EULA For Schneider DCO/ ITAdvisor Software 2024

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16.2 You understand and agree that Schneider Electric may use technical information that You provide while receiving technical/customer support services and that the Software Product may collect and use technical data and related information. Schneider Electric may use such information for its own business purposes, including product support and development, but agrees not to use such information in any form that might identify You.

17. MISCELLANEOUS

17.1 This EULA, including its Schedule, constitutes the entire agreement between You and Schneider Electric in relation to Your right to use the Software Product and replaces any previous agreement or understanding, whether oral, electronic or written, in relation with the same subject matter.

Documentation forms an integral part of the license granted under this EULA. In case of a discrepancy between the terms of this EULA and the provisions of the Documentation, the terms of this EULA shall prevail.

Should they differ, the terms of the printed version of this EULA, which may be supplied with the Software Product package, shall prevail over those that may be read on a computer screen.

17.2 Any change to the terms of this EULA shall only be valid and applicable to You if made in writing and signed by the respective authorized representative of each of Schneider Electric and You.

17.3 Should any of the provisions of this EULA be held invalid, illegal or unenforceable by a competent jurisdiction, You and Schneider Electric shall take all reasonable steps in order to modify such provision to render it valid and enforceable, bearing in mind their original intentions, and such provision as modified shall be fully enforced by You and Schneider Electric; all other provisions shall remain valid and unaffected by such declared invalidity, illegality or non-enforceability.

17.4 No failure or delay on the part of either You or Schneider Electric in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

17.5 Headings in this EULA are just for ease of reference and will not affect its interpretation.

17.6 Words expressed in the singular include the plural and vice versa.

17.7 Section 7, 8, 9, 10, 11, 12, 13 and 16 of this EULA shall survive termination of this EULA or expiration of the license right granted to You under this EULA in accordance with section 15.1. Furthermore, provisions that by their nature are intended to survive termination or expiration of this EULA and the license right granted to You hereunder, shall survive such termination or expiration.

18. APPLICABLE LAW & DISPUTES

This EULA shall be exclusively governed by the laws of the State of California .

The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. - If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party.

19. ELECTRONIC SIGNATURE

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and Schneider Electric IT Corporation have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

SCHNEIDER ELECTRIC IT CORPORATION

(Print or type name of corporation, company, contractor, etc.)

►

By   ►

Dawn Rowe, Chair, Board of Supervisors

(Authorized signature - sign in blue ink)

Dated:

Name   Bobby Rogers

SIGNED AND CERTIFIED THAT A COPY OF THIS

(Print or type name of person signing contract)

DOCUMENT HAS BEEN DELIVERED TO THE

CHAIRMAN OF THE BOARD

Title   Vice President

Lynna Monell   *(Print or Type)*
_____

Clerk of the Board of Supervisors

of San Bernardino County

By _____   Dated: _____

                        Deputy   Address
                                              _____

                                              _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
_____	_____	_____
Bonnie Uphold, Supervising Deputy County Counsel	►	►
Date _____	Date _____	Date _____

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SCHEDULE 1 TO END-USER LICENSE AGREEMENT
SPECIFIC REGULATION IN VARIOUS JURISDICTIONS
USA

In complement to what is stated in Section 2, a) – e) above:

The Software Product is a "Commercial Item(s)," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 222.7202-1 through § 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this EULA. Manufacturer is Schneider Electric.

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SCHEDULE 2 TO END-USER LICENSE AGREEMENT
SPECIFIC TYPES OF LICENSE

Specific other use rights may be granted to You depending upon the type of license You have acquired.

Educational license. If You wish to acquire the Software Product for educational purpose only, please contact Schneider Electric's organization or its authorized reseller serving Your country. In case the Software Product is identified as academic or educational software, You must be a qualified educational user to be entitled to use said Software Product; if You are not a qualified educational user, You have no rights under this EULA with respect to said academic or educational software. To determine whether You are a qualified educational user, please contact Schneider Electric's organization or its authorized reseller serving Your country. Once licensed to use said academic or educational Software Product, You may not sell or transfer any such Software Product or sub-license Your license right to use the same to anyone except to another person who is qualified by Schneider Electric as a qualified educational user.
As used in this section of EULA, the term 'person' shall be broadly interpreted to include without limitation any individual, any corporation, company or other legal entity.

