

SCHNEIDER ELECTRIC WISER AIR USER AGREEMENT

BY CLICKING "I AGREE" BELOW, YOU (ALSO REFERRED TO AS "USER") ENTER INTO THIS SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") BETWEEN YOU AND SCHNEIDER ELECTRIC USA, INC. ("SCHNEIDER ELECTRIC"), AND YOU ACKNOWLEDGE AND AGREE THAT CLICKING "I AGREE" WILL CONSTITUTE YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT. YOU ACKNOWLEDGE THAT PRIOR TO ACCEPTING AND SIGNING THIS AGREEMENT ELECTRONICALLY, YOU RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETE COPY OF THIS AGREEMENT. ALL OF THE TERMS OF THE SERVICE AGREEMENT ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU ACCEPT BELOW. IN ADDITION, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE, ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, AND AFFIRM THAT YOU INTEND TO BE LEGALLY BOUND BY IT. IF YOU DO NOT AGREE, YOU MAY CLICK "I DO NOT AGREE" TO EXIT THE USER REGISTRATION PROCESS.

1. SCHNEIDER ELECTRIC SERVICES. "Services" means the services that Schneider Electric uses commercially reasonable efforts to provide to you while your subscription remains in effect, pursuant to the terms and conditions of this Agreement, as Schneider Electric may modify this Agreement from time to time as provided in Section 16. Depending on then-current service offerings and subject to availability, such services may include one or more of the following service offerings: (a) the enabling of wireless transmission of data from an HVAC and energy management system at User's premises to the Schneider Electric Network Operations Center ("NOC"), (b) providing User with remote access to such data via a User Interface (as such term is defined below), (c) providing User with remote control of the HVAC and energy management system and any associated home automation services via a User Interface, (d) weather service information. Notwithstanding anything to the contrary in this Agreement, Schneider Electric shall have the right to add, delete, change, or terminate service offerings at any time. "User Interface" means the Schneider Electric customer website, currently at www.wiserhome.com, the Wiser Air app available at Google Play Store, iTunes, and Windows Store, or such other user interface as Schneider Electric in its sole discretion may designate (collectively "Customer Website"). Use of Services requires specified HVAC and energy management systems sold under the Schneider Electric trademarks which contain certain communications equipment ("Schneider Electric-Ready Devices") and certain software ("Embedded Software").

2. USE OF SERVICES. Subject to your full compliance with this Agreement, and except as otherwise provided in this Agreement, Schneider Electric grants you a personal, limited, nonexclusive, nontransferable license (without the right to grant sublicenses), while your subscription remains in effect, to make personal, non-commercial use of the Services to which you subscribe in connection with a Schneider Electric-Ready Device that has been properly installed in your home. Notwithstanding the foregoing, Schneider Electric reserves the right to suspend the Services or your use of them at any time, with or without notice, for scheduled or unscheduled maintenance of its network or in any other circumstance in which Schneider Electric in its sole discretion deems such suspension appropriate.

3. RESTRICTIONS ON USE OF SERVICES. User shall not use the Services in any manner not expressly and specifically authorized by this Agreement. User also agrees to adhere to all Schneider Electric rules and regulations posted on the Customer Website. The Schneider Electric rules and regulations may be modified by Schneider Electric at any time, in its sole discretion, by posting updated rules and regulations. In addition to all other restrictions on User use stated in this Agreement or in the Schneider Electric rules and regulations, User shall not use the Services in any manner that is indecent, offensive, that is defamatory or constitutes an invasion of privacy, that otherwise violates any legal duty under criminal or civil law, or that otherwise violates any applicable law or regulation of any kind. User also

