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PASS & SEYMOUR, INC.

A LEGRAND COMPANY

## END USER LICENSE AGREEMENT

This and all Smart Lighting products from the the radiant and/or adorne collection including Wi-Fi and RF Lighting control products (collectively, the “ Smart Wiring Devices”), include Software licensed to you by Pass & Seymour, Inc., a Legrand company, and, where applicable, by Legrand’s affiliates and suppliers. The term “LEGRAND,” as used herein, shall mean Pass & Seymour, Inc., as well as Pass & Seymour’s affiliated companies. “Software” means any and all firmware programs and associated files provided with respect to the Smart Wiring Devices; any and all software programs, applications or “apps” and associated files provided with respect to the Smart Wiring Devices; all modified versions of and upgrades or improvements to such programs, if such modifications are made by LEGRAND (such as those provided via web-based updates), all subsequent versions of such programs, and all copies of such programs and files.

**IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 5. IT AFFECTS HOW DISPUTES ARE RESOLVED.**

### 1. Terms

YOUR USE OF THE SMART WIRING DEVICES AND THE SOFTWARE ARE SUBJECT TO THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT" or "EULA"). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING, COPYING AND USING THE SMART WIRING DEVICES, THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION (THE "DOCUMENTATION"). THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS EULA, NOT SOLD TO YOU. BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS EULA, DO NOT SIGN THIS AGREEMENT, AND DO NOT INSTALL, COPY OR USE THE SOFTWARE. THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU, AS EITHER AN INDIVIDUAL OR A SINGLE BUSINESS ENTITY, AND LEGRAND.

The term “you,” as used in this Agreement, means any person or entity who accesses or uses the Smart Wiring Devices and/or the Software and any person or entity who creates an Account (as defined in Section 8) and accepts this Agreement, including Owners, Authorized Users (as defined in Section 8) and the parents or guardians of Authorized Users, as applicable.

### 2. Assent to Be Bound

By clicking the "I accept the terms..." checkbox, by executing a written copy of this Agreement, or by installing, copying or otherwise using the Smart Wiring Devices and/or the Software, you agree to be bound by the terms of this Agreement. If you do not agree with any term or condition, do not download, order, open, install or use the Software or Lighting Controls Product package(s). Contact LEGRAND to arrange the return of the Smart Wiring Devices and accompanying materials to LEGRAND.

### 3. Grant of License

Subject to the terms and conditions of this Agreement, LEGRAND hereby grants to you a non-exclusive, non-transferable license (without the right to sublicense) to use the Smart Wiring Devices and the Software in accordance with the Documentation

#### **4. Restrictions on Grant**

Except as otherwise specifically permitted in this Agreement, you may not: (a) modify or create any derivative works of any Software or Documentation, including translation or localization; (b) copy the Software except as provided in this Agreement or elsewhere by LEGRAND; (c) separate Software, which is licensed as a single product, into its component parts. (d) sublicense or permit simultaneous use of the Software by more than one user; (e) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for the Software; (f) redistribute, encumber, sell, rent, lease, sublicense, use the Software in a timesharing or service bureau arrangement, or otherwise transfer rights to any Software; (g) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Smart Wiring Devices(s); (h) publish any results of benchmark tests run on any Software to a third party without LEGRAND prior written consent; or (i) use any Software on a system with more CPUs than the number licensed, by more users than have been licensed, on more computers or computing devices than the number licensed, or by more developers than the number licensed, as applicable.

#### **5. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.**

Any dispute or claim relating in any way to your use of the Smart Wiring Devices and/or the Software will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent C T Corporation System, C T CORPORATION SYSTEM, 111 EIGHTH AVENUE, NEW YORK, NEW YORK, 10011. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

#### **6. Ownership and Copyright of Software**

Title to the Software and all copies thereof remain with LEGRAND. The Software is copyrighted and is protected by United States copyright laws and international treaty provisions. You may not remove copyright notices from the Software. You agree to prevent any unauthorized copying of the Software. Except as expressly provided herein, LEGRAND does not grant any express or implied right to you under LEGRAND patents, copyrights, trademarks, or trade secret information.

## **7. Installation**

You must follow any instructions for installation and operation exactly. LEGRAND bears no responsibility in the event of improper installation or operation. If you cannot comply with the instructions, do not download, order, open, install or use the Software or the Smart Wiring Devices, and contact LEGRAND to arrange the return of the Smart Wiring Devices and accompanying materials.

## **8. Account**

To use the Software, you may be required to register for a user account (“Account”) and provide certain information about yourself as prompted by the applicable registration form. Some Smart Wiring Devices do not require the creation of an Account to operate; however an Account may be required to access all of the Smart Wiring Device’s features and functionality.

By creating an account, you confirm us that:

- the information you provide us are accurate
  - your username and your password, which must be adequately secured, are personal and should not be used by third parties to access to the Software.
  - you will not do anything which could assist anyone who is not a registered user to access to the Software
  - you do not create an account neither in order to divert the use of the functionalities offered by the Software, nor to seek to pass yourself off as another user.
- your use of the Software does not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations).

