

THIRD PARTY NETWORK ACCESS AGREEMENT

This Third Party Network Access Agreement (the “**Agreement**”) is made and entered into as of the Effective Date as defined below, by and between Emerson Electric Co., with offices at 8000 W. Florissant Avenue, St. Louis, MO 63136 (on its own behalf and on behalf of its affiliates, collectively “**Emerson**”), and the person agreeing hereto on their behalf and on behalf of the their company and any company affiliates (collectively, “**User**”). Emerson and User may be referred to individually as a “**Party**” or together as the “**Parties**”.

WHEREAS, the Parties desire that User be given access to Emerson’s proprietary network of computer information systems, infrastructure, applications and data (collectively, the “**Emerson Network**”) and Emerson is willing to grant such access subject to the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as to be legally bound as follows.

1. EMERSON NETWORK SECURITY.

a. Access.

(i) Emerson hereby grants access to the Emerson Network subject to the terms hereof. User agrees to: (1) comply with all applicable laws, rules and regulations in connection with its access to and use of the Emerson Network; (2) comply with Emerson’s security policies; and (3) in the absence of specific security controls provided by Emerson, comply with industry standards for controls related to the security of computer information systems, infrastructure, applications and data, including the installation and maintenance of up-to-date anti-virus software and security patches on any User computer systems and devices used to access the Emerson Network (collectively, the “**Emerson Network Access Requirements**”). User shall not attempt to access any content within the Emerson Network that is not within the foregoing grant.

(ii) User agrees to inform all User agents of the Emerson Network Access Requirements and such obligation to comply with the same. Notwithstanding, User shall be responsible for any use by the agent. User will immediately notify Emerson of any material violation of this Agreement by User or User agents.

(iii) Access may be limited or revoked by Emerson at any time for any reason in Emerson’s sole discretion. This Agreement grants access to the Emerson Network only, and no license is granted, directly or indirectly, to or in connection with any trademark, copyright, trade secret, or other intellectual property of Emerson.

b. Limitations on Access and Use.

(i) User’s access to and use of the Emerson Network shall be solely for the authorized purpose. User shall not: (1) seek to gain additional access to or use of the Emerson Network outside of what is necessary to fulfill such purposes, even if the technical controls in the Emerson Network do not prevent User from accessing any part of the Emerson Network outside of the authorization received from Emerson; (2) establish or seek to establish a connection with other Emerson networks to which it has not been granted authorization from Emerson or bypass Emerson security devices; (3) attempt to bypass the Emerson VPN; or (4) attempt to access any Emerson equipment unless it has been granted specific written authorization by Emerson. User shall: (i) if authorized by Emerson only access the Emerson Network remotely through the Emerson VPN; (ii) disable any WLAN interfaces on equipment that is installed at any Emerson location; and (iii) connect only the LAN interfaces approved by Emerson in writing.

(ii) Emerson may immediately suspend or terminate User’s access to the Emerson Network for any failure to comply with this Agreement or other misuse of the Emerson Network by User or User agents.

(iii) User shall immediately terminate the Emerson Network access rights of any User agent who (i) fails to comply with the Emerson Network Access Requirements (ii) is no longer employed (or in the case of permitted contractors, engaged) by User, or (iii) is no longer performing services for the purpose and on behalf of User.

c. Log-in IDs and Passwords.

User shall ensure that each User agent will only access the Emerson Network using a log-in ID and password unique to the User agent, which User and User agent shall keep confidential. User shall not allow any User agent to share or transfer to another individual a log-in ID or password for access to the Emerson Network. Upon Emerson's request, User shall promptly provide Emerson with a current list of all User agents granted access to the Emerson Network.

d. Access Through User by Third Parties.

User shall not provide any access to the Emerson Network to third parties without the prior written consent of Emerson.

2. DATA SECURITY AND CONFIDENTIALITY

a. Protection of Emerson's Information.

User and User agents shall keep confidential all data, materials, information, applications, or any other accessible materials contained in or accessed through the Emerson Network ("Emerson Confidential Information").

b. Information Security Program.

User shall develop, maintain and implement a comprehensive written information security program consistent with commonly held industry standards.

c. Information Security Incidents.

