

XN-312-GW-EC EtherCAT Gateway

EATON CORPORATION END USER LICENSE AGREEMENT FOR XN-312-GW-EC ETHERCAT GATEWAY

This End User License Agreement (the “**Agreement**”) is a legal agreement between you and the Contracting Entity (as defined below). For the purposes of this Agreement, any reference to “Eaton” shall include the Contracting Entity, its holding company, its affiliates and subsidiaries. This Agreement, and any other terms or conditions notified to you, governs your access to and use of XN-312-GW-EC Ethercat Gateway (the “**Product Software**”).

Your use of the Product Software is subject to the terms of this Agreement as set out below which includes our Privacy Statement <https://www.eaton.com/content/eaton/us/en-us/company/policies-and-statements/privacy-cookies-and-data-protection.html/> , Cookie Statement <https://www.eaton.com/content/dam/eaton/company/policies-and-statements/privacy-notice-effective-dec-20-2019-eaton-cookies.pdf> and any other terms or conditions of the Product Software which may be notified to you from time to time.

By using the Product Software, you agree to us collecting and using anonymised technical information about the devices you use the Product Software on and related software, hardware and peripherals to improve our products and to provide any services to you.

By using the Product Software, you agree to the terms of this Agreement. Your right to use the Product Software is expressly conditioned on acceptance of this Agreement.

