy thereof;

The previous list of prohibitions is not exclusive or exhaustive.

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For purposes of this Agreement, "Maintenance Release" means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Cooper Lighting may provide to you from time to time, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software. Maintenance Releases do not include any new version or new release of the Software that Cooper Lighting may issue as a separate or new product, and Cooper Lighting may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

Cooper Lighting is no way responsible or liable for any problems arising out of or relating to, any failure to promptly install any Maintenance Release provided by Cooper Lighting.

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

**Proprietary Rights.** You acknowledge and agree that the Product Software and all documentation are provided under license, and not sold, to you. You do not acquire any ownership interest in the Product Software or its documentation, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions of this Agreement. Cooper Lighting (and its licensors and service providers) reserve and shall retain all rights, title and interest in, and to, without limitation, all intellectual and proprietary rights to the Software or documentation, including, but not limited to, any models, data, or formulas exhibited in the Product Software excluding any Open Source Software as defined below that may be contained herein. Nothing in this Agreement shall be construed to restrict, transfer, convey, encumber, alter, impair or otherwise adversely affect Cooper Lighting's ownership or proprietary rights therein or any other of Cooper Lighting's information, processes, methodologies, products, goods, services, or materials, tangible or intangible, in any form and in any medium.

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**No Warranty.** TO THE EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PRODUCT SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT OF THE PRODUCT SOFTWARE IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY OR IN CONNECTION WITH THE PRODUCT SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL BUGS AND FAULTS AND WITHOUT WARRANTY OF ANY KIND. COOPER LIGHTING, ITS AFFILIATES, SUBSIDIARIES, AND AUTHORIZED REPRESENTATIVES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE PRODUCT SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, SECURITY, COMPLETENESS, TIMELINESS, ACCURACY, QUIET ENJOYMENT, TITLE, FREEDOM FROM COMPUTER VIRUSES, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER COOPER LIGHTING, NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES, WARRANT THAT THE FUNCTIONS OR SERVICES CONTAINED IN, ACCESSED FROM, PERFORMED BY, DISPLAYED ON, LINKED TO/FROM, OR PROVIDED BY, THE PRODUCT SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, TIMELY, SECURE, OR THAT DEFECTS OR ERRORS IN THE PRODUCT SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE PRODUCT SOFTWARE WILL BE COMPATIBLE WITH ANY SYSTEM, OR THAT THE PRODUCT SOFTWARE WILL BE FREE FROM WORMS, VIRUSES, MALWARE, TROJAN HORSES, OR OTHER HARMFUL OR DISABLING COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COOPER LIGHTING, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

**Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL COOPER LIGHTING OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS AND/OR BUSINESS PARTNERS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION, OR TRANSMISSION OF THE PRODUCT SOFTWARE, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, STATUTORY, PUNITIVE, ACTUAL, LIQUIDATED, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF GOODWILL, INTELLECTUAL PROPERTY INFRINGEMENT, BUSINESS INTERRUPTION OR LOSS OF USE, PAIN AND SUFFERING, EMOTIONAL DISTRESS OR SIMILAR DAMAGES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PRODUCT SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COOPER LIGHTING OR THE AFOREMENTIONED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE FOR ANY LIMITED OR AGREED REMEDY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COOPER LIGHTING OR THE AFOREMENTIONED PARTIES, REGARDLESS OF THE TYPE

OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE THE AMOUNT THE YOU PAID TO COOPER LIGHTING AND/OR THE AFOREMENTIONED PARTIES FOR THE APPLICABLE GOODS, SOFTWARE AND/OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM.

