

## COOPER LIGHTING FIELD SERVICE TERMS AND CONDITIONS

1. **Services.** Subject to and in accordance with the terms and conditions below (“**Field Service Terms and Conditions**”), Cooper Lighting, LLC (“**Cooper**”) will with respect to the System provide to Customer the field support services (the “**Services**”) which are specifically identified under a written quotation or written services proposal issued by Cooper to Customer (the “**Proposal**”). The performance of the Services is further subject to any additional terms, conditions, understandings, and/or qualifications set forth under the Proposal. “**Customer**” means the party to whom Cooper invoices (i) the Services for, or (ii) in the event that no separate charge is invoiced for the Services, the System to which such Services relate. “**System**” means that Cooper-branded lighting controls system purchased from Cooper by Customer. The Services are provided by Cooper for the express and sole benefit of Customer (and not any prior or subsequent buyer including without limitation, any installing contractor), and all terms, conditions, and understandings regarding the Services or System will be solely as provided in these Field Service Terms and Conditions. To the extent that the Proposal identifies a specific term or duration during which the Services will be provided, such Services will only be provided during that term.

2. **Proper Installation.** Customer understands that Cooper does not control, direct, perform, or supervise the engineering and/or installation of the System as the System is or will be engineered and installed by third party contractors unaffiliated with Cooper, and over whom Cooper has no supervision, authority, or control. Cooper makes no representation or warranty regarding engineering, installation, or other work performed by such third parties and shall have no liability for, nor any obligation to correct or remedy, any defective or non-conforming work or materials performed or supplied by such third-party contractors. As between Customer and Cooper, Customer assumes sole responsibility for providing or causing to be provided any other services or support (other than the Services) as are reasonably necessary for the proper specification, installation, use, operation, or servicing of the System.

3. **Service Exclusions.** The Services include only those Services specifically set forth under the Proposal, subject to any restrictions, limitations, conditions, understandings, or exclusions identified thereunder. The Services do not include a generalized, blanket maintenance or repair services program for the System. Additionally, the Services do not include, and Cooper shall have no obligation or liability with respect to: (a) repairs arising from, or other corrective or remedial work necessitated by, the act, error, fault, neglect, misuse, improper operation or omission of the Customers, its servants, agents, contractors or invitees; (b) repairs from, or other corrective or remedial work arising from or required by, changes, alterations, additions, or modifications to the System by a person other than Cooper; (c) repairs or other corrective or remedial work necessitated or caused by incorrect power supply, failure of electrical power, air-conditioning, humidity control, or any environmental factor; (d) repairs or other corrective or remedial work necessitated or caused by the operation of the System other than in accordance with its specifications, or otherwise not in accordance with the direction, instructions, or recommendations of Cooper and its personnel; (e) repairs arising from, or other corrective or remedial work necessitated by, the re-installation, moving, or removing of the System by a person other than Cooper; (f) repair of damage or other corrective or remedial work necessitated or caused by any circumstances beyond Cooper’s reasonable control, (g) except as expressly provided by the Proposal,

furnishing or supplying maintenance of accessories, attachments, supplies, spare parts, consumables associated with the System (including any costs thereof); (h) the upgrading of or retrofitting of improvements or major modification to the System; (i) electrical work external to the System; (j) labor to remove and/or reinstall existing components, fixtures, drivers, line voltage or related electrical equipment; (k) repairs to building construction or infrastructure, including without limitation, any plastering, patching, and painting; (l) the identification, abatement, clean up, control, removal, or disposal of environmental hazards or hazardous substances, including, but not limited to, asbestos, PCB-containing ballasts or mercury-containing lamps, discovered in or on the premises; (m) any software or software as a service, the provision of which will be separately subject to Cooper’s applicable licensing or SaaS terms and conditions.

#### 4. **Customer Responsibilities.**

(a) **Authority & Access Rights.** By requesting that Cooper commence provision of the Services, Customer represents and warrants is has the full right and authority to approve performance of the Services and have them performed pursuant to these Field Service Terms & Conditions. Customer is exclusively responsible, at its sole cost and expense, for providing and facilitating free and clear access to the System and site, as well as any adjacent property that Cooper reasonably needs access to for purposes of performing the Services. Without limiting the generality of the foregoing, Customer has obtained or will timely obtain any required consents or approvals from all parties whose consent or approval would be reasonably necessary in order to effect the purposes of the foregoing. In the event that Customer fails to provide and facilitate all such access, Cooper may (i) immediately withhold or suspend performance of the Services until proper access is granted or restored, and/or (ii) require the Customer to pay or reimburse Cooper for additional service charges and/or expenses incurred in performing the Services as a consequence of having limited access.

(b) **Cooperation.** Customer will cooperate with Cooper in the performance of the Services, including by making technically competent staff available for prompt consultation with Cooper with respect to the Services. Customer shall provide Cooper with such information as Cooper deems reasonably necessary to perform the Services including any drawings or surveys describing physical characteristics, legal limitations and utility locations for the site and any information that may be required to satisfy any applicable regulatory requirements.