You are entirely responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You agree to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account, and to maintain your password securely to prevent others from gaining access without your permission. You agree to immediately notify LEGRAND of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security.

LEGRAND is not liable for any loss or damage arising from your failure to comply with the above requirements.

If LEGRAND has serious grounds to believe that the security of the Software is jeopardized or that it is subject of an unauthorized use of your identification means, LEGRAND may temporarily suspend your account, to preserve the integrity of the Software and data and, where appropriate, require the modification of your identification means.

The individual who creates an Account is the “Owner” of that Account. Individuals who are authorized to access an Owner’s Product and the Software are “Authorized Users.” Authorized

Users may have the ability to use the Software and monitor and control the Smart Wiring Devices.

Authorized Users may also have the ability to view information (including personal information).

Authorized Users are responsible for their own actions in connection with the Smart Wiring Devices and the Software, but Owner also hereby agrees to be fully responsible for all actions taken by Authorized Users relating to the Smart Wiring Devices and the Software. If you are an Owner who invites or enables an Authorized User, you acknowledge and agree that such Authorized User may subsequently invite or enable other Authorized Users with the same access and ability to use your Products and the Software. As a result, if you are an Owner, you should authorize only those individuals that you trust to access your Account and the Smart Wiring Devices and Software.

## **9. LEGRAND Privacy Policy**

Information regarding LEGRAND's privacy policy can be found at <https://www.legrand.us/privacy.aspx> which is incorporated into this Agreement, including your agreement to the transfer of your Personal Information to the United States for processing by LEGRAND and its third party providers to enable us to provide the Software to you and otherwise to comply with our legal or regulatory requirements or to further our legitimate business interests. You agree that LEGRAND may monitor your use of the Smart Wiring Devices and use any related data in an aggregate and anonymous manner. This may include compiling statistical and performance information related to the provision and operation of the Services. LEGRAND may make such statistical and performance information publicly available. You also hereby consent that LEGRAND may contact you by any means reasonably available to LEGRAND, including by email, to address any safety and/or performance issues, so long as you remain an active user.

## **10. Warranty Information**

The Software is provided "AS IS" and "WITH ALL FAULTS," without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. LEGRAND makes no warranty that the Software is free of defects or is suitable for any particular purpose.

Your Smart Lighting Controls Product (excluding the Software) is warranted against defects in materials and workmanship in accordance with the warranty information provided with the product.

LEGRAND shall not be liable for any interruptions in the access to the Software. In addition, LEGRAND may, at its own discretion, either temporarily or indefinitely interrupt access to the Software. In order to ensure effectiveness and security of the services, we reserve the right to make changes at any time, without notice, to the technical characteristics of our services.

To the fullest extent permitted by the law, LEGRAND or its partners shall not, in any case, be liable for indirect damage, consequential damage, lost profit or damage from data loss or from operating loss caused by use or by impossibility of using the Software or its content, whether based in contract, negligence, tort, strict liability or any other basis and whether or not LEGRAND Group has been advised of the possibility of such damages.

In case of force majeure or act of God (such as disruption of connections and/or of power supply),

LEGRAND reserves the right to terminate or suspend without notice the operation of the Software. The force majeure suspends the obligations of LEGRAND Group for the entire duration of the force majeure event.

It is expressly understood that are considered as cases of force majeure, in addition to those which are usually retained by law and case law fires, storms, lightning, strikes, floods, earthquakes, epidemics, terrorist attacks, explosions, war, military operations or civil disorders, disruption of means of transportation or procurement, shortage of energy supply, computer viruses, electrical and electromagnetic phenomena which disturb the mobile networks, any legislative or regulatory measures regarding the Software, in whole or in part, in particular those imposed by an organization or a national or international authority, as well as any modifications of these ones, and generally any event which has required the application of local or national plans for maintaining telecommunication service continuity.

## **11. System Requirements**

The Software will not be accessible without: (i) a working Wi-Fi network in your home that is positioned to communicate reliably with the Smart Wiring Devices; (ii) an Account; (iii) mobile clients such as a supported phone or tablet (required from some functionality); (iv) always-on broadband Internet access in your home with bandwidth sufficient to support the Smart Wiring Devices; and (v) other system elements that may be specified by LEGRAND. For example, RF Lighting Control devices also require a lighting hub. Certain Smart Wiring Devices may not require an Account (i) to access all of the devices features and functionality or when used with a smart home device such as Amazon Alexa, Google Assistant or Apple HomeKit. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the Software and/or the Smart Wiring Devices may not work as described when the requirements and compatibility have not been met.

## **12. Automatic Software Updates.**

Smart Wiring Devices are self updating. Security and other functionality updates (e.g., bug fixes) will be automatically installed. By your continued use of such product(s) you acknowledge and agree to automatic updating, which will occur from time to time at Legrand's sole discretion and with or without additional notice to you and that if automatic updating is directly or indirectly block or inhibited, you may experience performance degradation, any warranties will become null and void, and your access to the Services may be suspended.