shall not copy, download (other than through temporary page caching), or modify the Services (including any portion of them and any content or data on them or software used in connection with them), create any derivative works from the Services, allow any third party to have access to the Services, resell or make commercial use of, or purport to relicense or sublicense, the Services, or use any data mining, robots, or similar data gathering or extraction tools in connection with the Services. User shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layouts, or forms) of Schneider Electric or any of its Affiliates, vendors, contractors, agents, or content providers, and User shall not use any meta tags or any other "hidden text" referring to Schneider Electric, or to the names or trademarks of Schneider Electric or any of its Affiliates, vendors or other providers, or contractors. "Affiliate" means any Person that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, Schneider Electric. "Person" means any natural or legal person or association of natural or legal persons, whether or not having a separate legal identity, including any individual, corporation, limited liability company, partnership, or joint venture. You agree to receive updates (and permit Schneider Electric to deliver these to you) as part of your use of the Services. You agree to only use the Schneider Electric-Ready Device and/or Services in the countries expressly authorized by Schneider Electric, specifically the United States of America, Canada and Mexico ("Territory"), although the list of approved countries may be updated from time to time. You further agree to grant Schneider Electric, its authorized agents, representatives and contractors the non-exclusive right to use any and all data transmitted as part of the Services for the purpose of providing or augmenting the Services and for any other purpose that is otherwise deemed necessary or appropriate by Schneider Electric, its authorized agents, representatives and contractors for the provision of the Services or otherwise for the conduct of Schneider Electric's business or the business of any Affiliate of Schneider Electric.

4. INTELLECTUAL PROPERTY RIGHTS; SCHNEIDER ELECTRIC MATERIALS. Schneider Electric solely owns and shall retain all right, title, and interest, including all copyright, patent, trademark, and other intellectual property and proprietary rights, in and to all Services and all Schneider Electric Materials. "Schneider Electric Materials" means all Schneider Electric Embedded Software, all other Schneider Electric software, and all other content, data, information, and materials provided by Schneider Electric and third parties including, without limitation, those parties that you may separately contract with to provide additional services related to the Services or Schneider Electric-Ready Devices. User shall not (a) use, or cause or permit any other Person to use, any Schneider Electric Materials in any manner not expressly and specifically authorized by this Agreement, whether to design, build, market, or sell any similar or substitute product or service or for any other purpose, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Schneider Electric Materials, (ii) the creation of derivative works from any Schneider Electric Materials, (iii) the transferring or purported resale or sublicensing of any Schneider Electric Materials, or (iv) the removal, delivery, or exportation of any Schneider Electric-Ready Devices or Materials outside the Territory or any other act in violation of any relevant export laws or regulations.

5. YOUR RESPONSIBILITY FOR ACCESS CREDENTIALS, USE BY OTHERS, AND CONTACT INFORMATION. You are responsible for maintaining the confidentiality of your login, password, and user codes, and you are responsible for all uses of your login, password, and user codes, and any and all related charges, whether or not authorized by you. You are also responsible for keeping all contact information (including email addresses and telephone numbers) current and accurate. You agree that, whenever this Agreement, Schneider Electric rules or regulations impose any requirement or prohibition on User, you will cause all other members of your household or business and any other Person having access directly or indirectly through you to any Schneider Electric Materials or Services to comply with such

requirement or prohibition and will be responsible for any noncompliance by such member of your household or other Person.

