



Schneider Electric

Computer Systems / Information Security and Confidentiality Agreement

***** IMPORTANT NOTICE *****

You are applying for limited access to Schneider Electric and its affiliates' (collectively hereinafter, "Schneider Electric") internal network. Such access may include a login ID with special access privileges to certain Schneider Electric computer system(s), and network and associated data (collectively, "Access Privileges"). Before any login ID (unique identification and/or associated password) can be issued, you must be aware of, understand and accept your responsibilities for safeguarding the integrity and confidentiality of the Access Privileges.


USER ACKNOWLEDGEMENT

By signing this Agreement, I acknowledge having read, understood and agreed to the following:

1. The Access Privileges given to me may provide access to certain computer system(s), networks, data and business information of Schneider Electric, which may be sensitive, proprietary, and/or confidential, and may include, but is not limited to, my Access Privileges, login ID, techniques, methods, processes, procedures, "know-how", trade secrets, materials, prototypes, and financial or business information (collectively, "Confidential Information"). Confidential Information does not include information which (i) at the time of disclosure was in the public domain through no wrongful act or other involvement of me; (ii) was already in my possession at the time of receipt and was not acquired, directly or indirectly from Schneider Electric; or (iii) was received from a third party having the legal right to transmit the same.
2. I affirm my responsibility to treat the Access Privileges and Confidential Information in confidence and protect it with due care, but in no event less than reasonable care and to (i) not remove, copy, transfer or disclose such Access Privileges or Confidential Information to any third party in any form (oral, written, printed or electronic) without prior written consent of Schneider Electric; (ii) use such Access Privileges and Confidential Information exclusively and as required for the performance of my authorized scope of services for Schneider Electric; and (iv) avoid any actions that could damage, disrupt or affect the integrity of the computer system, network, or data associated with Access Privileges or Confidential Information.
3. Access Privileges and Confidential Information do not confer any license under any patent, trademark, copyright, or any other intellectual property right, by implication or otherwise and all right, title and interest in and to the Access Privileges, Confidential Information and/or any Schneider Electric intellectual property shall remain with, and vest exclusively in Schneider Electric.
4. I understand that any security code issued is in my name and is for my use only. I understand I am responsible for my login ID credentials and all access granted from their use.
5. I will log off, or otherwise secure all equipment when leaving any workstation unattended.
6. I understand that my login ID and Access Privileges may be removed from any and all Schneider Electric system at any time at the sole discretion of Schneider Electric.
7. I will immediately report to my manager or supervisor/primary contact at Schneider Electric any and all (i) known or suspected security weaknesses in Schneider Electric's systems, (ii) loss or disclosure pursuant to my Access Privileges or of the Confidential Information, (iii) or breach of this Agreement.

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8. I acknowledge and agree that Schneider Electric may be irreparably harmed by any violation of this Agreement, and that the use of my Access Privileges or the Confidential Information for any purpose other than that stated herein may, among other things, enable me or other third parties to compete unfairly with Schneider Electric. Therefore, in the event of a breach or threatened breach, Schneider Electric shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach, without being required to show any actual damage or to post a security or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement.
 9. I understand that any violations of the provisions of this Agreement will be treated seriously by Schneider Electric and could lead to sanctions including termination of my Access Privileges and a material breach of services leading to termination of my or, if applicable, my employer's services for Schneider Electric.
 10. This Agreement is effective on the date of your signature below and shall expire upon the sooner of (i) such time as such Access Privileges are no longer required for the provision of your services to Schneider Electric; or (ii) termination by Schneider Electric at any time, without notice and in its sole discretion. Notwithstanding the termination or expiration of this Agreement, your obligations pursuant to Access Privileges and with respect to the Confidential Information shall remain in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (ii) in the case of any other obligations pursuant to Access Privileges and with respect to Confidential Information, until you are no longer liable for disclosure pursuant to Paragraph 2 of this Agreement or the period of five (5) years from the date of termination or expiration of this Agreement, whichever occurs first.
 11. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of the Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement.
 12. Upon the termination or expiration of this Agreement or at the written request and instruction of Schneider Electric, anything furnished or accessed pursuant to your Access Privileges and with respect to the Confidential Information, including any copies thereof, shall, at Schneider Electric's instruction, either be returned to Schneider Electric or destroyed and you shall furnish a certificate of destruction to Schneider Electric.
 13. The terms of this Agreement, as well as the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State, Country or Province where the Access Privilege is authorized, excluding applicable conflicts of laws rules. Notwithstanding the preceding sentence, Schneider Electric may bring an action to enjoin the wrongful disclosure of anything furnished or accessed pursuant to your Access Privileges and with respect to the Confidential Information, in the jurisdiction and forum in which the misuse or wrongful disclosure has or is anticipated to occur

[SIGNATURE PAGE FOLLOWS]

* Date	
* End User Full Name	Roland PROVENSAL
* End User SESA ID	SESA731982
* Signature of End user	
* End User Company Name	COMNCO
* SE Business Contact Full Name	Aurélien EVRARD
* Date Approved by SE	
* Signature of SE Business Contact	

CONFIDENTIAL DOCUMENT FOR RESTRICTED USE ONLY – DO NOT COPY
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