

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/7/2022

Contract/Agreement Vendor: Emerson Cooper-Atkins- Karl Armbrulo

Name of Vendor & Contact Person
KarlChristian.Armbrulo@emerson.com
Vendor Email Address

Notifeye Hosting Subscription the monitoring system for the freezers and coolers
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

CN
Reason/Audience to benefit
11/7/2022
BOE Date

\$ 2,700.00
Amount of agreement

Person Submitting Contract/Agreement for Review: Emily McNally

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Emily McNally PD/AD

Does this Contract/Agreement utilize technology? YES / NO
If yes, Technology Admin: [Signature]

Cabinet Team Member: [Signature]

Funding Source: 022 Fund/Project 000-3140-530-0000-000-022 OCA5 Coding

Consent

Action

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Emerson Cooper-Atkins to provide the Notifeye system to all sites for the 2022-2023 school year. The approximate cost to the District will be \$2700.00 and will be paid with Child Nutrition Funds.

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The Item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Price Quote



Emerson Commercial & Residential Solutions Cooper-Atkins

Quote Number: 20221014-BrokenArrowPublicSchool

Date: 10/14/2022
To: Broken Arrow Public Schools
109 S. 5th St. Broken Arrow
OK, 74012

Attn: Lora A. Grim
Email: lgrim@baschools.org

Effective Date: 9/1/2022
Expiration Date: 11/30/2022

MODEL	Customer Part Number	Part Description	Price	Notes
15400		NOTIFEYE HOSTING SUBSCRIPTION SERVICE	\$ 2,700.00	NotifEye Gen4 system \$100 per gateway, 27 total gateway count.

Sales Representative: Mico Sabaricos
Phone: 937-494-7543
Fax:
E-Mail: mico.sabaricos@emerson.com

THESE PRICES ARE EFFECTIVE WITH ORDERS SHIPPED ON OR AFTER THE EFFECTIVE DATE MENTIONED IN THE HEADER.

ALL PRICES ARE F.O.B. POINT OF MANUFACTURE, SUBJECT TO CHANGE WITHOUT NOTICE, AND WILL BE THOSE IN EFFECT AT TIME OF ORDER CONFIRMATION. WHEN ORDERING, PLEASE USE COMPLETE MODEL NUMBER.

EMERSON COMMERCIAL & RESIDENTIAL SOLUTIONS

[Emerson's Terms](#)

[Cold Chain - Digital Solutions Terms of Sale](#)

These Terms and Conditions of Service shall apply to the supply of services by Seller – if purchasing goods and/or products, the current version of Emerson's Digital Cold Chain Terms & Conditions of Sale ("Terms of Sale"), which are incorporated by this reference, shall also apply, in the event of any conflict between these Terms and Conditions of Service and the Terms of Sale, these Terms and Conditions of Service shall control. Any capitalized term which is not herein defined shall have the same definition as found in the Terms of Sale. Any term capitalized herein and not defined in either location shall have its ordinary, dictionary definition applied.

1. TRIAL BASIS:

A. Seller may make one or more Services available to Buyer on a trial basis free of charge until the earlier of (i) the termination date set forth on any applicable Orders or (ii) the start date of any Services purchased by Buyer. Additional trial terms and conditions may appear on the applicable orders. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

B. ANY DATA BUYER ENTERS INTO THE SERVICES BY OR FOR BUYER DURING THE TRIAL PERIOD WILL BE PERMANENTLY LOST UNLESS BUYER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED DURING THE TRIAL PERIOD. BUYER MUST EXPORT OUTPUT BEFORE THE END OF THE TRIAL PERIOD OR OUTPUT WILL BE PERMANENTLY LOST. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO THE LOSS OF SUCH DATA, EVEN IF SELLER HAS BEEN APPRISED OF THE CONSEQUENCES OF SUCH LOSS PRIOR TO OR DURING THE TRIAL PERIOD.

C. All the terms and conditions of this Agreement, including the Terms incorporated by reference herein, are binding on Buyer and Buyer's use of the Services during the trial period. NOTWITHSTANDING SECTION 11 DURING THE TRIAL PERIOD THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING SECTION 12, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO SELLER'S PROVISION OF THE SERVICES OR BUYER'S USE OF THE SERVICES DURING THE TRIAL PERIOD.

2. START AND DURATION OF SERVICES: Seller shall perform the Services, subject to the fulfillment by Buyer of all conditions precedent stipulated by Seller. In the case of Services to be performed on Buyer's premises ("Site"), traveling time between Seller's personnel's home bases and Site shall, unless otherwise expressly agreed in writing by Seller, be deemed to be part of the Services and shall be chargeable. Performance of the Services by Seller shall be subject to the timely provision by Buyer of adequate and accurate information and/or instructions. Seller shall not be liable for any delay or increase in the work caused by Buyer's failure to provide such information and/or instructions, nor for any other acts or omissions of Buyer, and Buyer shall reimburse Seller for any additional costs incurred by Seller as the direct result of any such failure, act or omission. Any times for completion shall be treated as estimates only, unless expressly otherwise agreed, not rendering Seller liable in any way for failure to complete the Services by such times. In all cases the time for completion shall be extended in cases such as, but not limited to, the event that Seller is prevented from fulfilling its obligations due to industrial disputes or any other circumstances beyond its reasonable control. One condition precedent may be that Buyer must click to accept or agree or sign such a statement, if Seller so requires to begin Services.

3. PURCHASED SERVICES:

A. Seller shall make the Services available to Buyer as purchased by Buyer through Orders pursuant to this Agreement and subject to these Terms. Buyer agrees that Buyer's purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Seller regarding future functionality or features.

B. Buyer agrees that (i) Services are purchased as subscriptions and may not be accessed or used by Buyer, the users, or Buyer's employees, contractors, or other participants in excess of the subscription amounts specified in the Orders, (ii) additional subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional subscriptions are added, and (iii) the added subscriptions shall terminate on the same date as the pre-existing subscriptions. Except as otherwise specified by Seller in the Orders, subscriptions are based on the persons designated by Buyer as the permissible users or employees, contractors, or other participants and cannot be shared or used by anyone except as permitted in the Orders. Buyers is responsible for ensuring that Buyer's employees, contractors, and customers comply at all times with the Terms in using the Goods or Services.

4. PRICES: The applicable prices for Services are set forth in Seller's written proposal, statement of work, or Acknowledgement of Order Form.

5. PERMITS, FEES, AND TAXES: Buyer shall obtain and pay for all permits, licenses, visas, and other approvals (if any) required for Seller to perform Services. Buyer shall also be responsible for all sales, value added, use, excise, or similar taxes arising from the sale and/or performance of Services. All undisputed overdue Fees will be subject to a finance charge at the lesser of one percent (1.0%) per month or the maximum rate allowed by law beginning fifteen (15) days after a Fee is due, plus all expenses, including attorney's fees and expenses, incurred by Seller in collecting any overdue amounts. Buyer's obligation to pay any Fees and/or interest shall survive the expiration or earlier termination of the Agreement and/or any applicable invoice. Fees for the Services are exclusive of all taxes now in force or enacted in the future, and the Buyer shall pay all such applicable taxes. Buyer shall be responsible for obtaining and providing to Seller any certificate of exemption or similar document required exempting Buyer from any tax liability.

6. BUYER SUPPLIED INFORMATION:

A. Should Seller become aware of any errors, inaccuracies, inconsistencies, or ambiguities in the information provided by Buyer, it shall advise Buyer of same; it being recognised by Buyer that Seller shall have no obligation to verify or otherwise assess the correctness of information provided to it. Buyer shall promptly advise Seller if Buyer becomes aware of any inaccuracy or error in Seller's interpretation of Buyer's information.

