

End User Agreement
XC104/204

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Original Hardening documentation

The English-language edition of this document is the original Hardening documentation.

Translation of the original Hardening documentation

All editions of this document other than those in English language are translations of the original Hardening documentation.

1st Edition 2023, publication date 12/2023

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REPRESENTATIONS, WARRANTIES,	- You undertake, represent and warrant that: - you shall comply, at your own expense, with all applicable present or future laws,

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FORCE MAJEURE	- Notwithstanding anything else contained in this Agreement, Eaton shall not be liable for any delay in providing the Product Software or support for the Product Software if such delay arises from or is attributable to acts, events or omissions beyond its reasonable control, including (but not limited to) pandemics, epidemics or endemics, nuclear accident, acts of God, war or terrorist activity, riot, civil commotion, malicious damages (excluding malicious damage involving your employees or your sub-contractors), compliance with any law or governmental order or regulation, accident, industrial action by employees of any provider of electrical power, breakdown of plant or machinery, fire, flood or storm (a "Force Majeure Event") subject to Eaton promptly notifying you in writing of the reasons for the delay and the expected duration of the delay. - The performance of Eaton shall be suspended during the period that the Force Majeure Event persists and Eaton shall be granted an extension of time for performance equal to the period of the delay arising as a result of the Force Majeure Event. - If a Force Majeure Event continues for more than sixty (60) calendar days, Eaton may terminate this Agreement immediately by notice in writing and neither shall be liable to the other by reason of this termination.
MISCELLANEOUS	If a term is found unenforceable or invalid, that term will be enforced to the maximum extent permissible and the remaining provisions of the Agreement will remain in full force and effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign or transfer any of your rights under this Agreement, and any such attempt will be void. Eaton may freely assign or transfer its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Product Software. Subject to the foregoing, this Agreement will bind and ensure to the benefit of the parties, their successors and permitted assigns. Eaton's failure to enforce a term of this Agreement is not a waiver of its right to do so later. No failure or delay by Eaton 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.
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GOVERNING LAW AND JURISDICTION	1. This Agreement and any dispute or non-contractual obligation arising out of, or in connection with, it shall be governed by, and construed in accordance with, the laws of Ireland. You agree that the courts of Ireland are to have exclusive jurisdiction to settle any dispute (including claims for set off and counterclaims), claims, actions, suits or other proceedings which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the Irish courts. You acknowledge and agree that you must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when you knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). 2. Notwithstanding the foregoing, any dispute or non-contractual obligation arising out of, or in connection with the Agreement, may be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules. The parties shall seek to jointly appoint a single arbitrator. If they fail to reach an agreement to the name of the arbitrator within a period of fifteen (15) Business Days from the time when either party proposes the name of an arbitrator to the other party, then either party may apply to the Chairman of the Chartered Institute of

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	Arbitrators in Ireland to nominate an arbitrator and that nominated person shall be the sole arbitrator for the purposes of this Agreement (the "Arbitrator"). The Arbitrator shall take its decision under Irish law and not in equity, and the decision of the Arbitrator shall be final and binding (save for fraud or manifest error). The place of arbitration shall be Dublin and the language of the arbitration shall be English.
AGREEMENT	This Agreement (and any associated order form or other agreements referenced herein) constitutes the entire and exclusive agreement between you and Eaton with respect to the subject matter of this Agreement, and supersedes and replaces any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of this Agreement. No provisions in your purchase orders, or in any other business forms employed by you, will supersede the terms and conditions of this Agreement.
CONTACT US	Any questions regarding this Agreement should be directed to Eaton at: Eaton Attn: IP Law Group 1000 Eaton Boulevard Mail Code 4N Cleveland, OH 44122 Eaton Attn: Global Data Protection and Privacy Office 1000 Eaton Boulevard Cleveland, OH 44122 Email: dataprotection@eaton.com

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