6. LIMITED WARRANTY. AS THE SOLE WARRANTY PROVIDED BY SCHNEIDER ELECTRIC UNDER THIS AGREEMENT, SCHNEIDER ELECTRIC WARRANTS, SOLELY TO YOU WHILE YOUR SUBSCRIPTION REMAINS IN EFFECT, THAT SCHNEIDER ELECTRIC WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, ON THE CONDITIONS THAT (A) YOU PROMPTLY REPORT THE DEFECT IN WRITING, WITH REASONABLE SPECIFICITY, TO SCHNEIDER ELECTRIC, (B) YOU COOPERATE WITH SCHNEIDER ELECTRIC IN ITS INVESTIGATION OF THE DEFECT, (C) THE DEFECT IS REPRODUCIBLE BY SCHNEIDER ELECTRIC, AND (D) THE DEFECT MATERIALLY AFFECTS YOUR USE OF THE SERVICES. CORRECTION OR BYPASS OF SUCH A DEFECT MAY INCLUDE MODIFYING, SUSPENDING, OR TERMINATING THE DEFECTIVE PORTION OF THE SERVICES, OR A COMBINATION OF THE FOREGOING, AS AND WHEN SCHNEIDER ELECTRIC IN ITS SOLE DISCRETION DECIDES. THE WARRANTY SET FORTH IN THIS SECTION 6 (THE "LIMITED WARRANTY") IS SUBJECT TO YOUR FULL COMPLIANCE WITH THIS AGREEMENT, INCLUDING PAYMENT OF ALL CHARGES WHEN DUE, AND ANY BREACH OF THIS AGREEMENT BY YOU RENDERS THE LIMITED WARRANTY NULL AND VOID. THE LIMITED WARRANTY DOES NOT APPLY TO ANY SCHNEIDER ELECTRIC-READY DEVICE OR ANY OTHER DEVICE OR EQUIPMENT. FOR SCHNEIDER ELECTRIC'S HARDWARE, THE STANDARD PRODUCT WARRANTY APPLIES, UNLESS OTHERWISE EXTENDED BY YOUR SUPPLIER. THE SCHNEIDER ELECTRIC WARRANTY FOR THE WISER AIR HVAC AND ENERGY MANAGEMENT SYSTEM CAN BE FOUND AT THE FOLLOWING URL: <https://www.wiserhome.com/warranty>. IN ADDITION, THE LIMITED WARRANTY DOES NOT APPLY TO, AND SCHNEIDER ELECTRIC SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR, ANY DEFECT IN THE SERVICES THAT IS CAUSED OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY YOU, BY ANY OTHER PERSON, BY ANY DEFECT IN ANY OTHER DEVICE, EQUIPMENT, PRODUCT OR SERVICE OR BY ANY EVENT BEYOND SCHNEIDER ELECTRIC'S REASONABLE CONTROL, INCLUDING ANY ACT OF GOD, FIRE, WAR, RIOT, TERRORISM, GOVERNMENT AUTHORITY, OR SUPPLIER DEFAULT.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY ON THE SERVICES SET FORTH IN SECTION 6, SCHNEIDER ELECTRIC PROVIDES THE SERVICES, SCHNEIDER ELECTRIC MATERIALS, AND SCHNEIDER ELECTRIC-READY DEVICES "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SCHNEIDER ELECTRIC DISCLAIMS ALL EXPRESS WARRANTIES OTHER THAN THE LIMITED WARRANTY, ALL OTHER EXPRESS WARRANTIES, AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, QUIET ENJOYMENT, OR SYSTEMS INTEGRATION. SCHNEIDER ELECTRIC MAKES NO REPRESENTATION OR WARRANTY THAT THE A SERVICES, SCHNEIDER ELECTRIC MATERIALS, CUSTOMER WEBSITE, OR SCHNEIDER ELECTRIC-READY DEVICES WILL BE FREE FROM DEFECTS, THAT THEY WILL MEET YOUR NEEDS, OR THAT ANY SERVICE WILL BE UNINTERRUPTED. SCHNEIDER ELECTRIC SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR SCHNEIDER ELECTRIC-READY DEVICES WHICH ARE MANUFACTURED BY THIRD PARTIES, FOR ANY EQUIPMENT USED WITH ANY SCHNEIDER ELECTRIC-READY DEVICE, OR FOR PROBLEMS OR DELAYS IN THE INSTALLATION OR REPAIR OF ANY DEVICE, REGARDLESS OF THE REASON, FOR ANY INTERRUPTIONS OF SERVICE, OR FOR ANY CONSEQUENCES OF SUCH PROBLEMS, DELAYS, OR INTERRUPTIONS, AND SCHNEIDER ELECTRIC SHALL HAVE NO OBLIGATION TO SUPPLY YOU WITH ANY SUBSTITUTE SERVICES OR EQUIPMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY,

PERFORMANCE, ACCURACY, AND EFFORT OF THE SERVICES, SCHNEIDER ELECTRIC MATERIALS, AND SCHNEIDER ELECTRIC-READY DEVICES PROVIDED BY SCHNEIDER ELECTRIC SHALL BE WITH USER. YOU USE THE SERVICES AND/OR SCHNEIDER ELECTRIC-READY DEVICES AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND SCHNEIDER ELECTRIC EXPRESSLY DISCLAIMS) ANY AND ALL LOSS, LIABILITY OR DAMAGES RESULTING FROM YOUR USE OF THE SERVICES AND/OR SCHNEIDER ELECTRIC-READY DEVICES, INCLUDING DAMAGE OR LOSS TO YOUR HVAC SYSTEM, PLUMBING, HOME, SCHNEIDER ELECTRIC-READY DEVICES, OTHER PERIPHERALS CONNECTED TO THE SCHNEIDER ELECTRIC-READY DEVICES, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME. UNLESS EXPLICITLY PROMISING A "GUARANTEE," SCHNEIDER ELECTRIC DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC LEVEL OF ENERGY SAVINGS OR OTHER MONETARY BENEFIT FROM THE USE OF THE SERVICES AND/OR SCHNEIDER ELECTRIC-READY DEVICES OR ANY FEATURE OF THEM. ACTUAL ENERGY SAVINGS AND MONETARY BENEFITS VARY WITH FACTORS BEYOND SCHNEIDER ELECTRIC'S CONTROL OR KNOWLEDGE.