B. Buyer shall indemnify and hold Seller fully harmless against all claims, liabilities, costs, losses and/or expenses of any kind whatsoever arising directly or indirectly as the result of Seller having acted upon or carried out the Services in accordance with Buyer's or its representative's, agent's or servant's instructions, or Buyer supplied information.

7. SUPPLY OF SELLER'S PLANS FOR APPROVAL:

A. If Seller is required to submit to Buyer for Buyer's approval copies of specifications and/or drawings, unless otherwise agreed, two copies only shall be submitted. Such specifications and drawings submitted shall be approved within the periods agreed, or when no periods are agreed, within fourteen (14) days from the date of submission. They shall be deemed to have been approved upon expiry of such period if Buyer shall not have given his approval or otherwise in writing before expiry thereof. However, on a case by case basis Seller shall be entitled to stop working, if Buyer does not approve within the period agreed above. Any agreed timeline shall be reasonably extended after such stop of work.

B. Buyer shall promptly advise Seller if Buyer becomes aware of any inaccuracy or error in Seller's Data.

8. CONFIDENTIALITY: In accordance with a fully executed Non-Disclosure Agreement applicable to the Services provided, or in the absence of an applicable NDA:

A. Seller undertakes for a period of five (5) years from the date of formation of the Contract to keep confidential and not to disclose to any third-party without Buyer's written consent any Data supplied by Buyer relating to the Site or Buyer's/Client's processes which have been designated in writing by Buyer as confidential, except as may be necessary for the proper performance of the Contract or where required by law to do so.

B. Buyer shall for a period of five (5) years from the date of the Contract keep confidential and not disclose to others without Seller's prior permission in writing any Data whether of a commercial or technical nature, acquired from Seller and shall use the same only for the purpose of (a) carrying out the Contract, and (b) the installation, operation and maintenance of the Goods.

C. Both parties agree to keep Data received from the other party and which is the subject of Section 8(A) and/or 8(B) in the way they keep information of their own.

D. Nothing contained in Sections 8(A), 8(B) and 8(C) shall apply to prevent either party from disclosing Data:

- in its possession (with no restriction on disclosure) prior to receiving it from the other, or
- which is or later becomes public knowledge other than by breach of this Section, or
- which it may independently receive from a third-party with no restriction on disclosure, or
- which is independently developed by an employee who has not benefited from the Data referred to in Section 8(A) or 8(B).

9. INTELLECTUAL PROPERTY

A. Seller shall retain ownership of all inventions, designs, processes, algorithms, including software, models, designs, drawings, documents, inventions, information and know-how made or evolved by it, whether during the course of providing Services or otherwise, and, except as provided in this Section 9, no rights in intellectual property are hereby granted.

B. All Software and Documentation, all derivative works, all art, design, and information contained on Seller's websites, and all related intellectual property are the sole and exclusive property of the Seller. The Buyer has no rights in the intellectual property except those limited license rights expressly granted in this agreement. Buyer and its employees and agents shall use the Services in compliance with all applicable licenses, contracts, laws, ordinances, orders, rules and regulations, and shall not attempt to access or use the Services or Host Network in any unauthorized or improper manner. Buyer and its employees and agents shall not attempt to circumvent any of Seller's technical security or licensing restriction on the Software, Services, or any network used by Seller to host Software and data ("Host Network"). Buyer and its employees shall not access, retrieve or index any Seller website except as specifically authorized in this agreement. Buyer shall not manufacture, duplicate, alter, adapt, modify, translate, reverse engineer, decompile, or disassemble the Software or any related information.

C. Neither party shall use or take any derivative works, or any other intellectual property of the other party or

D. Seller grants to the Buyer a limited, non-exclusive, non-transferable right and license to access and use the Software (including Documentation) and Services described in the statements of work during the term of this Agreement, solely for internal business operations and not for sublicensing, sharing with, or resale to any other party. This license is subject to the terms of an applicable End User License Agreement which is incorporated by reference as part of this Agreement. "Documentation" includes all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use.

E. Buyer shall not (i) permit any third-party to access the Software or Services except as permitted herein or as otherwise agreed, (ii) create derivative works based on the Software or Services, (iii) copy, frame, or mirror any part or content of the Software or Services, other than copying or framing on Buyer's own intranets or otherwise for Buyer's own internal business purposes, (iv) reverse engineer the Software or Services, or (v) access the Software or Services in order to build a competitive product or service or copy any features, functions, or graphics of the Software or Services.

F. Seller further owns all Output (defined below) generated by the use of the Products, Software Products, or during the course of the Services. The Output may be used by Seller for its business purposes including, but not limited to, services, diagnostics, research and development, product or service improvements, optimization of customer usage, and quality control. No end-user or customer-identifiable data will be provided to any third party. Subject to the terms and conditions of this agreement, Seller hereby grants Buyer a worldwide, non-exclusive, non-transferable, perpetual, royalty-free license to use the Output provided to or collected by Seller in the ordinary course of using the Software Products or Services. "Output" means all electronic data or information generated through Buyer's use of the Products, Software Products, or during the course of the Services.

G. If Buyer sends Seller ideas relating to Seller's current or prospective Goods, regardless of what Buyer's submission states, Buyer agrees that Seller can use the ideas for any purpose and in any way, including but not limited to production, sale, transfer, or disregard without future liability to Buyer.

10. INSPECTION AND WORKS TEST:

A. The Goods may be subject to Acceptance Tests, as detailed in Seller's quotation and as further agreed in writing by the Parties. If Buyer wishes to inspect the equipment or to witness any tests, such viewing shall be mutually agreed.

B. In the event that Buyer or his representative fail to attend the Acceptance Tests on the due date, Seller shall be entitled to proceed in their absence and the results of such tests shall be deemed to be in accordance with the Acceptance Test certificate issued by Seller, based on the Test Acceptance Criteria. Such certificate may record that the Acceptance Tests had been carried out in the absence of Buyer or its representative and/or that the Goods had passed the Acceptance Tests subject to reservations relating to minor defects, which are to be remedied by Seller at a time to be agreed.

C. If during the Acceptance Tests any of the Goods is found not to be in accordance with the Specification, Seller shall within reasonable time remedy the defect. The Acceptance Tests shall be repeated only in case of major deficiencies and not in the case of minor defects not affecting the functionality of the Goods.

D. If the Acceptance Tests show that the Goods meets the Specification and if Buyer or his representative has attended the Acceptance Test, then Buyer or his representative shall sign an acceptance certificate accordingly. Buyer shall not be entitled to refuse acceptance in case of minor deficiencies, such as any deviation from the agreed specification which does not prevent the Buyer from operating the Goods / not affecting the functionality of the Goods. The acceptance certificate may record that the Goods have passed the Acceptance Tests but subject to reservations relating to minor defects which will be remedied by Seller at a time to be agreed.

E. Buyer shall be deemed to have accepted the Goods upon issue of the test certificate referred to in Section 10(B) or upon signature of the Acceptance Certificate referred to in Section 10(D).

F. Acceptance of Services shall be deemed to have occurred on the later to occur of: (1) acceptance of the Goods to which the Services relate, as described above; or (2) upon completion of all Services (without prejudice to the provisions of Section 23(B)).

11. WARRANTY:

A. Seller's warranty given in Clause 6 of the Terms of Sale shall be supplemented as follows insofar as the provision of Services is concerned.