(c) **Data & Information Reliance.** In providing the Services, Cooper is expressly relying on the sufficiency, accuracy and completeness of all information and data provided by Customer, the end-user, contractor, or anyone acting on any of their behalf’s, and Cooper does not assume any obligation to independently verify, update, validate, or correct such information or data. Customer shall hold Cooper harmless from any damages, losses, or claims arising from or relating to any inaccuracies or incomplete information or data provided by, through, or on behalf of Customer.

(d) **Permits; Safety.** Customer has obtained and will maintain at its cost and expense, any necessary electrical, building or other permits, licenses, certificates or inspections required under applicable laws for the execution and performance of the Services, and notwithstanding anything to the contrary herein, is solely responsible for ensuring that

the System, as installed, meets all national, state, and local electric and building code requirements. Customer will provide safe work surroundings for Cooper and its Subcontractors and shall take all measures prescribed by law or otherwise necessary for the prevention of accidents at site and to ensure the health and safety of the personnel of Cooper and its subcontractors at the Site. Customer shall inform Cooper in writing of all safety rules and precautions applicable to the Site prior to Cooper commencing any on-site Service hereunder. Cooper will not be responsible for the supervision or health and safety precautions for any other parties, including Customer, Customer's contractors, subcontractors, or anyone else accessing or performing work at the site.

5. **Cancellations, Changes, Delay.** If Customer cancels a confirmed on-site visit with less than ten (10) business days' notice prior to the scheduled on-site visit date or there is any delay or stoppage of on-site services caused by Customer or its agents or representatives, Customer shall be responsible for any additional expenses incurred by Cooper (including, but not limited to, associated travel expenses and time). In addition, if Cooper is unable to subsequently complete an on-site visit due to Customer's failure or inability to reschedule the on-site visit within ninety (90) days after the original on-site visit date, Cooper's obligations with respect to Services scheduled to be provided as part of that on-site visit shall be considered to have been fulfilled and no refund or other compensation for such on-site visit Services shall be due. Under no circumstance will Cooper refund any portion of any factory System start-up costs when completion of the Services is rendered sooner than scheduled or anticipated. If Cooper suspends performance of the Services to Customer's failure to make timely payment, Cooper reserves the right to charge additional service fees, and require reimbursement for any costs and expenses as result from the demobilization and suspension of the Services.

6. **Payment.** Payment for services shall be due and payable within thirty days after the date of the invoice, unless otherwise noted thereon. If Customer does not pay in full when due all amounts owed, in addition to any other rights or remedies these Field Service Terms and Conditions or at law, Cooper may suspend performance of the Services until such time as the Customer has paid all amounts owed to Cooper in full, or immediately terminate the Services and Proposal without further liability or responsibility to the Customer of any kind. Customer retains responsibility for paying and reporting all applicable taxes.

7. **Other.**

(a) **Remote Access Infrastructure.** Any costs associated with providing a virtual private network or secured internet connection for remote access in support of any remote diagnostic and/or programming Services are not included, and Customer will be responsible for all such related costs, fees, and expenses.

(b) **Working Hours.** All Services will be performed during Business Hours, which for purposes hereof means Monday through Friday, from 9am – 5pm (EST), excluding bank and federal holidays. Cooper is not responsible for providing union labor for the performance of the Services. Cooper is not required to devote full time to the performance of the Services.

(c) **Code Compliance.** Any upgrades or updates as may be required to bring any part of the Customer Site or infrastructure into compliance with any national, state, and local electric or building code requirements are the sole responsibility of Customer, and Cooper reserves the right to withhold commencement of or suspend any Services until all code requirements are met. In addition, if an asbestos survey and/or abatement is required under state or local laws or regulations, any costs for the survey and/or abatement are the sole responsibility of customer. Cooper will not proceed with any Services until all asbestos survey and abatement requirements are met and the premises are free from any hazardous conditions, property, or equipment that might render the premises unsafe for performing the Services.

(d) **Additional Work.** Customer may request that Cooper perform additional Services beyond those identified under the Proposal ("**Additional Services**"). In the event that Cooper agrees to provide such Additional Services, such Additional Services will be subject to additional service charges, fees, and expenses. Any Additional Services will be subject to and governed by these Field Service Terms and Conditions.

(e) **Subcontractors.** Customer understands and agrees that all or part of the Services may be performed by agents or subcontractors engaged by Cooper ("**Subcontractors**"). Customer consents to the use of such Subcontractors as Cooper may deem necessary to perform the Services, provided, however, that Cooper will at all times remain responsible to Customer for Subcontractors' performance of the Services hereunder.