8. LIMITATION OF LIABILITY. USER DOES NOT DESIRE THIS AGREEMENT TO PROVIDE FOR FULL LIABILITY OF SCHNEIDER ELECTRIC. USER UNDERSTANDS AND AGREES THAT IT IS DIFFICULT TO ASCERTAIN, IN ADVANCE THE EXTENT OF ANY PROPERTY DAMAGE OR THE EXTENT OF ANY PERSONAL INJURY OR DEATH, IF THE SERVICES, SCHNEIDER ELECTRIC MATERIALS, OR SCHNEIDER ELECTRIC READY DEVICES SHOULD FAIL. THEREFORE USER AGREES THAT (A) SCHNEIDER ELECTRIC SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE, OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, OR THE FAILURE TO AVERT OR PREVENT SUCH OCCURRENCES OR CONSEQUENCES, WHICH OCCURRENCES ANY SERVICES OR ANY SCHNEIDER ELECTRIC-READY DEVICE MAY BE DESIGNED TO DETECT OR AID IN DETECTING, (B) IF SCHNEIDER ELECTRIC SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE, OR INJURY DUE TO A FAILURE OF, OR OTHERWISE INVOLVING OR RELATED TO, ANY SERVICES, SCHNEIDER ELECTRIC MATERIALS, OR SCHNEIDER ELECTRIC-READY DEVICES IN ANY RESPECT, A SCHNEIDER ELECTRIC TOTAL LIABILITY SHALL EACH BE LIMITED TO AN AGGREGATE SUM EQUAL TO 10% OF THE ANNUAL CHARGE FOR SERVICES TO USER OR \$1,000, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY, AND (C) ALL PROVISIONS IN THIS SECTION 8 SHALL APPLY IF LOSS, DAMAGE, OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO ANY PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY ANY AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCHNEIDER ELECTRIC OR ANY OTHER PERSON. EXCEPT FOR THE LIMITED LIABILITY OF SCHNEIDER ELECTRIC SET FORTH IN THIS SECTION 8, NEITHER SCHNEIDER ELECTRIC NOR ANY OF ITS AFFILIATES, PROVIDERS, CONTRACTORS, OR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR REPRESENTATIVES OF SCHNEIDER ELECTRIC, THEIR RESPECTIVE AFFILIATES, PROVIDERS, OR CONTRACTORS SHALL HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR INJURY WHATSOEVER IN ANY WAY RELATING TO ANY SERVICES, MATERIALS, OR SCHNEIDER ELECTRIC-READY DEVICES, INCLUDING ANY LOSS, DAMAGE, OR INJURY RESULTING FROM ANY BREACH OF THIS AGREEMENT OR NEGLIGENCE, ACTIVE OR OTHERWISE, INCLUDING ANY LOSS ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN ANY SERVICES OR TRANSMISSION OF SERVICES OR FOR LOSSES OR DAMAGES ARISING OUT OF FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION.

9. EXCLUSION OF DAMAGES. IN NO EVENT SHALL SCHNEIDER ELECTRIC, OR ANY OF ITS , THEIR PROVIDERS, THEIR CONTRACTORS, OR ANY EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR REPRESENTATIVES OF SCHNEIDER ELECTRIC, THEIR AFFILIATES, THEIR PROVIDERS, OR THEIR CONTRACTORS BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND,

REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SCHNEIDER ELECTRIC, OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS DEEMED UNCONSCIONABLE. THE EXCLUSION OF DAMAGES IN THIS SECTION 9 ("SPECIAL DAMAGES EXCLUSION") SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE SPECIAL DAMAGES EXCLUSION IS INDEPENDENT OF ANY AGREED REMEDY.