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1. INFORMATION ABOUT US	1.1. Eaton Industries GmbH is registered in Germany (company registration number HRB 6647) and has its registered address at Hein-Moeller-Str. 7-11, 53115 Bonn, Germany (the “Contracting Entity”). 1.2. 1.2 If you have any questions about this Agreement, the Privacy Statement or any other terms or conditions in connection with the Product Software, please contact us at dataprotection@eaton.com.																																
2. DEFINITIONS	2.1. In this Agreement the following expressions shall have the following meanings: <table> <tr> <td>“Arbitrator”</td><td>has the meaning as defined in Clause 28.2;</td></tr> <tr> <td>“Business Day”</td><td>means a calendar day other than a Saturday, Sunday, Bank Holiday or other statutory holiday in the jurisdiction in which the Contracting Entity is registered;</td></tr> <tr> <td>“Contracting Entity”</td><td>has the meaning as defined in Clause 1.1;</td></tr> <tr> <td>“Credentials”</td><td>has the meaning as defined in Clause 3.7;</td></tr> <tr> <td>“Dispute”</td><td>means any claim, dispute or difference arising under or in connection with this Agreement;</td></tr> <tr> <td>“Documentation”</td><td>means any tutorials, user guides and other documents accompanying or made available with the Product Software solely for your own internal business purposes;</td></tr> <tr> <td>“Eaton Hardware”</td><td>means the Eaton product provided by Eaton to you, which may include Product Software within it;</td></tr> <tr> <td>“Eaton Open Source Components”</td><td>has the meaning as defined in Clause 10.1;</td></tr> <tr> <td>“Eaton Website”</td><td>has the meaning as defined in Clause 16.1;</td></tr> <tr> <td>“Effective Date”</td><td>means the date upon which you agree to abide by the terms and conditions of this Agreement;</td></tr> <tr> <td>“Export Laws”</td><td>has the meaning as defined in Clause 26.1;</td></tr> <tr> <td>“Fees”</td><td>has the meaning as defined in Clause 11.1;</td></tr> <tr> <td>“Feedback”</td><td>has the meaning as defined in Clause 20.2;</td></tr> <tr> <td>“Force Majeure Event”</td><td>has the meaning as defined in Clause 24.1;</td></tr> <tr> <td>“GDPR”</td><td>has the meaning as defined in Clause 19.1;</td></tr> <tr> <td>“Indemnified Parties”</td><td>has the meaning as defined in Clause 15.1;</td></tr> </table>	“Arbitrator”	has the meaning as defined in Clause 28.2;	“Business Day”	means a calendar day other than a Saturday, Sunday, Bank Holiday or other statutory holiday in the jurisdiction in which the Contracting Entity is registered;	“Contracting Entity”	has the meaning as defined in Clause 1.1;	“Credentials”	has the meaning as defined in Clause 3.7;	“Dispute”	means any claim, dispute or difference arising under or in connection with this Agreement;	“Documentation”	means any tutorials, user guides and other documents accompanying or made available with the Product Software solely for your own internal business purposes;	“Eaton Hardware”	means the Eaton product provided by Eaton to you, which may include Product Software within it;	“Eaton Open Source Components”	has the meaning as defined in Clause 10.1;	“Eaton Website”	has the meaning as defined in Clause 16.1;	“Effective Date”	means the date upon which you agree to abide by the terms and conditions of this Agreement;	“Export Laws”	has the meaning as defined in Clause 26.1;	“Fees”	has the meaning as defined in Clause 11.1;	“Feedback”	has the meaning as defined in Clause 20.2;	“Force Majeure Event”	has the meaning as defined in Clause 24.1;	“GDPR”	has the meaning as defined in Clause 19.1;	“Indemnified Parties”	has the meaning as defined in Clause 15.1;
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	"Intellectual Property Rights" means any ideas (whether or not patentable), inventions, discoveries, processes, works of authorship, marks, names, know-how, and any and all rights in such materials throughout the world, whether existing under statute, common law or equity, now or hereinafter recognized, including but not limited to (i) patents, designs, inventor's certificates, utility models, copyrights, moral rights, trade secrets, mask works, trade names and marks, service marks, trade dress, domain names, confidential information and know-how; (ii) any application or right to apply for any of the rights referred to in section (i); and (iii) all renewals, extensions, and restorations, now or hereinafter in force and effect for any of the rights referred to in section (i); "Materials" has the meaning as defined in Clause 20.4; "Product Software" means the software provided by Eaton to you, which includes any applications, firmware and/or platforms provided to you from time to time; "Support Services" has the meaning defined in Clause 12.1; "Third Party Licensors" has the meaning as defined in Clause 9.1; "Third Party Links and Ads" has the meaning as defined in Clause 22.1; "Third-Party Providers" has the meaning as defined in Clause 20.5; "Updates" has the meaning as defined in Clause 6.1.
3. GRANT AND SCOPE OF LICENSE	3.1. In consideration of you agreeing to abide by the terms of this Agreement, Eaton hereby grants to you, a limited, non-exclusive, non-transferable, non-sub-licensable, and revocable license to access and use the Product Software with the Eaton Hardware, which is provided to you for your own internal business purposes, solely for your use as permitted in these terms. 3.2. Subject to the limited rights expressly granted above, Eaton and its licensors or suppliers reserve all right, title and interest in and to the Product Software, its underlying technology and all Intellectual Property Rights therein. You acknowledge that no licenses or rights are granted to you by implication or otherwise in respect of the Product Software, other than those expressly set forth in this Agreement. You agree not to remove, change or obscure any Intellectual Property Rights notices incorporated in or accompanying the Product Software. You agree to abide by all applicable national and international laws in connection with the use of the Product Software, including those related to cybersecurity and piracy, data protection, privacy, international communications and the transmission of technical or personal data. 3.3. Eaton may make services available to you that are provided, in whole or in part, by other parties. Although Eaton may offer this opportunity, you acknowledge that any third party services that you use in connection with the Product Software are not part of the Product Software. You further acknowledge that these terms do not apply to any third party service providers and that your use of those services may require you to agree to additional terms with the third party service provider. 3.4. You shall as soon as reasonably practicable notify Eaton in writing by email or by phone to the relevant contact information provided in the "contact us" section below if you become aware of any use of the Product Software other