B. Seller warrants to Buyer and to no other person or entity the following limited warranties: Services will conform to the specifications set forth in the Agreement, any statement of work, or documentation related thereto. Furthermore, Seller warrants (a) the Services will be performed in a professional and workmanlike manner; (b) Seller's personnel providing Services are trained and will use reasonable skill and care; (c) the Services and materials provided to Buyer under this Agreement will not infringe upon or violate the valid U.S. patents of any third-party; (d) to the extent Seller must access the Buyer's software database to perform the Services, no changes, upgrades, or configurations of any kind shall be performed without Buyer's written permission.

C. Seller does not warrant, and shall have no responsibility for, the data or other information generated by Buyer using the Goods, Software, and Services, and makes no warranty regarding the absence of errors or consequential effects on the business operations of the Buyer. Seller does not guarantee the privacy, security, authenticity, and non-copying of any information transmitted through, or stored in any system connected to, the Internet. Except as expressly set forth herein, Seller shall not be responsible for any delays, errors, failures to perform, or disruptions in the Services caused by or resulting from any act, omission, or condition beyond Seller's reasonable control.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH SERVICE, SOFTWARE, SAMPLE DATA, AND ALL TECHNICAL SERVICES ARE PROVIDED "AS IS" AND SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE USE OF ANY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES SELLER WARRANT THAT IT WILL REVIEW THE BUYER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE BUYER DATA WITHOUT LOSS. SELLER SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM BUYER SEPARATELY CONTRACTS. SELLER DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY APPLICATIONS. BUYER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

E. Buyer understands that the Products sold in connection with this Agreement may utilize wireless networks maintained by Buyer and that actual signal availability may depend on a combination of the products and Buyer's wireless network and that factors outside of Seller's control, such as buildings, usage, or maintenance activities of Buyer's wireless network may limit or interrupt the Services. As such, Seller will not be liable to Buyer or any third-parties for interruption or limitation of Services based on issues with Seller's wireless network.

F. Unless otherwise specified by Seller, the warranties in this Section apply as follows:

- Service: for 90 days from completion of the Services;
- Repaired, Replaced, or Re-Performed Services: from delivery of the replacement or completion of the repair or performance, for 90 days or until the end of the original warranty period (if later).

G. Section 11(F) applies if, within the warranty period, Buyer discovers any non-conformity with a warranty in this Section and informs Seller in writing of the non-conformity. Where this Sub-Section applies, Seller will, at its sole option, either: (1) correct any non-conforming Documents or Services; (2) repair or replace non-conforming Services; or (3) refund the price of the non-conforming Service.

12. LIMITATION OF LIABILITY

A. NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT CAUSED BY FACTORS BEYOND ITS REASONABLE CONTROL, INCLUDING, ANY FORCE MAJEURE EVENT. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY BUYER'S FAILURE TO TAKE REMEDIAL MEASURES FOLLOWING NOTICE THAT THE SOFTWARE OR SERVICES ARE NOT PERFORMING IN ACCORDANCE WITH THE DOCUMENTATION.

B. BUYER ACKNOWLEDGES AND AGREES THAT SELLER SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, INCLUDING THE LOSS OF PROSPECTIVE PROFITS, DATA, OR ANTICIPATED SALES, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS INCURRED IN CONNECTION WITH BUYER'S BUSINESS, WHICH RESULT FROM OUTAGE OF SERVICES OR ANY OTHER FAILURE OF CONNECTIVITY TO THE HOST NETWORK. BUYER ACKNOWLEDGES THAT ITS SOLE REMEDY FOR SERVICE OUTAGES SHALL BE SPECIFIC REMEDIES AS DESCRIBED IN THE ORDER, STATEMENT OF WORK, OR SIMILAR DURING THE OUTAGE PERIOD. EXCEPT AS SPECIFIED IN AN ORDER, STATEMENT OF WORK, OR SIMILAR, SELLER SHALL NOT BE LIABLE FOR ANY OTHER TYPE OF DOWNTIME OR CONNECTIVITY FAILURE OR SERVICES INTERRUPTION.

C. IN NO CASE SHALL A PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WITH RESPECT TO ANY CLAIMS REGARDING THE SERVICES, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. FURTHERMORE, IN NO EVENT SHALL SELLER BE LIABLE HEREUNDER TO BUYER FOR CUMULATIVE DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER, REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, IN ANY AMOUNT GREATER THAN (I) THE FEES PAID BY BUYER FOR THE SPECIFIC SERVICES GIVING RISE TO THE DAMAGES CLAIMED DURING THE SIX MONTH PERIOD PRECEDING THE OCCURRENCE OF DAMAGES, AND BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FOR ANY DAMAGES INCURRED BY SELLER IN EXCESS THEREOF. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PERISHABLE PRODUCT SPOILAGE IN CONNECTION WITH THIS AGREEMENT. The products sold in connection with this Agreement are not for use as the sole method of preserving or treating temperature in products and/or other that are susceptible or could affect the health or