**Indemnification.** You agree to indemnify, defend, and hold harmless Cooper Lighting, 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 all claims, demands, actions, liabilities, judgments, awards, losses, damages, costs and expenses (including reasonable attorneys' fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages), Cooper Lighting or any of the Indemnified Parties suffer in relation to, arising from, or from the purpose of avoiding, any claim or demand from a third party that relates to your: (a) breach or violation of this Agreement; (b) infringement, misappropriation or any violation of the rights of any other party from use of the Product Software in violation of this Agreement; (c) violation or non-compliance with any applicable law, rule, guidelines, acts, decrees, orders or regulations; (d) use, alteration or export of the Product Software (or any component thereof) in violation of this Agreement; and (e) the use of the Product Software by you or any person using your account. Cooper Lighting and its affiliates reserve the right to assume the exclusive defense and control of any claims or actions subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with Cooper Lighting and its affiliates upon request by Cooper Lighting.

**By accepting this Agreement, you waive and hold harmless Cooper Lighting from any claims resulting from any action taken by Cooper Lighting during or as a result of Cooper Lighting’s investigation and/or from any actions taken as a consequence of investigations by either Cooper Lighting or law enforcement related to your use of the Product Software.**

**Amendments to this Agreement.** Cooper Lighting 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 Product Software 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.

**For Authorized Parties in California.** In compliance with California Civil Code § 1789.3, an Authorized Party residing in California has the right to contact Cooper Lighting with any complaints or to seek additional information. Such Authorized Party may contact Cooper Lighting via Signify Privacy Center at : <https://www.signify.com/global/privacy>.

If Authorized Parties in California have any questions or complaints about Cooper Lighting 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 Product Software. You must have 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 employees granted access to the Product Software on your behalf. You are liable for all transactions and other activities carried out under your Credentials. You agree to promptly notify Cooper Lighting if any password is lost, stolen, disclosed to an unauthorized party, or otherwise may have been compromised. You agree to immediately notify Cooper Lighting of any unauthorized use of your account or any other breach of security in relation to the Product Software known to you.

**Privacy Policy.** Your registration, access and use of the Product Software is governed by the Privacy Policy located at <https://www.signify.com/en-ca/privacy-notice>. The Cooper Lighting Solutions Privacy Policy is hereby fully incorporated by this reference into this Agreement.

**Confidential Information.** All information provided in Product Software is Cooper Lighting's confidential information. You agree that you will not use or disclose Cooper Lighting's confidential information without the prior written consent of Cooper Lighting, except to share it with your employees who have a need to know the information and are bound by a duty of confidentiality covering the information that is at least as restrictive as the obligations in this Agreement.

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There may be other content located in the Product Software that is not owned by Cooper Lighting, and you should respect those property rights as well. All rights not expressly granted herein are reserved to Cooper Lighting.

**Termination or Suspension.** This Agreement is effective for an unlimited duration unless and until terminated as set forth herein. Cooper Lighting reserves the right to terminate your access to the Product Software for any violation of this Agreement, and in those circumstances, all rights under the license granted shall terminate automatically without notice from Cooper Lighting. If Cooper Lighting 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 Product Software, and destroy all copies, full or partial, thereof. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order 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 Cooper Lighting 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 Product Software 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 Product Software into any country or use the Product Software 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 Product Software 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 Product Software. All rights to access and use of the Product Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Agreement.

If the Software is licensed to agencies of the U.S. Government, the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212, and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/manufacture is Cooper Lighting Solutions, 1121 Hwy 74 S, Peachtree City, GA 30269.

**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 Georgia applicable to contracts wholly made and to be performed within the State of Georgia, and to irrevocably submit to the sole and exclusive jurisdiction of the courts of Georgia or the Federal courts of the Northern District of Georgia, and to irrevocably consent to the exercise of personal jurisdiction by such courts and waive any right to plead, claim or allege that Georgia is an inconvenient forum.

**Agreement.** This Agreement constitutes the entire agreement between you and Cooper Lighting regarding the use of the Product Software and supersedes any prior or contemporaneous understandings and agreements between you and Cooper Lighting related to its subject matter. You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Cooper Lighting's prior written consent, which consent Cooper Lighting may give or withhold in its sole discretion. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**If you have any questions regarding this Agreement, you may contact Cooper Lighting's privacy and legal team using our Privacy Center: <https://www.signify.com/global/privacy>**