## **13. Interface to Third Party Products and Services**

The Software interoperates with third party products and services. These third party products and services are beyond LEGRAND's control, but their operation may impact or be impacted by the use and reliability of the Software. You acknowledge and agree that: (i) the use and availability of the Software is dependent on third party product vendors and service providers, (ii) these third party products and services may not operate in a reliable manner 100% of the time, and they may impact the way that the Software operates, and (iii) LEGRAND is not responsible for damages and losses due to the operation of these third party products and services.

(b) Third Party Service Providers Used By LEGRAND. You acknowledge that LEGRAND may use third party service providers to enable some aspects of the Software – such as, for example,

mobile device notifications through mobile operating system vendors and mobile carriers and data storage, synchronization, and communication through a cloud services provider. YOU ACKNOWLEDGE AND AGREE THAT SUCH THIRD PARTY SERVICE PROVIDERS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU ARISING OUT OF THIS AGREEMENT, AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. (c) Equipment, ISP, and Carrier. You acknowledge that the availability of the Software is dependent on (i) your computer, mobile device, home wiring, home Wi-Fi network, Bluetooth connection, and other related equipment ("Equipment"), (ii) your Internet service provider ("ISP"), and (iii) your mobile device carrier ("Carrier"). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier. (d) In addition, LEGRAND may provide the opportunity for you to interface the Smart Wiring Devices and Software to one or more third-party products and software, through and using the Software with the LEGRAND platform. You decide whether and with which third-party Products and software you want to interface. Your explicit authorization is required for this interface, and is revocable by you at any time.

(a) With respect to subparagraphs 13(a) and 13(d), once your consent and/or authorization is given for a particular third-party product, software or service (collectively, "Third Party Products or Services"), you agree that LEGRAND may exchange information and control data regarding you and your products, including your personal information, in order to enable the interface you have authorized. Once this information is shared with the particular Third-Party Product or Service, you acknowledge that its use will be governed by the third party's privacy policy and not by LEGRAND's privacy documentation. Similarly, with respect to information received by LEGRAND from such Third Party Product or Service, unless advised by the provider of the particular Third Party Product or Service of any specific restrictions, you agree that any information received by LEGRAND will be governed by LEGRAND's privacy documentation. You acknowledge and agree that LEGRAND makes no representation or warranty about the safety of any Third-Party Products or Services. Accordingly, LEGRAND is not responsible for your use of any Third Party Product or Service or any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your use of any Third Party Products or Service. You should contact the third party with any questions about their Third Party Products or Service.

#### **14. Confidentiality**

You agree that, unless otherwise specifically provided herein or agreed by LEGRAND in writing, the Smart Wiring Devices, the Software and the Documentation, including the specific design and structure of individual programs and the Software, provided to you constitute confidential proprietary information of LEGRAND. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of LEGRAND. You agree to implement reasonable security measures to protect such confidential information and shall use best efforts to maintain the security of the Software. You will use your best efforts to cooperate with and assist LEGRAND in identifying and preventing any unauthorized use, copying, or disclosure of the Smart Wiring Devices, the Software, the Documentation, or any portion thereof.

### **15. Termination Of This Agreement**

Your rights granted herein will terminate as of the date either party provides written notice to the other party of its intent to terminate this Agreement by written notice to the other party. Upon any expiration or termination of this Agreement, the rights and licenses granted to you under this Agreement shall immediately terminate.

LEGRAND may disable your account at any time and without notice if:

- (a) LEGRAND believes that you are in breach of this Agreement;
- (b) You have demonstrated (whether directly or through your actions or statements or otherwise) that you do not intend to comply with this Agreement;
- (c) Any of our suppliers or partners disables your account;
- (d) We or any of our suppliers or partners believe the law requires us to do so; or
- (e) We decide to stop providing the Services.

### **16. Limitation of Liability**

IN NO EVENT SHALL LEGRAND BE LIABLE FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL, OR (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF LEGRAND OR ITS SUPPLIERS UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED ONE HUNDRED DOLLARS (\$100.00).

### **17. Indemnification**

(a)

You will defend, indemnify, and hold harmless us and our affiliates, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or use of the Smart Wiring Devices and/or Software; or (b) breach of this Agreement or violation of applicable law by you.

You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (b) above at our then-current hourly rates.

(b)

The obligations under this Section 17 will apply only if the party seeking defense or indemnity: (i) gives you prompt written notice of the claim; (ii) permits you to control the defense

and settlement of the claim; and (iii) reasonably cooperates with you (at your expense) in the defense and settlement of the claim. In no event may you agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the indemnified party.

### **18. Governing Law and Choice of Forum**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of

New York, without regard to the conflicts of law rules thereof.

#### **19. Export Restrictions**

You agree to comply with all applicable international and national laws that apply to the Smart Wiring Devices and the Software, including the U. S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S., French, European Union, and other governments.

#### **20. Entire Agreement and Survival**

This Agreement, including any documents referenced herein, constitutes the complete and exclusive agreement between you and LEGRAND with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement can be amended by LEGRAND at LEGRAND's sole discretion by posting the revised terms on the app. Your continued use of the Smart Wiring Devices and Software after the effective date of the revised Agreement constitutes your acceptance of the terms.

Any rights and obligations which by their nature survive and continue after any expiration or termination of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.