10. BINDING EFFECT OF AGREEMENT. USER (A) ACKNOWLEDGES, ACCEPTS, AND AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT, (B) WAIVES ALL CLAIMS OF LIABILITY NOT EXPRESSLY AND SPECIFICALLY PERMITTED HEREUNDER, ON USER'S OWN BEHALF AND ON BEHALF OF ANY USER RELATED PARTY, AND (C) AGREES THAT ALL DISCLAIMERS, LIMITATIONS OF LIABILITY, AND EXCLUSIONS OF DAMAGES IN THIS AGREEMENT, INCLUDING THOSE IN SECTIONS 7, 8, AND 9, SHALL APPLY TO ALL USER RELATED PARTIES AS WELL AS TO USER. "USER RELATED PARTY" MEANS EACH MEMBER OF OR VISITOR TO USER'S HOUSEHOLD AND ANY OTHER PERSON ENTERING ANY PREMISES OF USER OR OTHER PREMISES ON WHICH USER USES ANY SERVICES, SCHNEIDER ELECTRIC MATERIALS, OR SCHNEIDER ELECTRIC-READY DEVICES. USER REPRESENTS AND WARRANTS THAT USER HAS FULL AUTHORITY TO MAKE THE WAIVERS AND AGREEMENTS ON BEHALF OF USER RELATED PARTIES SET FORTH IN THIS SECTION 10 AND OTHERWISE TO ENTER INTO THIS AGREEMENT.

11. INDEMNIFICATION. USER SHALL INDEMNIFY, PAY FOR THE DEFENSE OF, AND HOLD HARMLESS ALL SCHNEIDER ELECTRIC INDEMNIFIED PERSONS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGE, COST, LOSS, AND EXPENSE, INCLUDING REASONABLE COUNSEL FEES, OR OTHER LOSSES BASED ON OR RESULTING FROM ANY CLAIM, SUIT, ACTION, PROCEEDING, OR DEMAND (EACH A "CLAIM") AGAINST ANY SCHNEIDER ELECTRIC INDEMNIFIED PERSON RELATING TO OR ARISING FROM THE SERVICES, SCHNEIDER ELECTRIC MATERIALS, SCHNEIDER ELECTRIC-READY DEVICES THAT MAY BE PROVIDED BY SCHNEIDER ELECTRIC OR USED WITH THE SERVICES, OR THIRD PARTY PROVIDERS, INCLUDING ANY SUCH CLAIM BY ANY USER RELATED PARTY OR ANY OTHER PERSON. "SCHNEIDER ELECTRIC INDEMNIFIED PERSONS" MEANS SCHNEIDER ELECTRIC AND ITS AFFILIATES, PROVIDERS, AND CONTRACTORS, AND ALL EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND REPRESENTATIVES OF SCHNEIDER ELECTRIC, ITS AFFILIATES, ITS PROVIDERS, AND ITS CONTRACTORS. THE OBLIGATIONS SET FORTH IN THIS SECTION 11 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON AND SHALL APPLY EVEN IF THE CLAIM ARISES OUT OF SCHNEIDER ELECTRIC'S BREACH OF THIS AGREEMENT, STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS AGREEMENT, FAILURE TO COMPLY WITH APPLICABLE LAW, OR OTHER FAULT.

12. THIRD PARTY PROVIDERS AND OTHER PERSONS. IN ADDITION TO ANY SERVICES THAT MAY BE INCLUDED IN THE SERVICES PROVIDED BY SCHNEIDER ELECTRIC, YOU MAY BE GIVEN THE OPTIONAL CHOICE OF HAVING YOUR HVAC AND ENERGY MANAGEMENT SYSTEM MONITORED AND/OR CONTROLLED BY A THIRD-PARTY, SUCH AS A UTILITY OR OTHER SERVICE PROVIDER ("THIRD PARTY PROVIDER"). IF YOU ELECT TO PARTICIPATE IN ANY OFFERS WITH A THIRD PARTY PROVIDER, THEN THE TERMS OF YOUR AGREEMENT WITH THE THIRD PARTY PROVIDER WILL BE SUBJECT TO THE TERMS OF THIS AGREEMENT. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, SCHNEIDER ELECTRIC ASSUMES NO LIABILITY AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR DUE TO A THIRD PARTY PROVIDER. IF YOU SUBSCRIBE TO ANY SERVICES OR PURCHASE ANY SCHNEIDER ELECTRIC-READY DEVICE, DIRECTLY OR INDIRECTLY FROM OR THROUGH ANY OTHER PERSON, OR FROM SCHNEIDER ELECTRIC THROUGH A REFERRAL FROM ANY OTHER PERSON, YOU AGREE THAT SUCH OTHER PERSON ACTS SOLELY AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT OF SCHNEIDER ELECTRIC. SUCH PERSON SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU FOR THE PERFORMANCE

