

End User License Agreement – “nVent CADDY Anchor Calculator Software”

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14. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota, USA, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Software shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Minneapolis and Hennepin County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT SOFTWAREMUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. Entire Agreement/Modification. This Agreement constitute the entire agreement between you and nVent with respect to the Software and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Software. This Agreement may not be varied by you except by a writing signed by an officer of nVent. nVent reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement, for example but not limited to, to comply with changes in the law. Such updates, revisions, supplements and other modifications will be effective immediately upon publication. Your continued use of the Software after publication of updated version of the Agreement will be deemed to constitute your acceptance of such updates, revisions, supplements and other modifications. If you do not agree to any such updates, revisions, supplements and other modifications, please discontinue using the Software and uninstall the Software. You agree that you may not rely on any representations concerning the Software to the extent they vary from this Agreement, and such representations, if any, will neither add to nor vary the terms of this Agreement.

18. Assignment. You may neither assign any right nor delegate any obligation under this Agreement and attempted assignment or delegation shall be void. nVent may at any time freely assign this Agreement and its rights and obligations hereunder to any third party.

19. Invalid provisions. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and all other provisions remain in full force and effect.

20. Waiver. No failure or delay of nVent in exercising or enforcing any right or provision of this Agreement shall constitute a waiver of such right or provision, or any other right or provision hereunder. Furthermore, any waiver by nVent of any right or provision of this Agreement shall not be construed as, or constitute, a continuing waiver of such right or provision, or waiver of any other right or provision of this Agreement. .

21. Headings. The section titles in this Agreement are for convenience only.

22. Force majeure. nVent shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, cyberattacks, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any Laws or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire or explosion; and (vi) any labor or trade dispute, strikes, industrial action or lockouts.

23. Subcontracting. Subject to mandatory applicable Laws, nVent shall be permitted to subcontract or delegate in any manner any or all of the performance of its obligations under the Agreement to any Affiliate, contractor or any other third party service provider without requiring your prior written consent.

24. Any affiliate of nVent may seek to enforce the terms of this Agreement to the extent they confer a benefit upon it.

25. Acknowledgment. You hereby acknowledge that you have read this Agreement, understand it and agree to be bound by its terms and conditions, and that this Agreement may be executed by electronic signature, including (without limitation) by clicking "I accept the terms of the License Agreement."

26. Miscellaneous. No joint venture, partnership, employment, or agency relationship exists between you and nVent as a result of this Agreement or use of the Software. Each updated or supplemented version shall supersede the prior version.

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