

EATON CORPORATION

POWER ADVANTAGE PARTNER PROGRAM

AND

INTELLIGENT POWER CERTIFICATION PROGRAM

TERMS AND CONDITIONS

The Eaton Corporation (“EATON”) reseller partner (“PARTICIPANT”) participating in this Power Advantage Partner and Intelligent Power Certification Programs (“the PROGRAMS”) hereby agrees to the following (“AGREEMENT”):

1. PROGRAMS Eligibility:

To be eligible for the PROGRAMS the:

- 1.1 PARTICIPANT must be a reseller of information technology products and/or services (servers, storage, workstations, networking gear, notebook computers, computer peripherals, etc.) to end users.
- 1.2 PARTICIPANT must have a valid tax ID.
- 1.3 PARTICIPANT shall demonstrate commitment and dedication to the development of incremental business in Eaton products as well as to increasing awareness of the Eaton brand name.
- 1.4 PARTICIPANT agrees to be bound by the terms and conditions of this AGREEMENT and any modifications to the terms of this AGREEMENT in order to be eligible for the PROGRAMS.

2. Obligations of EATON

- 2.1 EATON shall designate PARTICIPANT as a REGISTERED PARTNER in the PAP-PROGRAM should PARTICIPANT comply with the defined requirements (as defined in the Schedule A) and shall provide PARTICIPANT with all the benefits afforded to a REGISTERED PARTNER.

- 2.2 EATON shall designate PARTICIPANT as an AUTHORISED PARTNER in the PAP-PROGRAM should PARTICIPANT comply with the defined requirements (as defined in the Schedule A) and shall provide PARTICIPANT with all the benefits afforded to an AUTHORISED PARTNER.
- 2.3 EATON shall designate PARTICIPANT as a PREMIUM PARTNER in the PAP-PROGRAM should PARTICIPANT comply with the defined requirements (as defined in Schedule A) and shall provide PARTICIPANT with all the benefits afforded to a PREMIUM PARTNER.
- 2.4 EATON shall designate PARTICIPANT as a BASIC PARTNER in the IPC-PROGRAM should PARTICIPANT comply with the defined requirements (as defined in the Schedule B) and shall provide PARTICIPANT with all the benefits afforded to a BASIC PARTNER.
- 2.5 EATON shall designate PARTICIPANT as an ADVANCED PARTNER in the IPC-PROGRAM should PARTICIPANT comply with the defined requirements (as defined in the Schedule B) and shall provide PARTICIPANT with all the benefits afforded to an ADVANCED PARTNER.
- 2.6 EATON shall designate PARTICIPANT as an EXPERT PARTNER in the IPC-PROGRAM should PARTICIPANT comply with the defined requirements (as defined in the Schedule B) and shall provide PARTICIPANT with all the benefits afforded to an EXPERT PARTNER.

3. Obligations of PARTICIPANT

- 3.1 PARTICIPANT agrees to receive communications from time to time from EATON on products and promotions directly relevant to the PARTICIPANT'S line of business.
- 3.2 PARTICIPANT agrees to allow EATON to use PARTICIPANT'S name in promotional materials, including press releases, presentations, customer references and reseller lists regarding the sale of Eaton products. Eaton will obtain PARTICIPANT'S prior written approval for publicity documents that contains claims, quotes, endorsements, or attributions by PARTICIPANT.
- 3.3 PARTICIPANT must comply with all applicable laws and regulations governing the advertising, marketing and sale of EATON Products.
- 3.4 PARTICIPANT may not represent Eaton products in a negative, misleading or deceptive manner.
- 3.5 PARTICIPANT shall comply with any logo or trademark usage guidelines issued by EATON in connection with the PROGRAMS.

4. Additional Terms and Conditions

4.1. Miscellaneous

4.1.1 The term of this AGREEMENT shall commence upon the date EATON provides written notice (includes email notice) to PARTICIPANT of its acceptance into the PROGRAMS. Each party may terminate this Agreement with or without cause at any time. Upon termination, PARTICIPANT will be removed from the PROGRAMS and all future purchases/sales, from the date of termination, will not be eligible for any discounts allowed for in this Programs.

4.1.2 Participant understands that the term of this AGREEMENT is one (1) year, which may be renewed by Eaton for additional terms at Eaton's discretion. Unless either party has terminated this Agreement not less than one (1) month before the expiration date according to Clause 4.1.1., the

Agreement shall be considered to have been automatically renewed for additional periods of one (1) year each time with a termination period of not less than one (1) month.

4.1.3 The Program is valid only for purchases/sales in Europe, Middle East and Africa.

4.1.4 EATON reserves the right to modify the terms of this Agreement or withdraw the Programs at any time at its sole discretion.

4.2. Intellectual Property Rights

4.2.1 EATON shall remain the owner of its intellectual property and nothing contained in this undertaking shall imply any transfer of title of any intellectual property and all intellectual property rights existing before or generated after the signature date of this undertaking or generated under this undertaking shall have full title to such rights.

