

End User License Agreement (ChalmLite 6)

This End User License Agreement (this “**Agreement**”), is by and between Hubbell Limited (“**Hubbell**” or “**Us**” or “**We**” or “**Our**”) and the entity, including its employees and contractors, (“**You**” or “**Your**”) accessing or using Hubbell’s ChalmLite 6 software to create lighting designs and layouts (“**ChalmLite 6**”).

WE PROVIDE CHALMLITE 6 ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY CLICKING THE “I AGREE” BUTTON BELOW YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT (I) YOU ARE AT LEAST 18 YEARS OF AGE OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE ACCEPTING THIS ON BEHALF OF AN ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY AND BIND THE ENTITY TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT AND DO NOT LICENSE CHALMLITE 6 TO YOU AND YOU MUST NOT DOWNLOAD, ACCESS OR USE CHALMLITE 6. YOUR USE OF AND ACCESS TO CHALMLITE 6 IS SUBJECT TO OUR PRIVACY POLICY, WHICH IS AVAILABLE HERE: <https://www.hubbell.com/hubbell/en/terms-of-use#99>. BY ACCESSING OR USING CHALMLITE 6, YOU AGREE THAT WE CAN COLLECT AND USE YOUR INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ANY RIGHT CONCERNING ANY HARDWARE, SOFTWARE OR APPLICATION THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF CHALMLITE 6.

1. License Grant and Scope. Subject to and conditioned upon Your strict compliance with all terms and conditions set forth in this Agreement, We hereby grant You a non-exclusive, non-transferable, non-sublicensable, limited license to, during the Term, download, install and use ChalmLite 6 and any user manuals, technical manuals and any other materials provided by Us, in printed, electronic or other form, including information on Our website and accessible within ChalmLite 6, that describe the operation, use or technical specifications of ChalmLite 6 (“**Documentation**”), solely in connection with Your internal business purposes to create lighting designs and layouts. We may revise or discontinue access to ChalmLite 6 at any time, without notice to You. Full use of ChalmLite 6 is dependent upon Your use of adequate and compatible internet access, software and hardware. You are responsible for securing such access, software and equipment, and Your failure to do so could affect Your access to, and the functioning of, ChalmLite 6.

2. Use Restrictions. You shall not, and You shall not allow, encourage, enable or solicit any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity other than You or Us (each, a “**Third Party**”) to, directly or indirectly:

- (a) use (including make any copies of) ChalmLite 6 or Documentation beyond the scope of the license granted under Section 1;
- (b) use any information or data obtained through ChalmLite 6 for unlawful or infringing purposes;
- (c) copy, modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of ChalmLite 6 or Documentation or any part thereof;
- (d) combine ChalmLite 6 or Documentation or any part thereof with, or incorporate ChalmLite 6 or Documentation or any part thereof in, any other programs or services;
- (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of ChalmLite 6 or any part thereof;

- (f) remove, delete, alter or obscure any trademark, copyright, patent or other intellectual property or proprietary rights notices provided on or with ChalmLite 6 or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available ChalmLite 6 or Documentation, or any features or functionality of ChalmLite 6, to any Third Party for any reason;
- (h) use ChalmLite 6 or Documentation in violation of any law, regulation or rule;
- (i) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection or security features in ChalmLite 6 or Documentation; or
- (j) use ChalmLite 6 or Documentation for purposes of competitive analysis of a competing product or service or any other purpose that is to Our commercial disadvantage.

3. Responsibility for Use of ChalmLite 6. Any act or omission of Your employees, contractors or other individuals (collectively “**Authorized Users**”) You permit to access ChalmLite 6 that would constitute a breach of this Agreement if taken by You will be deemed a breach of this Agreement by You. You shall make all Authorized Users aware of this Agreement’s provisions and their applicability to such Authorized Users’ use of ChalmLite 6, and cause Authorized Users to comply with such provisions. Your right to use and/or access ChalmLite 6 and Documentation is conditioned upon Your compliance with the requirements of this Agreement. If You fail to adhere to any part of this Agreement, We may terminate, in our sole discretion and without notice to You, Your use of, or access to, ChalmLite 6 or Documentation.

4. Monitoring, Audit and Expectations of Privacy. ChalmLite 6 is subject to monitoring by Us at all times to ensure proper functioning, to prevent unauthorized use and violations of laws and regulations, to deter criminal activity, and for Our other business purposes. You and your Authorized Users of ChalmLite 6, hereby acknowledge and agree that any information placed in ChalmLite 6 is subject to monitoring and is not subject to any expectation of privacy from Us beyond the obligations of applicable law and our Privacy Policy, which is linked in the introductory paragraph of this Agreement. We reserve the right to disclose to law enforcement authorities information concerning Your use of, and/or access to, ChalmLite 6.

5. Updates. We may from time to time in Our sole discretion develop and provide ChalmLite 6 updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality of ChalmLite 6. You agree that We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of ChalmLite 6. You may be required to download and install Updates as a condition to Your continued use of and access to ChalmLite 6.

6. Intellectual Property Rights. As used herein, “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. You acknowledge and agree that ChalmLite 6 and Documentation are provided under license, and not sold, to You. You do not acquire any ownership interest in ChalmLite 6 or Documentation under this Agreement, or any other rights thereto other than to use ChalmLite 6 and Documentation in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. As between You and Us, We reserve and shall retain Our entire right, title and interest in and to ChalmLite 6 and Documentation and all Intellectual Property Rights arising out of or relating to ChalmLite 6 and Documentation, except as expressly granted to You in this Agreement. You shall promptly notify Us if You become aware of any infringement of Our Intellectual Property Rights in ChalmLite 6 or Documentation, and You agree to fully cooperate with Us, at Our sole expense, in any legal action taken by Us against a third party to enforce Our Intellectual Property Rights.