TERMS AND CONDITIONS OF SERVICE

- primary) methods of testing and determining the handling methods, quality, and fitness of the articles and products should be implemented. Temperature tracking with this product, where the health or safety of the aforementioned persons or things could be adversely affected, is only recommended when supplemental or redundant information sources are used. Buyer shall be responsible for proper use and storage of this product.
- D. Neither party shall bring any action, whether in contract or tort, including negligence, arising out of or in connection with the Services, more than two years after the cause of action has accrued.
13. **SCHEDULED MAINTENANCE:** In connection with the any hosted services, Seller will use commercially reasonable efforts to conduct maintenance which may require Services or Host Network "down time" outside of regular business hours. The Buyer understands and agrees that Seller may, in its reasonable discretion, perform emergency maintenance at any time.
14. **SECURITY:** Seller shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of Buyer's Confidential Information that ensure a level of security appropriate to the risks presented by the processing of such information and the nature of such information, consistent with industry practice and standards. Seller shall use diligent efforts to remedy any breach of security or unauthorized access in a timely manner and shall notify Buyer of any such breach or access that could reasonably be expected to affect the Buyer's Confidential Information.
15. **SITWORK:** When as part of the Services, Seller is responsible for the provision of Site Work, the following terms and conditions will apply to the Site Work.
16. **SCOPE OF SITE WORK:** Any Site Work to be provided by Seller shall be as detailed in the Services' scope.
17. **SITE FACILITIES:**
- A. To enable Seller's obligations in respect of Site Work to be expeditiously and properly carried out, Buyer will provide the facilities set out in the Services' scope at no cost to Seller, as and when required; if no such facilities are stated in the Services' scope, Buyer shall at no cost to Seller provide all facilities and assistance required by Seller which may include but shall not be limited to the following:
- suitable access to the Site, satisfactory foundations and environmental conditions for the Equipment, adequate lifting facilities and scaffolding, all unskilled labour, any masons', joiners' or builders' work necessary, suitable security and protection for the Site and for the Goods from time of delivery, storage facilities for tools/equipment, any electrical power, lighting and heating needed, suitable sanitation facilities and drinking water (reasonably close to the point(s) of installation of the Goods) and all other necessary facilities and assistance,
 - permanent and suitable electrical and/or air supplies for the Equipment, terminated in accordance with Seller's requirements,
 - convenient continuous and unrestricted access to the Site and to the Goods,
 - qualified operators and attendants for the Site,
 - a safe working environment for Seller's Personnel (including where appropriate, safety induction procedures and special protective clothing),
 - adequate first aid and medical facilities at or adequately close to the Site.
- B. Buyer will be responsible for ensuring that the Site is correctly installed and fit for its purpose and that any necessary minor adjustments, as the situation may require, to be made to the Site are carried out expeditiously. Any authorisations, permits, approvals, licences etc. that may be required in respect of performing the specific Site Work shall be within the Buyer's obligation and shall be made available to Seller prior to the commencement of Site Work.
- C. Unless otherwise agreed Seller will not be responsible for unloading the Goods and moving it to the place of Installation. If, in Seller's sole opinion, the Site environmental conditions are not suitable for the installation of the Goods, a safe working environment does not exist on Site or if Buyer fails to have provided any facility or assistance as requested by Seller and in accordance to the Services' scope, Seller's obligations to provide Site Work shall be suspended (without liability to Seller) until the conditions have been rectified to Seller's satisfaction and any time limits for completion of the Site Work shall be appropriately extended. If the Goods have suffered loss, damage or deterioration after delivery and before Site Work commences, the Goods shall be put in a satisfactory condition at Buyer's cost before Seller shall be obliged to proceed.
- D. Seller may charge Buyer for emergency service calls made at Buyer's request where no defect or failure is found. Any such charges shall be at Seller's then-current rates.
18. **SUPERVISION OF INSTALLATION:**
- A. Where Seller is responsible for supervision of Installation or part thereof, Seller shall provide the services of one or more competent personnel to give instruction to the personnel provided by Buyer to secure:
- the reception and unpacking of the Equipment;
 - the moving to the place or places of Installation of the various items of Equipment and their Installation,
- If called for by the Contract, Seller shall load the Software and (if provided by Seller) the Configuration software onto the Equipment.
- B. The personnel provided by Buyer shall remain under the direction of and under the control of Buyer. Seller shall not be liable for any act or omission of such personnel, but if in giving or omitting to give orders or instructions to such personnel, Seller's supervisory personnel fail to use proper skill and care, Seller shall be liable for the consequences of such failure in accordance with the Contract.
19. **COMMISSIONING:** If specified in the Services' scope, Seller shall assist Buyer with Commissioning. Buyer shall be responsible for the operation of the Goods and of the Site during Commissioning and shall provide suitably qualified personnel to perform such work.
20. **PAYMENT FOR SERVICES:**
- A. Unless otherwise agreed, the Seller shall invoice at the end of each calendar month for the Services completed in that specific month. Any sums payable in respect of Services shall be paid within 30 (thirty) days of Seller's invoices. Invoices for any Services which is completed in less than one calendar month shall be issued upon completion and shall be payable not later than 30 (thirty) days from the completion of Services.
- B. If under the Contract, Buyer, or Buyer's agent or representative is required to countersign Seller's timesheets or other related documentation, such countersignature shall be conclusive proof that the Services concerned has been performed and that Seller is entitled to claim payment therefore.
21. **THIRD-PARTY SOFTWARE:** To the extent Buyer requires other third-party software to be installed or used on its computer network in order to fully access and/or use the Services, Buyer shall be responsible for licensing, installing, and paying all fees for such third-party software as a condition precedent to Seller beginning providing Services. Buyer will assume sole responsibility for any work associated with integrating Seller's provided software, including but not limited to the Software, with other third-party software. Seller will not provide source code to allow third-party software to integrate with the Software.
22. **DATA PRIVACY AND SECURITY:**
- A. If applicable, the parties shall comply with the Data Protection Agreement ("DPA"), which is incorporated herein by this reference and except as expressly stated therein, shall not be modified except by mutual written agreement of the parties. By signing this Agreement, each party is deemed to have signed the DPA, including the Model Clauses as "Data exporter" in the case of Buyer, and as "Data importer" in the case of Seller. Seller's current Privacy Notice(s) and Terms of Use are incorporated herein and available in the footer of <https://www.emerson.com/en-us>.
- B. If applicable, the parties shall comply with Seller's Security Policy, which is incorporated herein by this reference.
23. **FORCE MAJEURE:** Neither party is liable for non-performance or delay due to unforeseen circumstances or causes beyond its reasonable control, including acts of God; war; armed conflict; terrorism; pandemic; epidemic; other global- or nationwide-health crisis;

fire; flood; accident; weather; failure or interruption of public and private computer or telecommunication systems, networks, and infrastructure; cyber-attacks; sabotage; strikes or labor disputes; civil disturbances or riots; governmental decisions, requests, restrictions, law (including the denial, failure to issue or loss of export or re-export licenses); unavailability of or delays in transport; or shortage of materials or parts.

24. GENERAL TERMS:

- A. Seller and Buyer agree the validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the laws of the State of Delaware, USA without regard to its conflict of law principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be deemed exclusively proper only in state court in Saint Louis County, Missouri or in the federal court for the Eastern District of Missouri and the parties agree to submit to such jurisdiction.
- B. By employing Services or using Software, Buyer agrees that it is solely responsible for complying with all U.S. export control regulations and applicable international regulations. Buyer will not download or use data, information, or Software without all required approvals in any proscribed destination or on behalf of any proscribed entity.
- C. Seller's privacy policy is available upon request and governs the collection, use, and disclosure of Buyer's information and data. The data may be stored and processed on servers both inside and outside the United States.
- D. Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.
- E. If any Section (or part thereof) of these Terms and Conditions of Service or the agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such Section (or part thereof) so, as modified, such Section (or part thereof) will be enforceable and will, to the maximum extent possible, comply with the apparent intent of the parties in drafting such Section (or part thereof). If no such modification is possible, such Section (or part thereof) shall be deemed omitted, without invalidating the remaining provisions hereof. No such modification or omission of a Section (or part thereof) shall in any way affect or impair such Section (or any part thereof) in any other jurisdiction.
- F. Seller shall not be liable for delays in performance or for non-performance, if caused directly or indirectly, by acts of God; acts of Buyer, war, fire, flood, weather, sabotage, strikes, lockouts, slowdowns, picketing, or other labor disputes or controversies; civil disturbances or riots; governmental requests, tariffs, restrictions, allocations, laws, regulations, orders, or actions; unavailability of or delays in transportation; accidents, delays or default of or failure by common carriers; shortage of labor; delay in obtaining or inability to obtain materials, equipment or parts from regular sources; default of suppliers; or unforeseen circumstances or events beyond Seller's reasonable control, or without Seller's fault, whether similar or dissimilar to the foregoing. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected.
- G. The relationship between Buyer and Seller is solely that of independent contractors and not that of an agency, partnership, or joint venture. Neither party has the authority to represent or bind the other in any manner.
- H. Buyer shall promptly and fully cooperate with Seller to address and resolve all issues, problems, administrative procedures, end user complaints, regulatory investigations, or inquiries arising from Buyer's use of the Services.
- I. Seller agrees to purchase and maintain the following insurance, at its sole cost and expense: (1) Commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (2) workers' compensation insurance; and (3) automobile liability for a combined single limit of Two Million Dollars (\$2,000,000). All required insurance will be provided by an insurance company rated AM Best A-7 or better. Before providing services pursuant to this agreement, Seller shall provide Buyer with certificates of insurance evidencing the insurance coverage required under this Section. Seller shall promptly notify Buyer of any cancellation of any coverage required under this Section. Buyer acknowledges and agrees that Seller's requirements under this Section may be met through self-insurance.
- J. Seller and its personnel shall cooperate with reasonable requests for information as necessary to carry out Buyer's compliance activities and legal obligations, and to enable Buyer to fully participate in all surveys, audits, and reviews conducted by any state or federal agency, contractor, or payment program, any accreditation agency such as The Joint Commission or Det Norske Veritas, or any governmental- or commercial-managed care company or insurer.
- K. If this Agreement is for the provision of Services with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, then until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of the United States Department of Health and Human Services or from the United States Comptroller General, or any of their duly authorized representatives, this Agreement and such books, documents, and records of Buyer that are necessary to certify the nature and the extent of the reasonable cost of services to Buyer. If Seller enters into an agreement with any related organization to provide services pursuant to this Agreement with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, such agreement shall contain a clause identical in content to the first sentence of this paragraph. This paragraph shall be of force and effect only to the extent required by 42 U.S.C. § 1395x(v)(1)(I).
- L. No amendment to, modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to, or rescission, termination or discharge of, this Agreement and signed by an authorized representative of each party. 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 rights, 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.
- M. In the event this Agreement is subject to the provisions of (i) Executive Order 11246, (41 C.F.R. § 60-1.4); (ii) Section 503 of the Rehabilitation Act of 1973, (41 C.F.R. § 60-741.5(a)); and (iii) Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 C.F.R. § 60-300.5(a)), Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender, sexual orientation, age, national origin, or physical or mental handicap and will take affirmative action to ensure equal opportunity in all aspects of employment including, but not limited to, recruitment, promotion, demotion, transfer, layoff, termination, compensation, and selection for training, including apprenticeship; and will send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice stating the terms of the commitment hereunder with respect to equal opportunity. Seller and Buyer shall abide by the requirements of 41 C.F.R. § 60-741.5(a) and 41 C.F.R. § 60-300.5(a), if applicable. These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and requires affirmative action by covered prime organizations to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- N. By signing this Agreement or entering into this Agreement via electronic means of transmission, Buyer accepts this Agreement and agrees to its terms and conditions. If Buyer is accepting this Agreement on behalf of an entity, Buyer represents that Buyer has the authority to bind such entity to these terms and conditions. If Buyer does not have such authority, or if Buyer does not agree to these terms and conditions, Buyer must not accept this Agreement and may not use the Services. Use of the Services is conditioned on acceptance of this Agreement and compliance with the terms and conditions provided herein.
- O. Except as otherwise specified herein, the Sections which by their nature survive termination, shall continue after the Termination or expiration of these Terms.



