

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Eaton/Cannon Technologies Inc, an industrial automation company, located at 3033 Campus Drive-Suite 350N, Minneapolis, MN 55441 (“**Distributor**”). GRPUC and Distributor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received a quotation from a Distributor for 200 RF Gen 2 water nodes.

B. Distributor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is 8/26/2026 The Distributor must not begin work under this Contract until this Contract is fully executed and the Distributor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is 2/28/2027 or until all of Distributor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Distributor’s Duties

2.1 The Distributor shall: Provide 200 RF Gen 2 water nodes with the standard 5 ft cable.

(The services (if any) to be provided by Distributor to GRPUC are referred to as the “**Services**.” The goods (if any) to be provided by Distributor to GRPUC are referred to as the “**Goods**.”). Distributor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C**.

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule,

quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Distributor. If such changes affect the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Distributor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Distributor shall not be entitled to any adjustment unless such written claim is so submitted.

- 2.3 GRPUC may from time to time, require additional Services or Goods from Distributor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Distributor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Distributor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder (“**Legal Requirements**”) without extra charge or expense. Distributor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Distributor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys’ fees and disbursements, resulting to it by reason of any such violation by Distributor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Distributor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Distributor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Distributor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Distributor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Distributor will be responsible for the acts, omissions, work, materials, and equipment of its employees, sub-Distributors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Distributor shall cooperate fully with GRPUC, other GRPUC Distributors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.

- 2.8 Distributor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Distributor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.
- 2.9 Distributor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, sub-Distributors, and invitees. Distributor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.
- 2.10 Distributor is responsible for the handling and distribution of its own tools, equipment, and materials. Distributor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Distributor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.

3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Distributor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Distributor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Distributor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Distributor to its terms.
- 3.4 Distributor warrants that at the time GRPUC accepts the Goods: (A) Distributor has good title to the Goods, free and clear of any lien, security interest, or other encumbrance ("Encumbrance"). Distributor warrants to GRPUC that the products provided under this Agreement will be free from defects in material and workmanship when used in accordance with Distributor's operating instructions. Distributor will, if given prompt notice by GRPUC, correct, by repair or replacement at Distributor's option, any defect that appears under proper and normal use of the purchased products within one (1) year after installation of the products, but not exceeding eighteen (18) months from date of shipment. In addition, Distributor warrants that for twenty (20) years from the date of shipment, water node batteries, under standard operating profile (24 hour Reporting Interval, 1 hour Recording Interval), shall be free of defect. GRPUC's exclusive remedy during the initial ten (10) years from date of shipment ("free replacement period") shall be to receive a replacement battery unit and for years 11-20, receive a replacement battery unit at a prorated purchase price. The furnishing of warranty repairs or

replacement will not extend the original warranty period. Distributor will not be liable for the following costs relating to the products to be repaired or replaced: (a) removal; (b) reinstallation; (c) transportation to Distributor's facilities; or (d) any other cost incidental to the foregoing. However, Distributor will pay for transportation of repaired or replaced products from Distributor's facilities to GRPUC's facilities.

3.5 Distributor warrants to GRPUC that the services provided under this Agreement will be free from material errors and from defects in workmanship, for a period of one year after the provision of the service at issue. Distributor, if given prompt notice by GRPUC, will, at its option, re-perform the services at issue or refund the purchase price of the services at issue. The options under this limited warranty are GRPUC's sole and exclusive remedy for failure of the products or services provided under this Agreement to be as warranted.

3.6 EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE AND IN SECTION 7.4.2 OF THE CONTRACT TERMS IN EXHIBIT A, DISTRIBUTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. DISTRIBUTOR'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES AT ISSUE. IN NO EVENT SHALL DISTRIBUTOR BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS OR FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE.

3.7 Distributor has all risk of loss until delivery of the Goods.

4. Time

The Distributor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Consideration and Payment

5.1 Consideration. GRPUC will pay for performance by the Distributor under this Contract as follows:

5.1.1 Compensation. The Distributor will be paid Thirty-Two Thousand Two Hundred Forty Dollars (\$32,240.00) in accordance with **Exhibit D**.

Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Thirty-Two Thousand Two Hundred Forty Dollars (\$32,240.00)

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Distributor after the Distributor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

5.2.2 Retainage. No more than ninety percent (90%) of the amount due under this Contract may be paid until Distributor has performed all of its obligations under this Contract to GRPUC's satisfaction.

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, Grand Rapids, MN, 55744, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Distributor's performance.