OR NONPERFORMANCE OF THE SERVICES, AND SCHNEIDER ELECTRIC SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY USER RELATED PARTY FOR THE PERFORMANCE OR NONPERFORMANCE OF ANY PRODUCTS OR SERVICES, OR OTHER MATERIALS YOU PURCHASE FROM SUCH PERSON OR ANY OTHER THIRD PARTY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT THE LIABILITY OF SUCH OTHER PERSON IS, IN ANY EVENT, LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, INCLUDING SECTIONS 7, 8, 9, 10, 11, AND 12.

13. TERM AND TERMINATION. Your subscription terminates whenever this Agreement expires or is terminated by SCHNEIDER ELECTRIC for any reason. This Agreement will remain in effect during the period for which you have subscribed to Services, except that SCHNEIDER ELECTRIC may terminate this Agreement, and your subscription, at any time, with or without notice, in its sole discretion, (a) if you are signed up for a service plan with a fee and if you fail to pay any charges when due, or otherwise violate this Agreement, (b) if the Schneider Electric network operations center or other Schneider Electric facilities are destroyed or damaged and Schneider Electric is unable to restore services, (c) if Schneider Electric cannot acquire or retain the transmission connections or authorization to transmit signals between your premises and the network operations center or, if requested, the monitoring station, (d) for any other reason, or (f) for no reason. If Schneider Electric terminates this Agreement for any reason other than that set forth in item (a) above, Schneider Electric will refund any advance payments you have made for Services to be supplied after the date of such termination. In no event will Schneider Electric be liable for any damages or subject to any penalty as a result of any termination of this Agreement. You may be liable for a termination penalty if you terminate your subscription before the expiration of the period for which you have subscribed. Your subscription shall not survive the expiration or termination of this Agreement, but all disclaimers of warranties, limitations of responsibility and liability, exclusions of damages and other remedies, and indemnification rights set forth in this Agreement shall survive its expiration or termination. Without limiting the foregoing, the following provisions of this Agreement shall survive its expiration or termination: Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17.

14. PRIVACY POLICY. You acknowledge that you have read the Schneider Electric Privacy Policy posted on the Customer Website and at the following link: <http://www2.schneider-electric.com/sites/corporate/en/general/legal-information/data-privacy.page>. The Privacy Policy may be modified by Schneider Electric at any time, with or without notice, in its sole discretion, and you should periodically check the Customer Website for updates. You agree that Schneider Electric may take any act with respect to personal data, including individually identifiable data pertaining to you or other members of your household, so long as such act is not in violation of the Schneider Electric Privacy Policy and is otherwise deemed necessary or appropriate by Schneider Electric for the provision of the Services or otherwise for the conduct of Schneider Electric business or the business of any Affiliate of Schneider Electric.

15. Choice of Law and Forum; Dispute Resolution. THIS AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS, EXCLUSIVE OF ITS CHOICE-OF-LAW RULES. YOU AND SCHNEIDER ELECTRIC AGREE THAT NO SUIT OR ACTION THAT RELATES IN ANY WAY TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, NEGLIGENCE, OR OTHERWISE) SHALL BE BROUGHT AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFROM. YOU AND SCHNEIDER ELECTRIC HEREBY WAIVE ANY RIGHTS TO A JURY TRIAL IN ANY JUDICIAL ACTION BROUGHT BY EITHER YOU OR SCHNEIDER ELECTRIC, WHICH RELATES IN ANY WAY TO THIS AGREEMENT (WHETHER BASED UPON CONTRACT, NEGLIGENCE OR OTHERWISE). IF WAIVER OF JURY TRIAL IS NOT PERMITTED BY LAW, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR OTHERWISE RELATING TO THIS AGREEMENT SHALL