(f) **Commissioning Services.** Where Cooper is providing System commissioning Services, unless otherwise expressly noted under the Proposal, the Customer is solely responsible for ensuring and validating that the System has been properly installed in accordance with all System and Cooper specifications, guidelines, instructions, as well as all applicable law (including code), and professional standards. Where Cooper agrees to undertake such review of a third party's installation of the System as part of its Services pursuant to a Proposal, such Services are limited to (i) performing such functional tests as Cooper customarily performs to validate the System's functionality in accordance with its specifications, (ii) programming the System per the approved sequence of operations, and (iii) providing such end-user training regarding use and operation of the System as Cooper customarily provides to Customer's who have purchased that System. No installation review Services include within their scope, nor otherwise constitute Cooper's review, evaluation, endorsement or approval of any other aspect or type of work performed by any third party, including the electrical or installing contractor. In the event that the Cooper discovers any defect with respect to the installation of the System, Cooper shall notify Customer. Customer may elect to (i) remedy such defects and notify Cooper upon completion of such remedies, or (ii) request that Cooper remedy such defects, and if Cooper agrees to perform such remedial or corrective services, Customer will pay all such additional service fees, charges, and costs as Cooper has identified under a written quotation for such Additional Services.

(g) **Third Party Equipment.** Cooper is not responsible for integration or other servicing of third party devices or equipment that are not purchased directly from Cooper.

8. **Warranty & Limits of Liability.** Cooper will perform the Services in a good and workmanlike fashion in accordance with (a) the terms and conditions herein and (b) with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the “**Services Warranty**”). Cooper’s sole and exclusive liability and Customer’s sole and exclusive remedy for breach of the Services Warranty shall be for Cooper to use its commercially reasonable efforts to reperform the Services such that they comply with the Services Warranty. Reperformance of the Services does not include the de-installation, repair, or re-installation of the System, nor an obligation to reimburse for any labor or other costs incidental or related to the reperformance of the Services. This Services Warranty will survive for a period of one-hundred twenty (120) days from the date that the Services are completed, and any alleged Service Warranty claims must be submitted within this 120 day period. Cooper Products are warranted separately, and exclusively pursuant to the terms and conditions of the applicable Cooper Standard Product Warranty, copies of which are accessible on Cooper website at: <https://www.cooperlighting.com/global/resources/legal>. Cooper shall not be responsible for damages or errors in any product for which Customer has authorized service, operation and/or modification by a party other than Cooper or where the product has not been maintained in accordance with Cooper’s recommendations. EXCEPT AS PROVIDED ABOVE UNDER THIS SECTION 8, COOPER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS, SYSTEM, OR SERVICES, WHETHER EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL COOPER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, MULTIPLE, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COOPER’S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SERVICES TO WHICH SUCH PURCHASE ORDER RELATES.

9. **Excused Performance.** Neither Cooper or Customer will be liable to the other Party for any delay or omission in the performance of any obligation, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of the party obliged to perform, including but not limited to, strikes or other labor difficulties, acts of God, acts of government, pandemic or epidemic, war, riots, embargoes, or inability to obtain supplies, or other similar causes

(“**Force Majeure**”). If Force Majeure prevents or delays the performance by Cooper or Customer of any obligation hereunder, then the party claiming Force Majeure will promptly notify the other Party thereof in writing. In any event, if Force Majeure continues for more than ninety (90) calendar days, either Cooper or Customer may terminate this service engagement upon written notice to the other Party.

10. **Miscellaneous.** These Field Service Terms and Conditions (together with the Proposal) constitute the entire agreement between the Parties concerning the subject hereof, and may not be amended except by written instrument specifically referring to these Field Service Terms and Conditions signed by an authorized representative of both Parties. No preprinted terms and conditions on any purchase order, or other documentation issued by the Customer will vary, amend, or supplement these Field Service Terms and Conditions. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Field Service Terms and Conditions. Cooper objects to and rejects any terms between customer and any other party, and no such terms, including but not limited to any government regulations or “flowdown” terms, shall be a part of or incorporated into any order from customer to Cooper, unless agreed to in writing by an authorized representative of Cooper. If an authorized representative of Cooper has acknowledged Customer’s order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on Customer’s assent solely to these Field Service Terms and Conditions which shall form part of the acknowledgement, and acceptance by Customer of any Services provided under the Proposal shall be deemed to constitute such assent. If any quotation or other document of Cooper is deemed to constitute an offer to Customer, Customer’s acceptance of such offer is expressly conditioned on and limited to Customer’s acceptance of these Field Service Terms and Conditions. These Field Service Terms and Conditions and all claims related to it shall be governed and construed in accordance with the laws of the State of Georgia without giving effect to its choice or conflict of law provisions. The Parties agree that this is a contract for services and is not subject to the uniform commercial code of any state. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THESE FIELD SERVICE TERMS AND CONDITIONS WILL BE RESOLVED BY A JUDGE ALONE AND THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL THEREOF. The Services provided are for Customer’s sole benefit and exclusive use, and does not create or vest in any third party the right to enforce its terms. Cooper is not bound to provide any Services unless it has (in its sole discretion) accepted a submitted purchase order therefor.