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	than in accordance with this Agreement and all applicable laws, rules and regulations. Without limiting the generality of the foregoing, you shall promptly notify Eaton if you become aware of any third party that does or attempts to: (i) de-compile or reverse engineer the Product Software; (ii) sell, re-license, distribute or commercially exploit the Product Software; (iii) except as expressly permitted by this Agreement, make the Product Software available through any means or media without the prior written approval of Eaton; (iv) except as expressly permitted by this Agreement, copy, modify, publish, transmit, participate in the license or re-license, transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit the Product Software, in whole or in part, without the prior written consent of Eaton; and (v) engage in any activity that interferes with or disrupts the Product Software (or the servers and networks connected to the Product Software). 3.5. You shall not make more than one (1) copy of the Product Software and such copy is to be made solely for backup and/or archival purposes. You shall account for and number any such copy. All titles, trademarks, copyright and restricted rights or proprietary notices included in the Product Software shall not be removed and must be reproduced in such copy. 3.6. You shall not make more than one (1) copy of the Documentation for use by you in connection with the authorized use of the Product Software and you shall account for and number any such copy. All titles, trademarks, copyright and restricted rights or proprietary notices included in the Documentation shall not be removed and must be reproduced in such copy.
4. LOCATION DATA	4.1. The Product Software may make use of location data sent from your devices. Where applicable, you can turn off this functionality at any time by turning off the location services settings for the Product Software on the device. If you use the Product Software, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. 4.2. You may stop us collecting such data at any time by turning off the location services settings on your device.
5. NECESSARY EQUIPMENT	5.1. Full use of the Product Software is dependent upon your use of a device with Internet access and the purchase of Eaton Hardware in which it is installed or to which the Product Software pertains as described in the Documentation. 5.2. In order for the Product Software to operate fully, your device may need to be connected to certain wireless and/or communication based technologies. There may be delays, limitations and other problems inherent in the use of the Internet and wireless and/or communication based technologies. Eaton is not responsible for any delays, failures or other damages resulting from such problems and/or the costs/charges associated with internet data usage. 5.3. The maintenance and security of this equipment may affect the performance of the Product Software and it is your responsibility to ensure the equipment's functionality is compatible and for making all arrangements necessary for you to have access to the Product Software. 5.4. Internet transmissions are never completely private or secure. Any message or information you send using the Product Software may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
6. UPDATES	6.1. You are solely responsible for the maintenance and upkeep of the Product Software. Eaton has no obligation to provide updates or maintenance to the Product Software. You agree to install or allow automatic installation of all corrections of substantial defects, security patches, minor bug fixes and updates, including any enhancements ("Updates"), for the Product Software in accordance with the instructions and as directed by Eaton. 6.2. The provisions of this Agreement shall govern any Updates provided by Eaton, unless such Updates are accompanied by, or references, a separate license agreement in which case the terms of that license agreement shall prevail.

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	6.3. We reserve the right, without notice to you, to update, change, and discontinue (temporarily or permanently) any feature or component of the Product Software. Alternatively, we may ask you to update the Product Software. By continuing to use the Product Software you accept the updates and changes to the Product Software including any changes to or removal of features or components. You agree that your obligations are neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by us with respect to future functionality or features. Eaton is not liable to you or to any third party for any update, change, suspension, discontinuance of any feature or component of the Product Software. Eaton reserves the right to determine the timing and content of software updates, which may be automatically downloaded and installed by the Product Software without your notice. If you chose not to install such updates or if you opt out of automatic updates you may not be able to continue using the Product Software.
7. TRANSFER AND ASSIGNMENT RESTRICTIONS	7.1. You agree not to sell, resell, assign, lease, sub-license, encumber or otherwise transfer your interest in this Agreement or in the Product Software and/or Documentation, in whole or in part, or allow any other person or entity, including any of your parent or subsidiaries or other subsidiaries of your parent, to copy, distribute, or otherwise transfer the Product Software without the prior written consent of Eaton. 7.2. You may transfer the Product Software directly to a third party only in connection with the sale of the Eaton product in which it is installed or to which the Product Software pertains as described by Eaton in the Documentation. In the event of such a sale, you may not keep any copies of the Product Software or any portion thereof and you undertake to ensure the third party to whom you transfer the Product Software is made aware of, agrees to and complies with all of the provisions of this Agreement. Any transfer of the Product Software is deemed to be a transfer with the sale of the Eaton product and is subject to the provisions of this Agreement.
8. RESTRICTED USES	8.1. In relation to the Product Software, you warrant, represent and undertake that you shall: i. only use the Product Software with the license key, if the Product Software is subject to the use of a license key; ii. not use the Product Software with any other third party hardware and/or software; iii. not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Product Software, whether in whole or in part, or any content displayed on the Product Software; iv. not copy (except as expressly permitted by this Agreement), enhance, decompile, modify, make derivative works of, disassemble, reverse compile or reverse engineer, attempt to derive the source of code of any part of the Product Software; v. not copy (except as expressly permitted by this Agreement), reproduce, distribute, republish, download, display, post or transmit the whole or any part of the Product Software in any form or by any means, except as expressly permitted in this Agreement; vi. not use any part of the Product Software to establish any independent data files, databases, compendiums or any other reference materials except to the extent such foregoing restriction is prohibited by applicable laws or applicable open source license to, and only to, any open source software component that is incorporated into the Product Software (if any). Any attempt to do so is a violation of the rights of Eaton; vii. not access or view Product Software in order to build a similar or competitive product or service to the Product Software; viii. not provide false data including false names, addresses, contact details and fraudulent credit card/debit card details; ix. not enter into fraudulent or deceptive interactions or transactions with Eaton (which shall include entering into interactions or transactions purportedly on behalf of a third party where you have no