License for Field-Test. If You have acquired a license for field-test purposes, You acknowledge and agree that the Software Product licensed to You under a field-test license is a pre-release software only. As such, said Software Product may not be fully functional and You assume the entire risk as to the results and performance of the Software Product. You may install and use the Software Product licensed to You under a field-test license on computers in Your workplace only for the purpose of testing said Software Product before it is commercialized by Schneider Electric and potentially identifying any errors, bugs or defects in said Software Product. You also agree to use reasonable efforts to provide feedback to Schneider Electric regarding Your use of the Software Product, including a prompt report to Schneider Electric of errors, bugs or defects that You might find. Therefore, notwithstanding anything in this EULA to the contrary, You may not distribute or transfer any applications You create with the Software Product licensed to You under a field-test license. Schneider Electric will not update the Software Product licensed to You under a field-test license, nor provide support in relation thereto. The Software Product licensed to You under a field-test license may contain code that will, after a certain time period, deactivate the Software Product and render it unusable. Although said Software Product will attempt to warn You of the time frame in which it will be disabled, You acknowledge and agree that said Software Product may be deactivated or rendered unusable with or without warning. Upon such deactivation, this EULA will be considered terminated. Prior to deactivation of the Software Product, You may contact Schneider Electric to convert Your field-test license on the Software Product to a standard license governed by this EULA on the final release of said Software Product if and when available from Schneider Electric by paying to Schneider Electric the applicable license fee (if any) and obtaining from Schneider Electric the relevant activation code(s).

Corporate license.
You may not acquire a Corporate License unless You are a company or a corporation. If You acquire a Corporate License from Schneider Electric, the media on which the Software Product is provided to You shall be configured so that it can only be used to operate the Software Product under a Corporate License; said media shall expressly mention the name of Your company, corporation or Group of Companies as being the licensee of a Corporate License on said Software Product.

The media containing the Software Product shall be provided to You separately from the license file necessary to activate said Software Product; said license file shall be configured so that it can only activate said Software Product under a Corporate License. If and when acquiring a Corporate License, You acquire a concurrent use license under the following limits:

- You may install the Software Product for use by Authorized Users from and to the Sites only; - Any use of a Software Product licensed to You under a Corporate License is strictly prohibited by any person who or which is not an Authorized User, and from or to a location which does not qualify as a Site as defined hereunder.

If and when acquiring a Corporate License, it is agreed as an express deviation to section 2 a) of this EULA, that:

You acquire the right to copy or reproduce the Software Product including the right to duplicate the media on which the Software Product is provided to You and the related license file; and

You acquire the right to permit the use of the Software Product by any company or corporation which is part of Your Group of Companies (as defined hereunder), in both cases, for the sole and restricted purpose of exercising the concurrent use license right granted to You under said Corporate License within the limits set forth hereinabove.

This Schedule forms an integral part of this EULA, and all terms and conditions of this EULA which are not expressly deviated under this Schedule, shall apply to You in accordance with the foregoing in addition to the terms and conditions set forth in this Schedule.

As used herein and for the purposes of Corporate Licenses only, the following terms shall have the following meaning:

the term 'Group of Companies' means any company or corporation:

a) in which You directly or indirectly own or control the voting rights attached to more than 50% of the issued ordinary share capital, or (ii) control directly or indirectly the appointment of a majority of directors (or equivalent) of its board of directors (or equivalent body); or

b) which directly or indirectly (i) owns or controls the voting rights attached to more than 50% of Your issued ordinary share capital, or (ii) controls the appointment of a majority of directors (or equivalent) of Your board of directors (or equivalent body); or

c) which is directly or indirectly owned or controlled by the same company or corporation as You in accordance with sub-case b) above.

the term 'Authorized Users' means any end-users at the Sites who use the Software Product;

the term 'Sites' means Your facility to which Schneider Electric initially supplied the Software Product as well as all of Your facilities and the facilities of Your Group of Companies, irrespective whether said facilities are located within the same country or several countries.

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