

Wiser End User License Agreement (EULA)

IMPORTANT – READ CAREFULLY BEFORE USING THIS SOFTWARE

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS END USER LICENCE AGREEMENT, DO NOT CLICK THE "CONTINUE" BUTTON BUT PREVAIL FROM DOWNLOADING AND USING THE SOFTWARE.

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This End User License Agreement is a legal agreement between Schneider Electric ("Schneider Electric") and You (either as an individual, an entity, or a representative of an entity).

1. Definitions

1.1 For the purposes of this End User License Agreement, the below terms shall have the following meanings unless otherwise stated or clear from the context:

"Components"	Shall mean various components to the Software (as defined below) to which a license can be acquired under the terms of this End User License Agreement as well as any instructions or other material relating to the Software.
"Data"	Shall mean all information exchanged and stored across the Wiser solution.
"Hardware"	Shall mean any Wiser product that the Software is installed on.
"Schneider Electric"	Shall mean that company of the Schneider Electric Group which is registered in the country where You have purchased Your Wiser product.
"Software"	Shall mean the software subject to this End User License Agreement.
"Update"	Shall mean any and all updates to the Software, including but not limited to bug fixes, patches, updates, upgrades, enhancements, new versions, and successors to the Software.
"Warranty Period"	Shall mean A ninety (90) day period from the date of download/ installing of the Software.
"You"	Shall mean you either as an individual, an entity, or a representative of an entity

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2.1 **Rights Reserved:** All title and intellectual property rights, including but not limited copyrights, patents and trademarks in and to the Software as well as all information, data, drawings, specifications, software listings, source or object codes or other documentary information provided to You in respect of the Software remains the sole property of Schneider Electric. The Software is licensed, not sold. All rights not expressly granted are reserved by Schneider Electric.

2.2 **New rights:** You acknowledge that any new inventions, designs or processes which may arise or evolve as a result of the Customer's use of the Software will be the sole property of Schneider Electric unless Schneider Electric expressly agrees otherwise in writing.

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- 3.5 **Support, Upgrade, Maintenance, etc.:** Schneider Electric is only obliged to deliver support, upgrade, maintenance or other services in connection with the Software to the extent such an obligation to deliver such services is specifically undertaken by Schneider Electric in a separate agreement between Schneider Electric and You.

4. Expiry and Termination

- 4.1 **Termination:** Schneider Electric may by notice in writing to You terminate the license(s) granted to You under the End User License Agreement if You are in breach of any term, condition or provision of the End User License Agreement within 14 days of having received written notice of such breach from Schneider Electric.
- 4.2 **Cease of Use Upon Termination:** At the termination, for whatever reason, of the license granted to You, You shall discontinue any and all use of the Software and shall immediately delete or return to Schneider Electric any and all copies of the Software and Accessories or any copies thereof, including partial or modified copies, and shall certify to the Company in writing that it has complied with this obligation.

5. Warranty

- 5.1 **Software Not Error-Free:** For the avoidance of doubt, Schneider Electric does not warrant that the Software will be error-free and will not be obliged to replace the Software where the defect or defects arise from a failure by You to install the Software in accordance with any directions provided by Schneider Electric or from any misuse or negligence by You.
- 5.2 **Warranty:** The following terms of warranty apply:
- 5.2.1 **Limited Warranty:** Schneider Electric warrants that for a period of ninety (90) days from the date of installation the Software will, if used in accordance with the instructions, perform substantially in accordance with the accompanying technical description. The said limited warranty covers the Software for the Warranty Period. If You discover a breach of this limited warranty and You notify Schneider Electric thereof immediately after discovering the breach, and in any event before expiry of the Warranty Period, Schneider Electric shall, to the exclusion of any and all other remedies of breach, use reasonable endeavours to correct, by patch or new release (at Schneider Electric's option), that part of the Software which has caused the non-compliance with the warranty, provided that such non-compliance has not been caused by any modification, variation or addition to the Software not performed by Schneider Electric or caused by Your