Distributor's Authorized Representative is Jill Skarsten at the following business address: 3033 Campus Drive-Suite 350N, Minneapolis, MN 55441 and the following telephone number: 763-543-7685 or his/her successor. If the Distributor's Authorized Representative changes at any time during this Contract, the Distributor must immediately notify GRPUC.

7. Limitation of Liability

THE REMEDIES OF THE GRPUC SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF DISTRIBUTOR TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL DISTRIBUTOR BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF GRPUC OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF DISTRIBUTOR ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED. THE FOREGOING LIABILITY LIMITATIONS SHALL NOT APPLY TO DISTRIBUTOR'S FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT.

8. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule

[The Signature Page Follows]

Eaton/Cannon Technologies Inc.

Signed by:
By: Jason Mikulski
C02A58FCCC834AB...

Print Name: Jason Mikulski

Title: GM & Sr. PLM-Smart Grid

Date: 16-Sep-26 | 14:48 PDT

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. GRPUC will pay the Distributor within thirty (30) days following receipt of an undisputed invoice. Terms requesting payment in less than thirty (30) days will be changed to read "Net 30 days." Notwithstanding the foregoing, GRPUC may pay the Distributor in advance in its sole discretion.

The payment for each invoice will only be made for Goods received or Services actually performed that have been accepted by GRPUC, and meet all terms, conditions, and specifications of the Contract.

- 1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as **Exhibit D, Supplement 1**, unless an alternative format is approved in writing by GRPUC's Authorized Representative.

2. Termination.

- 2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Distributor. Upon termination for convenience, the Distributor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered.
- 2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days' written notice to Distributor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.
- 2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.
- 2.4 Effect of Termination. Upon receipt of any notice of termination Distributor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Distributor as a result of any termination.
- 2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC's request, Distributor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

3. Force Majeure.

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the Party unless the act or occurrence could have been reasonably foreseen and reasonable action

could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

4. Confidentiality.

In connection with Distributor's provision of the Goods and Services under this Contract ("**Purpose**") GRPUC may disclose to Distributor, or Distributor may otherwise receive access to, confidential or proprietary information of GRPUC ("**Confidential Information**"). Distributor shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Distributor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Distributor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Distributor will be responsible for any breach of this paragraph caused by its Representatives. If Distributor is required by law or court order to disclose Confidential Information, Distributor shall provide GRPUC with prompt written notice thereof, so that GRPUC may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Distributor and its Representatives will use reasonable efforts to obtain and will not oppose action by GRPUC to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Distributor will furnish only that portion of the Confidential Information which Distributor is advised by Distributor's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

5. Indemnification.

5.1 Distributor shall indemnify, defend, and hold harmless GRPUC, GRPUC's agents and employees from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, losses, damages, fines, penalties, fees, and any expense whatsoever and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought against GRPUC arising out of bodily injury, death, or property damage, including damage to either tangible or intangible property, including the loss of use thereof, to the extent arising out of the Distributor, or Distributor's subcontractor's negligent acts or omissions, violation of any federal, state, or local law, rule, or regulation, unauthorized disclosure of confidential information, infringement of any third party intellectual property right by any software, intellectual property, equipment, materials, supplies, installation methods used in the work or the system or the use thereof by GRPUC, hereinafter referred to as "Liabilities" to the extent that such Liabilities were caused in whole or in part by the acts, errors, or omissions of any Distributor, its agents, employees, Subcontractors or others for whom Distributor is responsible, arising out of, in connection with, or as a result of the performance and furnishings of the work or other services performed by Distributor or any Subcontractor on behalf of GRPUC.

5.2 GRPUC agrees that it will give written notice to Distributor of any Liabilities asserted against Distributor for which GRPUC believes Distributor is responsible for indemnification, in whole or in part. Upon receipt of such written notice, Distributor shall defend at its own expense, with either counsel of its choosing, but reasonably acceptable to GRPUC, or GRPUC's selected counsel, any suit, claim or action brought against any GRPUC Party based upon such Liabilities.

5.3 Distributor agrees that it maintains Insurance ("Insurance") for purposes of insuring against loss as a result of Liabilities caused in whole or in part Distributor; such insurance coverage is acknowledged to comply with the requirements as designated in Exhibit B (Insurance Requirements). Distributor understands and agrees and further warrants and represents to GRPUC that, notwithstanding any other provision to the contrary herein contained, Distributor's Liability for any and all losses, whether to GRPUC or to third parties, resulting from any Liabilities caused in whole or in part by Distributor's negligence shall not be limited to the amount of any insurance proceeds payable to or on behalf of Distributor under such Insurance, and Distributor agrees to immediately indemnify and hold GRPUC harmless for any and all such Liability in excess of such insurance proceeds.