EMERSON'S DIGITAL COLD CHAIN
TERMS AND CONDITIONS OF SALE

Introduction. The party selling the goods or services is herein referred to as "Seller" and the customer, person or entity purchasing products ("Products") or services ("Services") (Products and Services, collectively referred to as "Goods") from Seller is herein referred to as "Buyer". Sale of Goods includes Seller granting to Buyer a license to use any software and/or firmware ("Software") which are pre-loaded, or to be loaded into such Goods. These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer. If any of the aforementioned price list or schedule, quotation, acknowledgment or invoice conflict with these Terms and Conditions, these Terms and Conditions shall control. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms and Conditions without variation or addition. Any different or additional terms in Buyer's purchase order or other Buyer documents are hereby objected to. Seller reserves the right in its sole discretion to refuse orders.

1. Prices. Prices for Goods, whether specified in Seller's price list or schedule, acknowledgement, or written quotation, are subject to change without notice and the prices invoiced will be those in effect at the time of shipment.

2. Taxes. Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, delivery, or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use, or consumption of Goods, other than taxes based on Seller's net income or profit, shall be for Buyer's account and if paid by or levied or assessed against Seller, shall either be added to the price of the Goods or billed to Buyer separately, at Seller's election.

3. Terms of Payment. Unless otherwise specified by Seller, terms are net thirty (30) days from the date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with the Buyer, which other agreements Buyer and Seller hereby amend accordingly, in the event Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any amount owed to Seller is not paid when due, it shall bear interest at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial condition become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Goods heretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until such Goods are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. Shipment, Delivery & Title. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. All shipments are made F.O.B. Seller's plant of origin. Notwithstanding any provision to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, Buyer bears the risk of loss, theft, damage or destruction of the Products from any cause whatsoever, and no loss, theft, damage, or destruction of the Goods shall relieve Buyer of any obligation to pay any fees or of any other obligation set forth in this Agreement and legal title to the Goods and risk of loss hereto shall transfer to the Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. Connected Services. Seller grants Buyer a non-exclusive and non-transferable license to use any online, cloud-based, or web-based platform and services and any associated electronic correspondence, reporting, database, management, mobile applications or offline components purchased in connection with the Goods and provided by Seller ("Connected Services"). Any proprietary rights associated with the Connected Services shall and will remain the property of Seller. Buyer may not alter, modify, or reverse engineer (including for the purpose of reverse engineering, disassemble, decompile, determine the source code or protocols, or trace the execution of) the Goods. Goods may utilize wireless networks such as, but not limited to, 5G, 4G LTE, CDMA, GSM ("Wireless Networks") and that actual signal availability may depend on a combination of the Goods, third party Wireless Network carriers and availability of and actions of roaming partners, and that factors outside of Seller's control, such as weather, buildings, topography, usage, or maintenance activities of Wireless Network providers may limit or interrupt the Connected Services. As such, Seller will not be liable to Buyer or any third parties for interruption or limitation of Connected Services based on issues with Wireless Networks.

6. Limited Warranty. Subject to the limitations of Sections 7, 8, and 9, Seller warrants to Buyer and to no other person or entity the following limited warranties: Products manufactured by Seller shall conform with Seller's specifications therefore and be free of defects in materials and workmanship, under normal use and regular service and maintenance; Seller will make good, by repair or at Seller's option by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance, appear in Products of Seller's manufacture and which are reported to Seller; all Services are provided on an "AS IS" and "AS AVAILABLE" basis unless otherwise set forth in this Agreement; Services will be performed in a professional and workmanlike manner; Software will execute the programming instructions provided by Seller; and Services provided will be performed by trained personnel using proper equipment and instrumentation for the Service provided; that Services and consumables are warranted for a period of ninety (90) days from the date of provision or shipment. Unless otherwise stated in a Quote, Statement of Work, Project Proposal, or other written documentation agreed to by Seller, these warranties only apply when such defect appears in Seller's Goods and which are reported to Seller within the following Warranty Period:

Seller Entity	Applicable Warranty Period for Goods
<p>cargo solutions (PakSense, Inc.; Locus Solutions, LLC)</p>	<p>(A) for Loggers: within 60 days from putting such Products into operation or 60 days after the "USE BY" date printed on the Products, whichever period expires the sooner; or</p> <p>(B) for Trackers: 7 days from putting such Products into operation or 7 days after the "USE BY" date printed on the Products, whichever period expires sooner (collectively, the "Warranty Period"), in either case, which are reported to the Seller within 3 months after occurrence of the relevant defect and which arise solely from faulty materials or workmanship; provided always that defective items are returned to Seller at Buyer's cost carriage and insurance prepaid within the Warranty Period. After the Warranty Period, Trackers will de-activate via a sim shutdown and will no longer report.</p>
<p>Cooper-Alkins Corporation; Control Products, Inc.</p>	<p>- twelve (12) months from the date such Goods are placed in service and which are returned to and received by Seller, within twenty (20) months from the date of manufacture by Seller.</p>
<p>Emerson Climate Technologies Retail Solutions, Inc.</p>	<p>- twenty-four (24) months from the date such Products and Software are placed in service and which are returned to and received by Seller, within thirty (30) months from the date of manufacture by Seller.</p>

The foregoing warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application, or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace F.O.B. point of manufacture, or issue credit or refund the purchase price for that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components. Goods repaired or replaced pursuant to this warranty shall be warranted for the unexpired portion of the warranty applying to the original Goods. Goods or Services sourced by Seller from a third party (not being a Seller Affiliate) for resale to Buyer shall carry only the warranty extended by the original manufacturer. Seller shall not be liable for any defects caused by: normal wear and tear; materials or workmanship made, furnished or specified by Buyer; non-compliance with Seller's storage, installation, operation, or environmental requirements; lack of proper maintenance; any modification or repair not previously authorized by Seller in writing; nor the use of non-authorized software or spare or replacement parts. Seller's costs incurred in investigating and rectifying such defects shall be paid by Buyer upon demand. Buyer shall at all times remain solely responsible for the adequacy and accuracy of all information supplied by it. Furthermore, the Goods are not for use as the sole method of measuring or tracking temperature in

products and articles that are perishable or could affect the health or safety of persons, plants, animals, or other living organisms, including but not limited to foods, beverages, pharmaceuticals, medications, blood and blood products, organs, flammable, and combustible products. Buyer shall assure that redundant (or other primary) methods of testing and determining the handling methods, quality, and fitness of the articles and products should be implemented. Temperature tracking with this product, where the health or safety of the aforementioned persons or things could be adversely affected, is only recommended when supplemental or redundant information sources are used. Buyer shall be responsible for proper use and storage of this product.