7. Confidentiality. You acknowledge and agree that the structure, organization and source code for ChalmLite 6 are proprietary confidential information of Ours and Our licensors. You agree not to provide or disclose any confidential information of Ours (including relating to or derived from ChalmLite 6 or Documentation) to any Third Party.

8. Term and Termination. This Agreement shall be effective upon Your clicking “I Agree” as described below and shall remain in effect until terminated as provided herein (the “**Term**”). We may terminate this Agreement immediately and without notice if We cease to support ChalmLite 6, which We may choose to do in Our sole discretion. This Agreement may terminate immediately and automatically without notice if You violate any term or condition of this Agreement. Upon termination of this Agreement for any reason, the licenses granted hereunder shall immediately terminate, and You shall cease using ChalmLite 6 and remove all copies of ChalmLite 6 from whatever hardware you have used to access ChalmLite 6. Termination will not limit any of Our rights or remedies at law or in equity. Sections 2, 3, 4, 6-11, 13, and 14 shall survive termination.

9. Disclaimer of Warranties. CHALMLITE 6 AND ANY INFORMATION PROVIDED TO YOU THROUGH CHALMLITE 6 IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO CHALMLITE 6 AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, ACCURACY, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION OF THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT CHALMLITE 6 WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE ERROR FREE, ARE SECURE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Limitation of Liability. **PLEASE CAREFULLY READ THIS SECTION, WHICH LIMITS THE REMEDIES YOU MAY SEEK FROM US.**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE CHALMLITE 6, LOST REVENUES OR PROFITS, DELAYS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, DEVICE OR SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SECURITY, PERSONAL INJURY, PROPERTY DAMAGE OR FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOUR USE OF CHALMLITE 6 IS ENTIRELY AT YOUR OWN RISK.

(b) YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH IN THIS SECTION 11 FORM A FUNDAMENTAL PART OF THIS AGREEMENT AND THESE LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. YOU FURTHER ACKNOWLEDGE THAT CHALMLITE 6 IS PROVIDED AT NO COST AS A COURTESY TO YOU AND THAT FOR THE AVOIDANCE OF DOUBT, WE HAVE NO LIABILITY ASSOCIATED WITH YOUR USE OF CHALMLITE 6.

11. Indemnification. You agree to indemnify, defend and hold harmless Us, Our affiliates, and Our and their officers, directors, employees, agents, affiliates, successors and assigns from and against any and all

losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to Your use or misuse of ChalmLite 6 or the Documentation, including without limitation claims that Your use or combination of ChalmLite 6 with any hardware, software, system, network or service, or other matter whatsoever that is neither provided by Us nor authorized by Us in this Agreement infringes any intellectual property or other rights of any third parties, or Your breach of this Agreement. We reserve the right to assume control of the defense of any third party claim that is subject to Your indemnification, in which case You will cooperate with Us in asserting any available defenses.

12. Export Regulation. ChalmLite 6 and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release ChalmLite 6 or Documentation to, or make ChalmLite 6 or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making ChalmLite 6 or Documentation available outside the US.

13. Dispute Resolution.

PLEASE CAREFULLY READ THE FOLLOWING SECTION, WHICH REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS YOU MAY HAVE WITH US, AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK REMEDIES FROM US. You agree that all disputes, claims, actions or causes of actions between You and Us arising from or relating to this Agreement, ChalmLite 6, or Documentation (“**Dispute**”) shall be subject to the arbitration procedure described below.

(i) You and We agree all Disputes shall be resolved through final and binding arbitration, except as expressly set forth otherwise in this Agreement. You can decline this agreement to arbitrate by emailing HCE_Contracts@hubbell.com within 30 days of first accepting this Agreement, stating Your full name and that You decline to accept this arbitration agreement. The American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will take place in New Haven County, Connecticut or such other location to which We agree in writing. The AAA rules will govern payment of arbitration fees.

(ii) You may only resolve Disputes with Us on an individual basis, and You may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not permitted for any Disputes or for any other reason related to this Agreement.

(iii) This Agreement is governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision. In the event that the agreement to arbitrate set forth in this Section is found not to apply to You (or as otherwise expressly set forth in the Agreement), any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Connecticut in each case located in Hartford County, Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts. You and We each agree to waive our respective right to a jury trial. Regardless of any law to the contrary, any Dispute must be filed within one (1) year after such Dispute arose, or else that Dispute will be barred forever.

14. Miscellaneous.

(a) This Agreement constitutes the sole and entire agreement between You and Us with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(b) You shall not assign or otherwise transfer any of Your rights, or delegate or otherwise transfer any of Your obligations or performance, under this Agreement, without Our prior written consent, which consent We may give or withhold in Our sole discretion.

(c) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any Third Party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(d) This Agreement may be amended, modified or supplemented by Hubbell from time to time and without notice to You, and Your clicking the "I Agree" button below signifies Your agreement to the most-current version of the Agreement. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

THIS AGREEMENT IS DESIGNED TO INFORM YOU OF YOUR RIGHTS AND OBLIGATIONS WHEN USING THE CHALMLITE 6 SOFTWARE AND, BY CLICKING THE "I AGREE" BOX WITHIN THE MAILCHIMP SOFTWARE REQUEST FORM PRIOR TO DOWNLOADING, YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOURSELF AND THE ORGANIZATION FOR WHICH YOU WORK.