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	authority to bind that third party or you are pretending to be a third party); x. not use the Product Software in any way that is unlawful, fraudulent or deceptive, or has any unlawful, fraudulent or deceptive purpose or effect; xi. not use the Product Software except in conjunction with the operation of Eaton products to which the Product Software pertains or other products described by Eaton in the Documentation; xii. not sell any products or services purchased through Eaton, without Eaton's express permission; xiii. not intercept communications transmitted by way of a telecommunications system and/or information society service; xiv. not to distribute, or otherwise provide to any third party any registration code algorithms, registration codes, or encryption keys, where applicable, used by or in connection with the Product Software without the prior written consent of Eaton; xv. not attempt to create any registration codes or passwords, where applicable, to allow unauthorized activation of the Product Software, nor shall you assist others in doing so; xvi. not use any registration code algorithms, registration codes or encryption keys, where applicable, that have not been purchased from Eaton or an authorized representative of Eaton; xvii. not execute any form of network monitoring which will intercept data not intended for you; xviii. not install the Product Software on multiple devices or in multiple locations without purchasing a separate license from Eaton or a third party authorized by Eaton; xix. use of the Product Software must at all times comply with all applicable laws, rules and regulations and be strictly in accordance with this Agreement; xx. not use the Product Software to transmit, or procure the sending of, any unsolicited or unauthorized advertising, promotional material, chain letters, mass mailings or any other form of similar solicitation (spam) or of any material that is illegal, offensive, abusive, indecent, defamatory, obscene, menacing or in breach of proprietary rights, confidence, privacy or any other right, or is injurious to third parties. xxi. not attempt to gain unauthorized access to the Product Software, its facilities and/or services or any accounts, databases, computer systems, servers and networks connected to the Product Software and the server on which our site is stored. You shall not attack the Product Software via a denial of service attack. You will not misuse the Product Software by knowingly or recklessly introducing viruses, Trojans, worms, logic bombs, harmful data or other materials which is malicious or harmful; xxii. not use the Product Software to harvest or otherwise collect by any means any program material or any information whatsoever (including without limitation email addresses or other personal details of other users); xxiii. provide Eaton with accurate and complete information and acknowledge that Eaton's ability to deliver the Product Software is dependent upon your cooperation, as well as the accuracy and completeness of any information you provide to Eaton. Eaton shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or to provide such information; xxiv. not access the Product Software through the use of any mechanism other than through the use of an authorized connection; xxv. not use any automated technology such as a robot, spider or scraper, to access, scrape or data mine the Product Software; xxvi. not modify the paper or digital copies of any Materials you print or download in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text;