7. SOLE WARRANTY. THE WARRANTIES IN SECTIONS 6 AND 10 CONSTITUTE SELLER'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

8. LIMITATION OF REMEDY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 10) SHALL BE LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND OF THE PURCHASE PRICE UNDER SECTION 6.

9. LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE) SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PORTION OF THE GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FOR ANY DAMAGES INCURRED BY SELLER IN EXCESS THEREOF. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF PERISHABLE PRODUCT IN CONNECTION WITH THIS AGREEMENT. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation, and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to capital or equipment. Buyer agrees that all instructions and warnings supplied by Seller will be passed on to those persons who use the Goods. Seller's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by Seller are to be left intact. It is expressly understood that any technical advice furnished by Seller before or after delivery in regard to the use or application of the Goods is furnished without charge, and Seller assumes no obligation or liability for the advice given or results obtained, all advice being given and accepted at Buyer's sole risk.

10. Patents & Copyrights. Subject to the limitations set forth herein and in Sections 8 and 9, Seller warrants that the Goods sold, except those Goods made specifically for Buyer according to Buyer's drawings or specifications or otherwise at Buyer's direction, do not infringe any valid U.S. patent or copyright, as the case may be, in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and that Buyer cooperate fully with Seller and permit Seller to control completely the defense, settlement, or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringements arising solely out of the inherent operation, according to Seller's specifications and instructions, of such Goods. In the event such Goods are held to infringe upon a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the purchase price less 20% for each year or fraction thereof since it was shipped to Buyer. In the event of the foregoing, Seller may also, at its option, cancel this agreement as to future deliveries of such Goods, without liability. Buyer agrees to indemnify and save Seller harmless from all expenses and damages resulting from any claim, suit or proceeding for alleged infringement of any patent or copyright based in whole or in part upon the manufacture, sale, or use of any Goods or any part thereof, in combination or assembly with machinery or apparatus not furnished under this agreement.

11. Excuse of Performance. Seller shall not be liable for any non-performance or any default or delay in performance if caused, directly or indirectly, by acts of God, acts of Buyer, war, fire, flood, weather, plague, pandemic, or other health crisis, sabotage, riot, civil disturbance, strikes, lock-outs, slowdowns, picketing, or other labor controversies, accidents, delay or default of or failure by carriers, shortages of labor, delay in obtaining or inability to obtain materials, equipment, or parts from regular sources on normal terms, action, request, or regulation of or by any government or governmental authority or other regulatory body, or any other happening or contingency beyond Seller's reasonable control, or without Seller's fault, whether similar or dissimilar to the foregoing. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of the foregoing, but the balance of this agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth herein, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or materials) among itself and its purchasers on such basis as Seller determines in its sole discretion to be equitable without liability for any failure of performance which may result therefrom.

12. Cancellation. Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made, by Seller and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive.

13. Changes. Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price(s) and date(s) of delivery. Seller reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

14. Assignment. Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

15. Examination - Claims - Inspection/Testing. Buyer shall inspect Goods delivered to it by Seller immediately upon receipt, and, any course of dealing to the contrary notwithstanding, failure of Buyer to give Seller notice of any claim within 30 days after receipt of such Goods shall be an unqualified acceptance of such Goods. Buyer may not return Goods without first advising Seller of the reasons therefore, obtaining from Seller a material authorization number and observing such instructions as Seller may give in authorizing such return. Buyer, at its option and expense, may inspect and observe the testing by Seller of the Goods for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any alleged rejection of the Goods at Seller's plant must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods meet Seller's criteria for such procedures.

16. Drawings. Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including, without limitation, exclusive rights of use, licensing, and sale of same. Possession of such prints or drawings does not convey to Buyer any rights therein or license thereto. Upon termination of this agreement, or at any time upon Seller's request, all such prints and drawings, and any copies or duplications of same (in whatever medium), shall be immediately returned to Seller.

17. Tooling. Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies, and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

18. Software. Notwithstanding any other provision herein to the contrary, Seller or applicable third-party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a non-exclusive, non-transferable, royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement or other applicable agreements, the terms of which are incorporated herein by reference. Buyer shall not disassemble, decompile, or otherwise attempt to discern the source code of Software. Buyer agrees that, except as expressly set forth in this section, it will not rent, lease, sub-license, re-sell, time-share, or otherwise assign to any third party any of the Buyer's rights or licenses to access the Software. Except for the limited access right granted to Buyer in this section, all right, title, and interest in and to the Software and any and all updates and modifications as a result of any implementation services rendered, are and shall remain the exclusive property of Seller and its licensors, solely, and exclusively.

19. Documentation. Seller shall provide Buyer with that data/documentation which is identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's then-applicable prices.

20. Export/Import. Buyer agrees that all applicable import and export control laws, regulations, orders, and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Goods in violation of such applicable laws, regulations, orders, or requirements.

21. Nuclear/Medical. GOODS AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY

TERMS AND CONDITIONS OF SALE

NUCLEAR, MEDICAL, LIFE-SUPPORT, AND RELATED APPLICATIONS. Buyer accepts the Goods and services with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchaser or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments, and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract, or otherwise, including allegations that Seller's liability is based on negligence or strict liability.

22. **Proprietary Rights.** Seller shall retain ownership of all inventions, designs, processes, algorithms, including software, models, designs, drawings, documents, inventions, information and know-how made or evolved by it and, except as provided in Section 9, no rights in intellectual property are hereby granted. Seller further owns all Output (defined below) generated by the use of the Products or during the course of the Services. The Output may be used by Seller for its business purposes including, but not limited to, services, diagnostics, research and development, product or service improvements, optimization of customer usage, and quality control. No end-user or customer-identifiable data will be provided to any third party. Subject to the terms and conditions of this agreement, Seller hereby grants Buyer a worldwide, non-exclusive, non-transferable, perpetual, royalty-free license to use the Output provided to or collected by Seller in the ordinary course of using the Goods. For purposes of this agreement, "Output" means all electronic data or information generated through Buyer's use of the Products or during the course of the Services.

23. **Lithium-Ion Battery.** Caution: The Product may contain or use lithium-ion batteries, which are subject to local, state, national, and/or international requirements. Lithium-ion batteries may ignite, explode, or release toxic and harmful materials or chemicals if mishandled or damaged. Do not use a battery that is damaged. Do not incinerate batteries. Please check and comply with all applicable requirements and regulations before transporting, disposing, or recycling lithium-ion batteries.

24. **Buyer's Site Responsibilities.** In the event the Services require Seller to be present at Buyer's facility, Buyer shall provide Seller ready access to the site where Services are to be performed and adequate workspace and facilities to perform same as provided in these Terms and Conditions. Buyer agrees to allow Seller to stop and start equipment as necessary to fulfill the terms of the engagement. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Buyer shall inform Seller, in writing, at the time of order placement, of any known hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding same. Any losses, costs, damages, claims, and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing, or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer. Seller assumes all equipment which is a subject of the Services is in maintainable condition. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, piping, insulating materials, electrical wiring, structural supports, and other non-moving parts are not included in the Services.