4.2.2 The use in any form of the name "EATON" or Eaton's logo in the official name, company name, trading or business name, domain name or other similar name of the PARTICIPANT requires the prior written approval of Eaton.

4.2.3 The PARTICIPANT agrees to inform EATON promptly about any infringement of any of EATON's trademarks or other intellectual property rights or of any act of unfair competition of which the PARTICIPANT has knowledge. EATON at its sole discretion shall decide on appropriate action. The PARTICIPANT agrees to assist in every way possible in legal actions taken by Eaton or its affiliates in this regard.

4.2.4 The PARTICIPANT shall keep confidential all data, information, specifications, documentation, and other material (tangible or intangible) which is disclosed by EATON to the PARTICIPANT and designated by EATON as confidential. The PARTICIPANT's obligations and EATON's rights hereunder shall survive any expiration or termination of this Agreement for any reason whatsoever for a period of five (5) years thereafter.

4.3. Confidential Information

4.3.1 Confidential Information shall mean information that either party marks or otherwise conspicuously identifies as confidential, or which the receiving party should reasonably understand to be confidential, including but not limited to: non-public information about the PROGRAMS, Products and Services; business plans; market data; financial data; customer data; and sales information.

4.3.2 Each party shall:

- use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its similar information that it keeps confidential, but in no case less than a reasonable standard of care;
- use Confidential Information solely for the purpose for which it was disclosed or otherwise for the benefit of the discloser.

4.3.3. Either party may disclose Confidential Information to:

- employees of entities within its Enterprise that have a need to know in order to accomplish the purposes of this Agreement;

- any third party with the discloser's prior written consent.

Any disclosure of Confidential Information by a party to a third party shall be on terms no less restrictive than those in this Agreement.

4.3.4 Confidential Information shall not include information that is: i) already in the possession of a party without obligation of confidentiality; ii) developed by a party independently of Confidential Information received from the other party; iii) obtained from a source other than the other party without obligation of confidentiality; iv) publicly available when received or subsequently made publicly available through no fault of the recipient; or v) disclosed to a third party without obligation of confidentiality.

4.3.5 Either party may use the ideas, concepts and know-how contained in the Confidential Information of the other which is retained in the unaided memories of recipient's employees.

4.3.6 CONFIDENTIAL INFORMATION OF EITHER PARTY IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED.

4.3.7 The receipt of Confidential Information by either party shall not preclude, or in any way limit, the recipient from: i) providing to others products or services which may be competitive with products or services of the discloser; ii) providing products or services to others who compete with the discloser; or iii) assigning its employees in its sole discretion.

4.3.8 Either party may disclose Confidential Information of the other to the extent required by law; however, the recipient shall promptly notify the discloser of any such requirement in order that the discloser may take action to prevent or limit such disclosure.

4.4. Status Change

PARTICIPANT shall provide prompt written notice to EATON of any substantive change to the information provided in the PROGRAM's application and/or. Upon notification of such change, or in the event of PARTICIPANT's failure to provide notice of such change, EATON may, at its sole discretion, terminate this Agreement with immediate effect.

4.5. PROGRAMS Changes

EATON reserves the right to modify, or terminate, the PROGRAMS, including any condition, requirement, or benefit, in whole or in part. All such changes shall be effective upon notice to the PARTICIPANT or at such time that EATON may specify, provided that EATON will use commercially reasonable efforts to give the PARTICIPANT thirty (30) days-notice of any material change to the PROGRAM. Should the PARTICIPANT disagree with any change or modification, it may terminate this AGREEMENT (and its participation to the PROGRAMS) in accordance with applicable Agreement terms.

4.6. Subcontracting of certification exams and online learning platform

The PARTICIPANT hereby consents and agrees that EATON is entitled to subcontract certification exams, external learning or other external platforms for all aspects related to the PROGRAMS as

EATON deems suitable to an external online platform. The PARTICIPANT agrees and shall assure that its employees agree to share some data, like f.e. name, first name, company name and the like with such external online platform.

It is understood that such data shall strictly be used for such learning and certification online platforms on EATON products and in compliance with all applicable Data Protection laws and regulations.

4.7. Limitation of Liability

To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will EATON or its resellers, suppliers or agents be liable to the PARTICIPANT or any person under this Agreement or otherwise (i) for lost profits, loss of use, loss of or corruption of data, loss of good will, business interruption, loss of production, loss of revenues, loss of contracts, or loss of anticipated savings or wasted management and staff time.

Schedule A

1. Eaton Power Advantage Partner Program Requirements Grid

	REGISTERED	AUTHORIZED	PREMIUM
Business			
Annual Sales Target \$/K*		x*	x*
Quarterly Business Reviews			x
Accreditations			
Sales Accreditation		At least 3 Hardware modules passed by one or several Sales Engineers	
Marketing			
Display of Eaton 's logo on PARTICIPANT's website		x	x
Support			
First line support		x	x

* Based on Country tier and partner PAP level. Authorised for the UK from £20,000. Premium for the UK from £60,000.