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9. THIRD PARTY SOFTWARE	9.1. The Product Software may contain components (including, notwithstanding Clause 10 of this Agreement, open source software components) that are owned by third parties (“Third Party Licensors”) and are provided with, incorporated into, linked to, or embedded in, the Product Software pursuant to license arrangements between Eaton and any such third parties. Third Party Licensor components in the Product Software are not licensed or warranted under the terms of this Agreement, but are instead subject to any license arrangements between Eaton and any such third parties. 9.2. You agree not to modify, delete or obfuscate any copyright or other Intellectual Property Rights notices of Third Party Licensors contained in the Product Software. 9.3. To the extent there are any conflicts between the terms of this Agreement and any license arrangement between Eaton and any such Third Party Licensor corresponding to Third Party Licensor components or additional obligations by such Third Party Licensors that are not set forth in this Agreement, the terms of the license arrangement between Eaton and any such Third Party Licensor or the corresponding open source license will prevail. 9.4. This Product Software contains the known third party software (including third party open source software components) as set out in Appendix 1.
10. OPEN SOURCE SOFTWARE	10.1. The Product Software may contain certain components owned by Eaton that are provided with, incorporated into, linked to, or embedded in the Product Software that are subject to open source licenses (“Eaton Open Source Components”). To the extent there are any conflicts between the terms of this Agreement and any open license corresponding to Eaton Open Source Components or additional obligations by any such open source license that are not set forth in this Agreement, the terms of the open source license shall prevail.
11. FEES	11.1. Where applicable, Eaton may charge you fees for access to the Product Software. You agree to pay all fees and charges, within the agreed upon billing period, including taxes, incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including but not limited to, charges for any products or services offered for sale through the Product Software by Eaton (such fees, charges and taxes shall collectively be referred to as “Fees”). Eaton reserves the right to change the amount of, or basis for determining, any Fees, and to institute new Fees, effective upon prior notice to you.

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12. SUPPORT SERVICES	12.1. Eaton or its suppliers and distributors may, in their sole discretion, provide you with support services related to the Product Software (the “Support Services”). Use of Support Services is governed by the terms and conditions for the applicable service offering (if any), the policies and programmes described in the Documentation, and/or other Eaton-provided Materials. 12.2. Any additional supplemental Materials provided to you as part of the Support Services shall be considered part of the Product Software, as applicable, and subject to the provisions of this Agreement.
13. DISCLAIMER OF WARRANTY	13.1. To the extent permitted by applicable law, you expressly acknowledge and agree that use of the product software is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort of the product software is with you. 13.2. To the fullest extent permitted by applicable law, the Product Software, the Material and any information and any services performed or provided by or in connection with the Product Software are provided on an “as is” and “as available” basis, with all bugs and faults and without warranty of any kind. Eaton, its affiliates, subsidiaries, and authorized representatives hereby disclaim all warranties and conditions of any kind with respect to the product software and any services, either express, implied, statutory, or otherwise, including, but without limitation, any implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, security, completeness, timeliness, accuracy, quiet enjoyment, title, freedom from computer viruses, and of non-infringement of third party rights. Neither Eaton, nor any of its affiliates or subsidiaries, warrant that the functions or services contained in, accessed from, performed by, displayed on, linked to/from, or provided by, the product software will meet your requirements, that the operation of the product software or services will be uninterrupted, error-free, timely, secure, or that defects or errors in the product software or services will be corrected, or that the product software will be compatible with any system, or that the product software will be free from worms, viruses, malware, Trojan horses, or other harmful or disabling components. 13.3. No oral or written information or advice given by Eaton, its affiliates, subsidiaries, or any of their respective authorized representatives shall create a warranty. You assume the entire cost of any and all necessary repairs in the event you experience any loss or damage arising from the use of the product software or any related goods or services. If you are dissatisfied with the product software and/or any related goods or services, your sole and exclusive remedy is to discontinue using the product software.
14. LIMITATION OF LIABILITY	14.1. Nothing in this agreement shall exclude or limit Eaton’s liability for death or personal injury resulting from its negligence or of its officers, representatives, agents, affiliates, employees or any other liability which may not be limited or excluded under applicable law. In no event shall Eaton nor any of its officers or other representatives be liable for any loss or damages arising out of or in connection with your use, inability to use or reliance on any facilities, services, products and/or content offered through or from the product software, including, but not limited to, direct loss, loss of data, work stoppage, service interruption, computer failure, system failure, device damage or malfunction, loss of income, profit or opportunity, loss of or damage to property and claims of third parties or for any indirect or consequential loss whatsoever, even if Eaton has been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable. 14.2. To the fullest extent permitted by law, Eaton, its affiliates, suppliers, licensors, and any other party involved in creating, producing or delivering the product software makes no warranties, either express or implied, about the product software. The product software is provided “as is” and “as available”. 14.3. Except for your indemnification obligations pursuant to Clause 15 of this agreement, in no event will the aggregate liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty or claims by third parties arising from any breach of this agreement) of Eaton or its