25. **Customer Information.** Emerson may use and share Customer Information in accordance with data protection Law, as necessary to fulfill the Contract and to communicate with Customer for marketing purposes, including sharing: (a) Customer Information to its suppliers, for use in product registration and support and to comply with import and export control Law; or (b) Customer Information and copies of the Contract to its agents and sales representatives, as necessary to fulfill the Contract.

Customer has sole responsibility for obtaining all consents and permissions (including providing notices to Customer Data Subjects or third parties) and satisfying all requirements necessary to permit Emerson and its affiliates' use of Customer Information in connection with this Agreement. Customer is solely responsible for compliance with all applicable local, state, federal, and foreign data privacy and sovereignty laws, regulations, rules and restrictions as the same relate to the collection, movement, and use of data provided by Customer or generated by the Goods and to Customer's use of the Goods. With regard to the collection processing and use of personal data (if any) by Emerson, please refer to Emerson's Privacy Notice, which is available at <https://www.emerson.com/en-us/privacy-notice>. "Customer Information" means, for this section, (a) Customer's name, address, phone number, ship-to recipient, and address; (b) similar details for the end-user (if that is not the Customer); and (c) Customer's primary contact's name, address, phone number, and email address.

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You agree to these Terms by accessing or using any of our Services. If you do not agree to be bound by all of these Terms, including our Privacy Notice incorporated herein by reference, you should not access or use the Services.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This agreement requires the use of binding arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

Our Services

Our Services are provided for your personal information and non-commercial use. The content of our Services is provided for general information only. There will be occasions our Services may be interrupted due to scheduled maintenance or upgrades, emergency repairs, failure of telecommunications links and/or equipment, or similar occurrences.

Our Services contain text, software, images, photographs, graphics, audio, video, applications, user interfaces, visual interfaces, logos, designs, product names, and technical specifications ("Materials") which are derived in whole or in part from information and materials supplied by us and other sources, and are protected by, copyright, trademark, patent, and other applicable laws. The entire content of our Services is copyrighted as a collective work under the United States Copyright Laws. Trademarks, logos, and service marks displayed in our Services are registered and unregistered trademarks of Emerson, its subsidiaries and affiliated companies, its licensors or content providers, or other third parties. All of these trademarks, logos, and service marks are the property of their respective owners. Nothing in our Services shall be constructed as granting any license or right to use any trademark, logo, or service mark displayed without the owner's prior written permission.

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Use of Our Services

In order to access some features of our Services, you may have to create an account. You may not:

- Create an account for anyone other than yourself;
- Use another User's account without permission, or solicit, collect or use the login credentials of other users; or
- Sell, transfer, license or assign your account, username, or any account rights.

When creating your account, you must provide true, current, accurate and complete information, and you must update your information as necessary to maintain its truth and accuracy. You are responsible for keeping your password secure and you are responsible for the activity that occurs on your account. You may be liable for our losses or the losses of others due to unauthorized use. If you become aware of or suspect any breach of security or unauthorized use of your password or of your account, you should notify us immediately at inquiries@emerson.com or [+1.314.679.8984](tel:+13146798984).

You agree you have the legal right and capacity to enter into these Terms and to comply with all laws, rules and regulations (e.g., federal, state, local and provincial) applicable to your use of our Services and any content you submit, post or display (e.g., images, photographs, graphics, audio, video, text, information, works of authorship, applications, links, and other communications, content or materials) (collectively, "User Submissions"), including without limitation, copyright laws and export laws.

You may not:

- Circumvent, disable or otherwise interfere with any security-related features of our Services or features that prevent or restrict use or copying of any Materials and User Submissions or enforce limitations on use of our Services and the Materials or User Submissions;
- Engage in any activity that interferes with or disrupts our Services (or the servers and networks which are connected to our Services), including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature;
- Inject content or code or otherwise alter or interfere with the way any part of our Services is rendered or displayed in a user's browser or device;
- Change, alter or modify any part of our Services for any reason;
- Use or launch any type of automated system, including but not limited to, "robots," "spiders," or "offline readers," etc., that accesses our Services in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- Frame or deep link into any of the Emerson websites;

- Access (or attempt to access) any of our Services, including Materials and User Submissions, by any means other than through the interfaces that are provided by us;
- Use our Services for any illegal or unauthorized purpose.

User Submissions

You and your agents are responsible for your User Submissions, including without limitation, any damages resulting from any infringement of copyright, patent, trademark, proprietary rights, or any other harm resulting from such a submission.

Your User Submissions must comply with the following:

- You may not submit abusive, obscene, threatening, harassing, defamatory, libelous, offensive, violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive User Submissions via our Services, or User Submissions that encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or are otherwise inappropriate.
- You may not post advertisements, solicitations or spam links to other websites or individuals, without prior written permission from us.
- You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities.
- You may not make false or misleading statements.
- You may not submit private, confidential or sensitive information unless specifically requested by us (e.g., providing credit card information to complete a purchase transaction via our Services).

It has been and remains our policy not to accept or consider ideas, suggestions or materials other than those that we have specifically requested from you. Any information or material you send to us will be deemed not to be confidential or proprietary. Our Services may now or in the future permit User Submissions and the hosting, sharing, and/or publishing of such User Submissions. No User Submissions are confidential whether published or not. You also acknowledge that the internet may be subject to breaches of security and that the submission of User Submissions or other information cannot be guaranteed to be secure.

You retain all of your ownership rights in your User Submissions. By submitting information and material via our Services, you automatically grant to us (or warrant that the owner of such information and material has expressly granted to us) a royalty-free, perpetual, irrevocable,

unrestricted, right and license to use, reproduce, display, perform, modify, adapt, publish, translate, transmit and distribute, or otherwise make available to others such information and material (in whole or in part) worldwide for any purpose, and/or to incorporate it in other works and for any purpose and in any form, media, or technology now known or hereafter developed. You also agree that we are free to use any ideas, concepts, know-how, or techniques that you send to us for any purpose.

We reserve the right to determine in our sole discretion whether User Submissions are appropriate and comply with these Terms for reasons including without limitation, excessive length. We may, but have no obligation to, at any time, without prior notice and in our sole discretion, remove, edit, block, and/or monitor User Submissions or terminate a user's access for submitting such material in violation of these Terms.

Our Services may allow for a live chat feature through a third-party provider. In that case, any communications that you have or content that you submit via the live chat feature ("Chat Data") will be considered personal information and the use thereof is governed by our [Privacy Notice](#). Our third-party provider implements security measures to protect the confidentiality of the transcript of the live chat it stores and your Chat Data is deleted approximately thirteen (13) months after it is captured. However, no method of electronic storage is 100% secure or error-free, so it is not possible to guarantee absolute security of your Chat Data.

Third-Party Content and Linked Sites

When using our Services, you may be exposed to User Submissions submitted, posted or displayed by users from a variety of sources. We are not responsible for the accuracy, usefulness, safety, or intellectual property rights relating to such user posted content. You agree to waive any legal or equitable rights or remedies you have or may have against us with respect to the User Submissions of others to the fullest extent permitted by law.

We may provide links to other independent third-party websites ("Linked Sites") as a convenience to you. If you use these links, you do so at your own risk. We have no control over, and assume no responsibility for, the content, services, privacy policies, terms of use, or practices of any third-party websites. Inclusion of such content and links does not imply our sponsorship or endorsement of the same (including the information or materials appearing on any of products and services described on Linked Sites), our affiliation or association with any such content and links, or that any Linked Site is authorized to use any trademark, trade name, logo, or copyright of Emerson, its subsidiaries or affiliates. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. Your

correspondence and business dealings with third parties found through our Services are solely between you and the third party.