2. Eaton Power Advantage Partner Program Benefits Grid

	REGISTERED	AUTHORIZED	PREMIUM
Business			
Access to Intelligent Power Certification programme	x	x	x
Reseller discount*		x	x
Deal registration programme		x	x
Marketing Development Funds (MDFs)			x
Dedicated Channel Manager			x
Marketing			
Partner Program logo	x	x	x
Regular e-newsletters with portfolio updates, news and general information	x	x	x
Access to demand-generation assets	x	x	x

Dedicated channel communications	x	x	x
Visibility of the company's name and contact details on the Eaton Partner Locator tool on our website	x	x	x
Dedicated Eaton marketing manager			x
Knowledge			
Access to the online knowledge centre (manuals, sales tools)	x	x	x
24/7 On line Trainings	x	x	x
Guided Learning Path	x	x	x
Support & Tools			
Access to Eaton's online partner portal	x	x	x
Embedded Configurators	x	x	x

* Authorized and Premium Partners are eligible to receive a percentage off the price promoted by EATON's Authorized IT Distributors. The discount is taken after any other EATON Rebates or Discounts that are reflected in the price of the product offered by the IT Distributor.

SCHEDULE B

In this schedule, Hardware and Software are limited to the ones listed below:

- hardware products (“**HARDWARE**”):
 - product range belongs to the list:
 - UPS
 - Eaton ePDU
 - Eaton IT Rack
 - Services Web Offer
 - Services Blister Offer

- software products (“**SOFTWARE**”):
 - product range = Software
 - and product category belongs to the list
 - IPM Editions
 - VPM

1. Eaton Intelligent Power Certifications Program Requirements Grid

	BASIC	ADVANCED	EXPERT
Business			
Annual Sales Target \$/K			5k€/year in SOFTWARE and at least 3 SOFTWARE sales (to 3 different customers)
Accreditations			
Technical Accreditation*		At least 1 person with Advanced Technical Accreditation	At least 3 persons with: - at least 2 persons with Advanced Technical Certification - at least 1 person with Expert Technical Certification
Sales Accreditation*		At least 1 person	At least 2 persons
Marketing			
Display of Eaton Intelligent Power Certification on PARTICIPANT’s website		x	x
Support			
Channelize support requests**		x	x

* Accreditation shall only be valid for two years as of the date of the Accreditation. Beyond, the PARTICIPANT shall ensure his employees have the necessary capabilities/skills and pass the Accreditation tests again.

** PARTICIPANT should collect the post-sales support requests from its end customers, answer autonomously to the low complexity ones and send the remaining, complex ones to Eaton.

2. Eaton Intelligent Power Certifications Program Benefits Grid

	BASIC	ADVANCED	EXPERT
Business			
Discount on the whole solution when SOFTWARE is included*		5% of the HARDWARE and SOFTWARE amount invoiced (excluding taxes), limited to 70% of the SOFTWARE amount	7% of the HARDWARE and SOFTWARE amount invoiced (excluding taxes), limited to 70% of the SOFTWARE amount
SOFTWARE license available for internal use (for demos or internal trainings) **	X	X	X
Dedicated Software Channel Manager	X	X	X
Marketing			
Certificate logo		X	X
Partner listed as Certified at this level, on Eaton website***		X	X
Knowledge			
Free trainings for preparation of Advanced/Expert technical accreditation and sales accreditation	X	X	X
Access to online Eaton Software Academy	X	X	X
Support & Tools			
Free deployment preparation session****		X	X

* The discount is taken after any other EATON Rebates or Discounts that are reflected in the price of the product offered by the IT Distributor. The discount will be applied on the products included in the order containing the SOFTWARE products. No discount will be applied in subsequent orders.

** Eaton will display the PARTICIPANT Certification on Eaton website no later than two (2) months following the date of Certification. The Certification will only be displayed during its validity period. Eaton reserves the right to withdraw any reference to the Certification without cause or notice period.

*** Eaton grants the PARTICIPANT, a limited, non-exclusive, non-transferable, non-sub-licensable, and revocable license to access and use the SOFTWARE, which is provided to the PARTICIPANT for its own internal purposes, solely for demonstration and internal trainings.

**** Eaton will make a Software Channel Manager available to help the PARTICIPANT preparing the software deployment. There will be one session per new SOFTWARE sale to a new customer. This session will have a time length of 2 hours for IPM and 4 hours for VPM, will be given remotely and should be requested by the PARTICIPANT in writing at least 7 business days before the expected date. Eaton

will use its best effort to meet PARTICIPANT timeslot expectation and if not possible, shall propose alternative timeslots in the subsequent 7 business days.

Copyright ©2023 Eaton Corporation. All rights reserved. By signing these Terms and Conditions, you agree to abide by the Eaton Power Advantage Partner and IT Channel Partner Program