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	employees or agents to you or to any third party for damages, direct or otherwise, arising out of or in connection with this agreement exceed the lower of \$100 (one hundred United States dollars) or the cost of the product software, regardless of the cause or form of action, and whether such claims are grounded in contract, tort, strict liability or any other legal theory, notwithstanding any failure of essential purpose of any limited remedy. 14.4. Nothing in this agreement shall exclude or limit your liability under Clause 11 for any failure to pay any fees due hereunder or for any breach, misuse or infringement of Eaton's intellectual property rights under Clause 20. 14.5. If you use the Product Software for commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. 14.6. Each provision of this Clause 14 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or the other of these provisions is held inapplicable or unenforceable and shall remain in force notwithstanding the termination of this agreement, howsoever arising.
15. INDEMNIFICATION	15.1. You agree to indemnify, defend, and hold harmless Eaton, including its officers, directors, employees, affiliates, subsidiaries, agents, licensors, authorized representatives, attorneys, business partners, and respective successors and assigns (the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, judgments, awards, losses, damages, costs and expenses (including reasonable legal fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages), Eaton or any of the Indemnified Parties suffer in relation to, arising from, or from the purpose of avoiding, any claim or demand from a third party that relates to your: (a) breach or violation of this Agreement; (b) infringement, misappropriation or any violation of the rights of any other party from use of the Product Software in violation of this Agreement; (c) violation or non-compliance with any applicable law, rule, guidelines, acts, decrees, orders or regulations; (d) use, alteration or export of the Product Software (or any component thereof) in violation of this Agreement; and (e) the use of the Product Software by you or any person using your account. 15.2. Eaton and its affiliates reserve the right to assume the exclusive defense and control of any claims or actions subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with Eaton and its affiliates upon request by Eaton.
16. AMENDMENTS TO THIS AGREEMENT	16.1. Eaton reserves the right to amend, modify, update or substitute any of the provisions of this Agreement at any time. Any such amendment, modification, update or substitution shall be notified to you either by email or when you next login to your Product Software account or published on our website at eaton.eu (the "Eaton Website"), as appropriate. You have the right to withdraw from this Agreement if you do not accept any amendments, modifications, updates or substitution of any of the provisions of this Agreement and in such an event you must cease all access and use of the Product Software immediately. By continuing to use the Product Software after Eaton posts or otherwise notifies you of any changes, you accept and agree to the terms and conditions, as modified.
17. FOR AUTHORIZED PARTIES IN CALIFORNIA	17.1. In compliance with California Civil Code §1789.3, if you reside in California you have the right to contact Eaton with any complaints or to seek additional information. You may email Eaton at dataprotection@eaton.com. 17.2. If you reside in California and have any questions or complaints about the use of the Eaton provided Product Software you may also contact: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 400 R Street, Suite 1080, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired persons may call (916) 928-1227 or (800) 326-2297 via TTY device. For further details, please visit https://www.dca.ca.gov/about_us/contactus.shtml.

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	17.3. You acknowledge and agree that this Clause 17 shall only apply to you if you are resident in California.
18. ENFORCEMENT RIGHTS	18.1. Eaton are not obligated to monitor the access or use of the Product Software, but Eaton reserves the right to do so for the purpose of operating the Product Software, to ensure compliance with these terms, and to comply with applicable law or other legal requirements. Eaton may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, Eaton may cooperate with law enforcement authorities as part of an investigation and/or to prosecute users who violate the law. In addition to any of its other rights or remedies, Eaton reserves the right to suspend or terminate your access to all or a portion of your Product Software account, without any liability, if Eaton reasonably suspects that your use of the Product Software is harming or threatening to harm Eaton's systems, or in Eaton's reasonable opinion you have violated your responsibilities. Eaton reserves the right to investigate any violation of these terms and any conduct that affects the Product Software.
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Embedded in this firmware are parts of Licensed Software / Open Source Software:

- FreeRTOS Kernel
- mbedTLS
- Fatfs
- Beckhoff / EtherCAT Slave Stack Code

FreeRTOS Kernel:

FreeRTOS Kernel V10.2.1

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