Disclaimer

Our Services, including without limitation, Materials, User Submissions, any products or services available on our Services and all the information, software, facilities, services, related communications, and other content therein are provided on an “as is,” “as available,” and “with all faults” basis. To the fullest extent permissible under applicable law, we disclaim all representations or warranties, express or implied, of any kind, including without limitation: (i) warranties of merchantability, non-infringement and fitness for particular purpose; (ii) warranties arising from course of dealing or course of performance; (iii) the accuracy, reliability, usefulness, or completeness of any information contained in our Services; (iv) that access to our Services will be uninterrupted or error-free; and (v) that our Services will be secure. We assume no responsibility and shall not be liable for any damages of any nature caused by the use of our Services, including damages caused by viruses, worms, Trojan horses or any other computer software or anomaly that may infect, affect, or damage your computer hardware, software, memory or any other property of yours or others, as a result of your access to or use of our Services.

We disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any materials, content, User Submissions, or products or services advertised or offered by a third party through our Services or featured in any banner or other advertising.

Limitation of Liability

You agree that you assume full responsibility for your use of our Services and that Emerson’s liability to you and any party is limited as follows. Under no circumstances will we, our suppliers or other third parties mentioned or involved in creating, producing, or delivering our Services be liable for any direct, incidental, consequential, indirect, special or punitive damages whatsoever (including without limitation, costs and expenses of any type incurred, lost profits, lost data or programs, and business interruption) arising out of your access to, use of, inability to use or the results of use of our Services, or any Materials contained in any or all such Services (including without limitation, those caused by or resulting from a failure of performance; error; omission; linking to Linked Sites; interruption; deletion; defect; delay in operation or transmission; computer virus; communication line failure; or destruction of, unauthorized access to, alteration of, or use of any computer or system), whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory and whether or not we were advised of the possibility of such damages. We shall have no liability or responsibility for any acts, omissions, or conduct of any user or third party, including User Submissions and Linked Sites. The maximum total liability of Emerson and its

subsidiaries, affiliates and our officers, directors, shareholders, predecessors, successors in interest, employees, and agents, to you for any claim under these Terms, whether in contract, tort, or otherwise, is one hundred dollars (\$100). If you are dissatisfied with any of the Materials contained in our Services, or with any of these Terms, your sole and exclusive remedy is to discontinue accessing and using our Services.

By accessing our Services, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the civil code of the State of California, and any similar law of any U.S. state or territory, which provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Indemnity

You agree to indemnify, defend and hold us, our officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates harmless from any demands, loss, liability, claims and expenses (including attorneys' fees) made against Emerson by any third party due to, arising out of or in connection with: (i) your User Submission or your use of and access to our Services; (ii) your breach or alleged breach of these Terms; (iii) your violation or alleged violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders; (v) any claim that your User Submission caused damage to a third party; or (vi) any misrepresentation made by you. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification and defense by you, and you will not in any event settle any claim without our prior written consent. You will cooperate as fully required by us in the defense of any claim. This defense and indemnification obligation will survive these Terms and your use of our Services.

Forward-looking Statements

The Materials in our Services may contain various forward-looking statements which may be based on or include assumptions concerning operations, future results and prospects of Emerson. These forward-looking statements are based on current expectations and are subject to risk and uncertainties.

In connection with the “safe harbor” provisions of the United States’ Private Securities Litigation Reform Act of 1995, we provide the following cautionary statement identifying important economic, political and technology factors which, among others, could cause the actual results or events to differ materially from those set forth or implied by the forward-looking statements and related assumptions. Such factors include without limitation the following: (i) changes in the current and future business environment, including interest rates and capital and consumer spending; (ii) competitive factors and competitor responses to our initiatives; (iii) successful development and market introductions of anticipated products; (iv) changes in government laws and regulations, including taxes; (v) unstable governments and business conditions in emerging economies; and (vi) continuation of the favorable environment to make acquisitions, domestic and foreign, including regulatory requirements and market values of candidates.

Changes to our Terms and Termination of the Services

We reserve the right, in our sole discretion, to revise these Terms at any time and correct any errors or omissions in any portion of our Services and Materials, and will post updates to these Terms on this webpage with a new effective date. Materials may also be changed, modified, added, or removed and updated without notice at any time; however, we are under no obligation to update Materials. We may also make changes in the products, services, programs, or prices (if any) described in our Services at any time without notice. Your continued use of our Services after any change we make to our Services will be considered acceptance of those changes. You should revisit these Terms from time to time to review the then-current Terms because your use of our Services will be governed by the then-current Terms and Privacy Notice.

These Terms will remain in full force and effect so long as you continue to access or use our Services, or until terminated in accordance with the provisions of these Terms. At any time, we may: (i) suspend, withdraw, discontinue, change, or terminate either our Services in general or (ii) suspend, withdraw, discontinue, change, or terminate these Terms and your rights to access or use our Services for any reason, particularly if we believe that you have restricted or inhibited any other user from using or enjoying our Services or in any other way have used our Services in violation of these Terms. Upon termination of these Terms, your authorization to use our Services automatically terminates and you must immediately destroy any downloaded or printed Materials.

Governing Law and Arbitration

These Terms shall be governed by the laws of the State of Missouri, U.S.A., without giving effect to any principles of conflicts of law or the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any claim or dispute between you and Emerson that arises in whole or in part from our Services shall be decided exclusively through binding, individual arbitration in the State of Missouri, U.S.A. You agree that disputes between you and Emerson will be resolved by binding arbitration and you waive your right to participate in class action lawsuits or class-wide arbitration.

In the event that binding arbitration is not enforceable, you consent to the exclusive jurisdiction of the State of Missouri, U.S.A. for the resolution any disputes. Any cause of action you may have with respect to your use of our Services must be commenced within six (6) months after the claim or cause of action arises.

Copyright Infringement

We will investigate any allegations of copyright infringement brought to our attention. If you have evidence of, know of, or have a good faith belief that your rights or the rights of a third party have been violated and you want Emerson to review, delete, edit, or disable the material in question, you must provide Emerson with all of the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;
- The location on our websites or mobile applications of the material that you claim is infringing;
- Your address, telephone number and email address;
- A statement that your claim of infringement is based on a good faith belief; and
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

For this notification to be effective, you must direct your correspondence to Emerson's designated agent at inquiries@emerson.com.

Entire Agreement and Void Where Prohibited

These Terms constitute the entire agreement between Emerson and you with respect to your use of our Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

Our obligations and responsibilities regarding our products and services are governed solely by our terms and conditions of sale or license under which such products and services are sold or licensed.

We make no representation that the Materials in our Services are appropriate or available for use at other locations, and access to them from territories where their content is illegal is prohibited. If you access our Services from a location outside of the State of Missouri, you are responsible for compliance with all applicable local laws. You may not use our Services or export information and materials in violation of the export laws of the United States or any other country. Materials published on a website, or otherwise included in our Services, may refer to products, programs, or services that are not available in your country.

Contact Us

If you have any questions about the Terms, please write to us by mail at Emerson Electric Co., Attn: Website Inquiries, 8000 W. Florissant Avenue, Building AA, St. Louis, MO 63136, or email us at inquiries@emerson.com or call us at [+1.314.679.8984](tel:+13146798984).

Our Businesses

Automation Solutions | Commercial & Residential Solutions

Our Company

Leadership | Environmental, Social and Governance | Careers | Diversity, Equity and Inclusion | Contact Us |

Newsroom

Our Passions

Sustainability | Perspectives | Innovations | Ventures | We <3 STEM

Our Communities

Top Quartile | Exchange365 | AC & Heating Connect | Automation Experts

Go Boldly.™

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