

## COOPER LIGHTING SOLUTIONS END-USER LICENSE AGREEMENT

Last Revised Date: April 15, 2020, Version 1.0

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- Engage in any behavior that is designed to gain unauthorized access to protected areas of the Product Software and/or Cooper Lighting’s computers, servers or networks, and/or any computers or systems used by other users of the Product Software.

- Make unauthorized attempts to modify any information stored in the Product Software.
- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Product Software.
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**By accepting this Agreement, you waive and hold harmless Cooper Lighting from any claims resulting from any action taken by Cooper Lighting during or as a result of Cooper Lighting's investigation and/or from any actions taken as a consequence of investigations by either Cooper Lighting or law enforcement related to your use of the Product Software.**

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If Authorized Parties in California have any questions or complaints about Cooper Lighting they may also contact: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired persons may call (916) 928-1227 or (800) 326-2297 via TTY device.

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**Miscellaneous.** If any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. No failure or delay by Cooper Lighting 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. No provisions in purchase orders, or in any other business forms employed by you, will supersede the terms and conditions of this Agreement.

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**Compliance with License and Laws.** You shall comply with all federal, state, local and foreign laws, regulations, rules and ordinances pertaining to the license granted to you under this Agreement. If any part of this Agreement is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this Agreement shall remain in full force and effect and shall be enforced to fullest extent permitted by law.

**Governing Law and Interpretation.** To the extent not prohibited by law, you agree that this Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Georgia applicable to contracts wholly made and to be performed within the State of Georgia, and to irrevocably submit to the sole and exclusive jurisdiction of the courts of Georgia or the Federal courts of the Northern District of Georgia, and to irrevocably consent to the exercise of personal

jurisdiction by such courts and waive any right to plead, claim or allege that Georgia is an inconvenient forum.

**Agreement.** This Agreement constitutes the entire agreement between you and Cooper Lighting regarding the use of the Product Software and supersedes any prior or contemporaneous understandings and agreements between you and Cooper Lighting related to its subject matter.

**If you have any questions regarding this Agreement, you may contact Cooper Lighting at:**

Cooper Lighting  
Attn: Law Department  
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Peachtree City, GA 30269  
Email: [privacy@cooperlighting.com](mailto:privacy@cooperlighting.com)

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