

Definitions

Agreement: The contract between the Customer and the Contractor under which the Customer shall purchase and/or license a Product from the Contractor.

Customer: The Customer is the entity that is purchasing the Product.

Contractor: S&C Electric Company

Customer Data: Customer Data is all data and information provided by, relating to, of, or concerning the Customer that is/was obtained by, disclosed to, or otherwise made available to the Contractor. This includes the Customer's systems procedures, processes, employment practices, sales costs, profits, pricing methods, organization/employee lists, finances, product information, inventions, designs, methodologies, information systems, intellectual property, and reports.

Product: Product is the material or equipment the Customer is purchasing and/or licensing under the Agreement and may consist of application software, utility, firmware, hardware, or any combination of these provided by the Contractor to a Customer for the licensed purposes described within the Agreement.

Data Protection

If relevant to the scope of product supply, the Contractor agrees to implement and establish reasonable security protocols for the retention of Customer Data. As between the Customer and the Contractor, the Customer will retain its rights in the Customer Data provided. However, the Customer hereby grants the Contractor a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, and create derivative works of all Customer Data for the purposes of (i) providing the services to the Customer and (ii) developing new products. (Excluded from these rights is any information that identifies the customers of the Customer by name, Social Security number, or other government-issued identity number, as well as birth date, address, telephone number, or other personally identifiable information as prescribed by local law.)

The Contractor assumes no responsibility for the Customer or third-party content carried on the Customer's or the Contractor's systems. The Customer warrants and represents that, during the term of this Agreement, (a) it has the legal right and authority to grant the Contractor access to view, store, and use the Customer Data to provide the Product, and (b) the Contractor's transmission, use, and storage of any such Customer Data in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between the Customer and any third-party.

The Customer will indemnify, defend, and hold the Contractor harmless from any claims, liabilities, losses, causes of action, damages, settlements, costs, and expenses (including, without limitation, attorneys' fees and costs) arising from any claim that the Contractor's access, storage, use, transmission, or disclosure of Customer Data under the Agreement was unlawful or not authorized.

If the Customer is based in the European Union, the Customer is deemed a "controller" of any personal identifiable information disclosed to the Contractor, who acts as a "processor" under this Agreement, as defined by EU General Data Protection Regulation. The Contractor assumes no responsibility for any of the following that may lead to unlawful loss, access, or disclosure of Customer Data: (i) the security of the backhaul between any integrated devices and the server and/or computer, (ii) the security of any systems or solutions of the Customer or its suppliers, or (iii) any vulnerabilities in any third-party software, hardware, or services used by the Customer or its suppliers. The Customer shall further indemnify the Contractor and hold the Contractor harmless for any claims or loss of Customer Data stored within Products returned to the Contractor as part of warranty services or non-warranted maintenance service.

Security Audits

The Contractor will, from time to time, promptly and accurately complete any information security questionnaire provided by the Customer no more than annually (except in the event of a Security Event or if there is a mutually agreed upon change to the scope of the Product supply or the scope, excluding firmware or cybersecurity patching or other Contractor-recommended patching, of Customer Data needed to supply the product). The Contractor also will promptly and accurately provide other information pertaining to the Contractor's performance under this addendum reasonably requested by the Customer from time to time.

The Contractor warrants and covenants that all information submitted to the Customer by or for the Contractor from time to time (including, without limitation, any applications, questionnaires, and responses to the Customer inquiries provided prior to the execution of the Agreement) are truthful, accurate, and not misleading.

The Contractor agrees that no more than once every two (2) years it will conduct an internal security audit. The scope of the audit shall be limited to the general IT controls as the Contractor deems necessary. Any additional audit required by the Customer will be at the Customer's sole expense.



Security Event

The Contractor agrees to: (a) notify the Customer, as soon as reasonably possible, but in no case later than forty-eight (48) hours after it becomes aware, of any successful breach or loss of, destruction of, unauthorized access to, acquisition of, use of, disclosure of, or other compromise of Customer Data (each such event referred to in this document as a “Security Event”). Such notice shall summarize in reasonable detail the effect on the Customer; (b) immediately investigate and perform a root-cause analysis of the Security Event; (c) cooperate reasonably with the Customer and remediate the effects of such a Security Event; and (d) provide the Customer with reasonable assurances such a Security Event is not reasonably likely to recur.

The content of any filing, communication, notice, press release, or report related to any Security Event shall be agreed upon by the parties prior to any publication or communication. The Contractor shall indemnify and hold the Customer harmless for any direct, actual, and measurable costs associated with the Security Event, subject to the limitations described “Limitations of Liability” section. The Customer will not further distribute to any party in any form that the Security Event occurred unless agreed to in writing by the Contractor.

An overview of the Contractor’s Information Security Policies may be made available upon request.

Limitation of Liability

IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS ADDENDUM OR THE PROCESSING OF DATA. THE PARTIES AGREE THE OVERALL AGGREGATE LIABILITY OF THE CONTRACTOR AND ANY OF THE CONTRACTOR’S AFFILIATES ARISING OUT OF, OR IN CONNECTION WITH , THIS ADDENDUM SHALL IN NO EVENT EXCEED THE AMOUNTS PAID UNDER THE AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE TOTAL CUMULATIVE LIABILITY OF THE CONTRACTOR AND ANY OF THE CONTRACTOR’S AFFILIATES ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE PROCESSING OF DATA, SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE LIABILITY CAP.

Note: To report any ethics or compliance concerns, please contact, openly or anonymously, the S&C Helpline at sandc.ethicspoint.com.