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- 6.1 **EXCLUSION OF LIABILITY FOR INDIRECT DAMAGES, ETC.:** IN NO EVENT WILL SCHNEIDER ELECTRIC BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE SOFTWARE (OR TO ANY SERVICE FURNISHED TO YOU), OR UNDERTAKEN BY SCHNEIDER ELECTRIC TO BE FURNISHED TO YOU, OR TO THE USE THEREOF OR OTHERWISE ARISING OUT OF OR RELATING TO ANY OBLIGATIONS THAT SCHNEIDER ELECTRIC MAY HAVE UNDER THE END USER LICENSE AGREEMENT, EVEN IF SCHNEIDER ELECTRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING EXCLUSION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS.
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- 6.3 **THIRD PARTY LICENSES:** FURTHER TO THE ABOVE, IN RELATION TO PARTS OF THE SOFTWARE SUBJECT TO SECTION 7 OF THIS EULA SCHNEIDER ELECTRIC'S LIABILITY SHALL BE FURTHER LIMITED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ALTERNATIVE LICENSE AND SCHNEIDER ELECTRIC WILL IN NO EVENT BE SUBJECT TO A WIDER OR MORE SUBSTANTIAL LIABILITY THAT WHAT IS EVIDENT FROM THE RELEVANT ALTERNATIVE LICENSE IN QUESTION.

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8. Force Majeure

- 8.1 **No Liability in Case of Force Majeure:** Schneider Electric shall be under no liability for anything whatsoever that may constitute breach by Schneider Electric of the End User License Agreement arising by reason of force majeure, namely, circumstances beyond the control of Schneider Electric, including but not limited to acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts.

9. Miscellaneous

- 9.1 **No Waiver:** Failure or neglect by Schneider Electric to enforce at any time any of the provisions of the End User License Agreement shall not be construed nor shall be deemed to be a waiver of Schneider Electric's rights under the End User License Agreement nor in any way affect the validity of the whole or any part of the End User License Agreement nor prejudice Schneider Electric's rights to take subsequent action.
- 9.2 **Use of Data:** Schneider Electric collects Data in order to deliver the best products and services to its customers. You understand and accept that Schneider Electric can collect, hold and process your Data (whether obtained or held in writing, electronically or otherwise) in order to deliver the best products and services, you hereby expressly authorise Schneider Electric to the following (provided that Schneider Electric complies at all times with local data protection law):
- 9.2.1 store and process copies of the Data, and
- 9.2.2 transfer the Data to a destination inside or outside the European Economic Area (EEA) or to store them at a destination inside or outside the EEA for the above purpose.
- 9.2.3 let third parties store and process the Data on behalf of Schneider Electric.
- 9.2.4 Share Data with third parties in order for them to analyse and use the Data.
- 9.3 **Headings:** The headings of the provisions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the provisions of this End User License Agreement.
- 9.4 **Severability:** In the event that any of the provisions of this End User License Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid between the Parties to the fullest extent permitted by law.
- 9.5 **Inconsistencies:** The terms of this Licence prevail over all inconsistent promises, representations or undertakings which may be made in respect of the Software unless Schneider Electric expressly agrees otherwise in writing.
- 9.6 **Change of terms:** Schneider Electric may modify the terms and conditions pursuant to the End User License Agreements from time to time with 14 days notice after such changes have been posted on the Schneider Electric website.
- 9.7 **Software Updates:** Schneider Electric will from time to time provide Updates to the Software. You understand and accept that said Updates are Internet-based and that Schneider Electric will provide this automatically and without prior notice to You as well as Schneider Electric may change or cancel them at any time. You understand that you have to download and install these Updates in order to benefit the most from the Software and Wiser. You also understand and accept that failure to do so may will exempt Schneider Electric from any liability arising out of the Software and the use hereof when the loss in question result from a version of the Software which has later been Updated.

10. Applicable law and venue

- 10.1 **Applicable Law:** This End User License Agreement shall be governed, construed and enforced in accordance with the laws of the country where You acquired the Software.
- 10.2 **Venue:** The venue of any dispute between the Parties arising out of or relating to the End User License Agreement shall be the venue of the local Schneider Electric front office of Your jurisdiction.
- 10.3 **Right to injunctive relief:** Notwithstanding section 10.2 above, Schneider Electric may seek injunctive or equitable relief in any jurisdiction in order to enforce its intellectual property rights.

11. Privacy policy

- 11.1 **To read the Schneider Electric Privacy policy,** please click here:

<http://www.schneider-electric.com/wiser>