

PLEASE READ THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE INSTALLING AND/OR ENABLING THE PREDICTPULSE™ MONITORING SERVICE ("PredictPulse Service"). THIS AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND THE ENTITY YOU REPRESENT (IF ANY) (COLLECTIVELY, "YOU"), AND EATON CORPORATION, CLEVELAND, OH, USA, AND ITS AFFILIATES ("EATON"), STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PredictPulse Service. BY CLICKING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF EATON AS STATED HEREIN. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS IN THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON AND DO NOT INSTALL AND/OR ENABLE THE PredictPulse Service.

You represent that you have the authority to bind the entity that you represent to the terms and conditions in this Agreement.

You represent that you will protect the privacy of the username and password that allow you to access the PredictPulse Service and will not share your username or password with any individual or entity or allow any individual or entity to gain access to the PredictPulse Service using your username or password. If, at any time, your status with the entity that you represent changes, you shall immediately notify EATON and discontinue all access and use of the PredictPulse Service and any information you may have obtained from the PredictPulse Service.

Except for personally identifiable information, the use and disclosure of which is addressed in the Privacy Notice below, EATON may use or disclose any and all information provided by you to EATON, regardless of whether the information is marked or otherwise identified as confidential or proprietary.

PRIVACY NOTICE

EATON collects the following personally identifiable information from individuals that register to use, use, or otherwise access the PredictPulse Service for the purpose of allowing EATON to provide the PredictPulse Service to you: name; title; employer; address(es) (residential and/or business); telephone number(s) (personal and/or business); and email address(es) (personal and/or business) (collectively, "Personal Information"). EATON does not sell Personal Information disclosed to it through the PredictPulse Service, but it may transfer such Personal Information outside of the United States and share the Personal Information with third parties that EATON retains to provide services on its behalf and to EATON's sales representatives, which include third parties. In addition, EATON may disclose Personal Information it collects as required by law, an arbitral body, a court of competent jurisdiction, a law enforcement agency, or any other government agency, and may disclose Personal Information it collects when it believes it is appropriate to prevent physical or financial loss or in connection with an investigation of suspected or actual illegal activity. If you desire to withdraw your consent to EATON's use of your Personal Information in connection with the PredictPulse Service, you can submit a request to EATON to remove your Personal Information from the PredictPulse Service at the following email address: iam@eaton.com or auto link <mailto:iam@eaton.com>, specifying removal of your Personal Information from the PredictPulse Service. Following receipt of such request, EATON will remove all of your Personal Information from the PredictPulse Service. If you withdraw your consent to EATON's use of your Personal Information as described in this Agreement, EATON may terminate your access to the PredictPulse Service. To the extent that you input or otherwise provide in the PredictPulse Service the Personal Information of another individual ("Other Individual"), you represent that you have obtained such Other Individual's prior written consent to: 1) allow you to input such Other Individual's Personal Information into the PredictPulse Service and 2) the foregoing Personal Information privacy terms. You shall have sole responsibility for any violation of privacy laws as a result of your failure to obtain the Other Individual's prior written consent as described in the preceding sentence.

Any sale of the PredictPulse Service by EATON shall be governed solely by EATON's standard selling policy T-0 Service Agreement – Terms and Conditions and Scope of Work, Attachment R-32 ("Service Agreement"), or solely by the standard terms and conditions of EATON's applicable affiliate, unless otherwise agreed to in writing. EATON hereby expressly rejects any and all additional or different terms, irrespective of where contained, and no such different or additional terms shall form part of this contract or be binding on EATON. In case of any conflict between this Agreement and the Service Agreement, the terms and conditions of the Service Agreement shall control.

These terms and conditions shall be governed by the laws of the State of Ohio, USA.