BE RESOLVED BY BINDING ARBITRATION, HELD IN CHICAGO, ILLINOIS, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. NO DEPOSITIONS SHALL BE PERMITTED IN ANY SUCH ARBITRATION PROCEEDING. IN NO EVENT SHALL THE ARBITRATOR HAVE THE AUTHORITY TO MAKE ANY AWARD THAT PROVIDES FOR PUNITIVE OR EXEMPLARY DAMAGES. THE ARBITRATOR'S DECISION SHALL FOLLOW THE PLAIN MEANING OF THE RELEVANT DOCUMENTS. NOTWITHSTANDING THE FOREGOING ARBITRATION REQUIREMENT, IF SCHNEIDER ELECTRIC OR ANY OTHER SCHNEIDER ELECTRIC INDEMNIFIED PERSON BECOMES A DEFENDANT IN A PROCEEDING IN ANY COURT OR OTHER DISPUTE-RESOLUTION FORUM AND THE INDEMNIFICATION OBLIGATIONS OF SECTION 11 APPLY TO THE CLAIM BROUGHT AGAINST SUCH SCHNEIDER ELECTRIC INDEMNIFIED PERSON, OR THERE IS A GOOD FAITH BASIS TO CONTEND THAT SUCH OBLIGATIONS APPLY TO SUCH CLAIM, SCHNEIDER ELECTRIC AND/OR SUCH OTHER SCHNEIDER ELECTRIC INDEMNIFIED PERSON SHALL HAVE THE RIGHT TO ENFORCE THE INDEMNIFICATION OBLIGATIONS, AND ANY OTHER PROVISION OF THIS AGREEMENT, AGAINST USER IN SUCH COURT PROCEEDING, INCLUDING BY IMPEADING OR CROSS-CLAIMING AGAINST USER OR OTHERWISE. IN ADDITION, NOTWITHSTANDING THE FOREGOING, SCHNEIDER ELECTRIC SHALL HAVE THE RIGHT TO SEEK INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION WITH RESPECT TO ANY BREACH BY USER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY BREACH AFFECTING SCHNEIDER ELECTRIC'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR BUSINESS REPUTATION. IN NO EVENT SHALL USER BRING ANY CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION PROCEEDING AGAINST SCHNEIDER ELECTRIC OR ANY OTHER SCHNEIDER ELECTRIC INDEMNIFIED PERSON OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT OR ARBITRATION PROCEEDING.

16. ENTIRE AGREEMENT; AMENDMENT; CONSTRUCTION. This Agreement constitutes the entire agreement between you and Schneider Electric. By entering into this Agreement, you affirm that you are not relying on Schneider Electric's advice, advertisements, or any other representation, promise, condition, inducement, or warranty, express or implied, from any Person that is not expressly and specifically set forth in writing in this Agreement. The terms and conditions of this Agreement apply as presented online without alteration or qualification, unless a change is approved in writing by an authorized officer of Schneider Electric, and shall govern even if you submitted a purchase order or other document with inconsistent or additional terms and conditions. Schneider Electric may amend this Agreement at any time in its sole discretion by notifying User on or in connection with the Services, including by email or by a screen notice visible at login, of such amendment. User hereby agrees to be bound by such amendment. No other amendment shall be enforceable against Schneider Electric unless set forth in a writing signed by an authorized officer of Schneider Electric. As used in this Agreement, the word "including" and its variants mean "including but not limited to" and its respective variants. If any provision of this Agreement or the application of any such provision to any Person or circumstances shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and all other parts of this Agreement shall be enforced to the maximum extent permitted by law. Schneider Electric and User intend that all restrictions on use, disclaimers of warranties, limitations of responsibility and liability, exclusions of damages or other remedies, and indemnification rights of Schneider Electric in this Agreement shall be upheld and applied to the maximum extent permitted by law.

17. OTHER PROVISIONS. User shall not assign this Agreement without Schneider Electric's advance written consent, which Schneider Electric may grant or withhold in its sole discretion. Schneider Electric has the right to assign this Agreement or to subcontract any of its obligations under it without notifying User and without obtaining User's consent. No waiver by Schneider Electric of any right or remedy under this Agreement shall be effective unless expressly and specifically set forth in a writing signed by an

authorized officer of Schneider Electric, and no waiver by Schneider Electric of any right or remedy under this Agreement shall preclude or limit any other or future enjoyment or enforcement by Schneider Electric of such right or remedy.