Without undue delay, User shall inform Emerson in writing of any actual or reasonably suspected (i) unauthorized access to or acquisition, use, disclosure, modification or destruction of any Emerson Confidential Information or (ii) interference with a process, a function or data on any Emerson information system that contains any Emerson Confidential Information (collectively, "**Information Security Incident**") of which User becomes aware. Such notice shall summarize in reasonable detail the effect on Emerson, if known, of the Information Security Incident and the corrective action taken or to be taken by User. User shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Emerson in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. User shall (i) investigate such Information Security Incident and perform a root cause analysis thereon; (ii) remediate the effects of such Information Security Incident; and (iii) provide Emerson with such assurances as Emerson shall request that such Information Security Incident is not likely to recur.

d. Non-Confidentiality and Use by Emerson of User Information.

Unless Emerson has expressly agreed otherwise in writing, any communication or data that User or User agents uploads to or processes on the Emerson Network, exclusive of any Emerson Confidential Information (which shall be subject to Sections 2a, 2b and 2c above), will be treated as non-confidential and non-proprietary as to User. Unless Emerson has expressly agreed otherwise in writing, User acknowledges and agrees that anything transmitted by User or User agents may be used by Emerson for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting.

e. Prohibited Information.

User and User agents will not transmit from or upload to the Emerson Network any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

3. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue so long as User requires access to the Network for the purposes hereunder. This Agreement may be terminated by Emerson, with or without cause or notice, and without further obligation on the part of Emerson. Such termination will not excuse User's obligation to provide services under any other existing services agreement which may be in effect.

4. PERIODIC REVIEWS

Emerson shall have the right to ensure compliance with the terms of this Agreement, monitor, track and conduct audits of User's policies in connection with its actions hereunder, and to perform regular reviews of User's access logs and records of use to confirm that User's access to and use of the Emerson Network and Emerson data is consistent with the access granted hereunder. User shall promptly provide to Emerson upon request all records relating to User's access and Emerson data, and shall provide reasonable cooperation and assistance to Emerson at no charge.

5. NO WARRANTIES; LIMITATION OF LIABILITY

USER ACKNOWLEDGES AND AGREES THAT ITS USE OF THE EMERSON NETWORK IS AT ITS OWN RISK. ACCESS TO THE EMERSON NETWORK IS PROVIDED TO USER AND USER AGENTS "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES (WHETHER IN CONTRACT, TORT, LAW OR OTHERWISE) THAT MAY ARISE OUT OF OR RELATE TO THIS AGREEMENT. EMERSON DOES NOT GUARANTEE ANY LEVEL OF BUSINESS OR REVENUE TO USER.

6. MISCELLANEOUS. User is an independent contractor and not an employee of Emerson, and no relationship of joint venture, partnership or agency exists between the Parties. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, may be amended by Emerson at any time without notice by posting online or on Emerson's Network, and shall not be amended by User except in a written instrument duly signed by both parties hereto. If any term, clause or provision hereof is held invalid, such invalidity shall not affect the validity or operation of any other term. User's obligations regarding the use, access, disclosure, and protection of Emerson shall indefinitely survive the termination of this Agreement. No waiver of any default shall be deemed as a waiver of any other default. This Agreement shall be governed by the laws of the State of Missouri without regard to its conflicts of law rules. Neither Party shall assign this Agreement without the other Party's prior written consent. This Agreement shall inure to the benefit of and be binding upon Emerson and User and their respective successors and assigns. Any notice required to be given under this Agreement shall be deemed given by Emerson to User when personally delivered, posted online or on the Emerson Network, or emailed to User, and by User to Emerson when in writing and personally delivered, or three (3) days after being mailed to Emerson at the address set forth hereinabove, which address may be changed by written notice. User's obligations regarding the use, access, disclosure, and protection of Emerson shall indefinitely survive the termination of this Agreement.

BY CLICKING THE "ACCEPT" BOX BELOW OR BY USING THE NETWORK EVEN IF THE "ACCEPT" BOX IS NOT CLICKED, USER ACCEPTS THE FOREGOING TERMS, AND VERIFIES THAT USER HAS READ THIS AGREEMENT, UNDERSTANDS ITS RESPONSIBILITIES, AND AGREES TO THIS AGREEMENT AS OF THE DATE THAT USER CLICKS "ACCEPT" OR USES THE NETWORK (THE "EFFECTIVE DATE").