5.4 The requirements of this Section shall survive the termination of this Agreement.

6. Government Data Practices.

The Distributor and GRPUC must comply with the MGDPA, as it applies to all data provided by GRPUC under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Distributor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Distributor or GRPUC.

If the Distributor receives a request to release the data referred to in this clause, the Distributor must immediately notify and consult with GRPUC's Authorized Representative as to how the Distributor should respond to the request. The Distributor's response to the request shall comply with applicable law.

7. Intellectual Property Rights.

7.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

7.1.1 "**Documents**" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Distributor, its employees, agents, or sub-Distributors, in the performance of this Contract.

7.1.2 "**Pre-Existing Intellectual Property**" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

7.1.3 "**Works**" means all inventions, improvements, discoveries (whether or not patentable), data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, maps, specifications, materials, tapes,

and disks conceived, reduced to practice, created or originated by the Distributor, its employees, agents, and sub-Distributors, either individually or jointly with others in the performance of this Contract. **“Works”** includes Documents.

7.2 Ownership. GRPUC owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of GRPUC and all such Documents must be immediately returned to GRPUC by the Distributor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Distributor assigns all right, title, and interest it may have in the Works and the Documents to GRPUC. The Distributor must, at the request of GRPUC, execute all papers and perform all other acts necessary to transfer or record GRPUC’s ownership interest in the Works and Documents.

7.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Distributor grants GRPUC a perpetual, irrevocable, non-exclusive, royalty free license for Distributor’s Pre-Existing Intellectual Property that are incorporated in the Goods or Services that are purchased through the Contract.

7.4 Obligations.

7.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Distributor, including its employees and sub-Distributors, in the performance of this Contract, the Distributor will immediately give GRPUC’s Authorized Representative written notice thereof, and must promptly furnish GRPUC’s Authorized Representative with complete information and/or disclosure thereon.

7.4.2 Representation. The Distributor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of GRPUC, and that neither Distributor nor its employees, agents, or sub-Distributors retain any interest in and to the Works and Documents. The Distributor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

7.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Distributor will indemnify, defend, and hold harmless GRPUC, at the Distributor’s expense, from any action or claim brought against GRPUC to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Distributor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Distributor’s or GRPUC’s opinion is likely to arise, the Distributor must, at GRPUC’s discretion, either procure for GRPUC the right or license to use the intellectual property rights at issue or

replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of GRPUC will be in addition to and not exclusive of other remedies provided by law.]

8. Copyright.

The Distributor shall save and hold harmless GRPUC, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the Contract.

9. GRPUC Audits.

The Distributor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Distributor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

10. Publicity and Endorsement.

10.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Distributor individually or jointly with others, or any sub-Distributors, with respect to the Goods or Services provided resulting from this Contract.

10.2 Endorsement. The Distributor must not claim that GRPUC endorses its products or services.

11. Debarment by the State, its Departments, Commissions, Agencies, or Political Subdivisions.

Distributor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions. Distributor's certification is a material representation upon which the Contract award was based. Distributor shall provide immediate written notice to GRPUC's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

12. Equal Employment, Nondiscrimination, and Affirmative Action.

In connection with the work under this Contract, Distributor agrees to comply with the applicable Legal Requirements related to equal employment opportunity, nondiscrimination, affirmative action, and nonretaliation.

13. General / Miscellaneous.

13.1 Observance of GRPUC Policies. When Distributor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy.

13.2 Independent Distributor. It is understood and agreed that in providing the Goods and Services hereunder, Distributor shall act in the capacity of an independent Distributor and not as an employee, partner, joint venturer, or agent of GRPUC. Distributor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Distributor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and Distributors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its Distributors. Distributor acknowledges that as an independent Distributor, neither it nor any of its employees or Distributors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

13.3 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated by this Contract.

13.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

13.5 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address: 500 SE 4th Street
Grand Rapids, MN 55744
Attn: General Manager
Email: jakennedy@grpuc.org

Distributor
Address:
3033 Campus Drive-Suite 350N
Minneapolis, MN 55441
Attn: Jill Skarsten
Email: easinternalsales@eaton.com

13.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

13.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

13.8 Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Contract a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

13.9 Binding Effect; Assignment. This Contract shall be binding on the Parties and on their respective heirs, devisees, representatives, successors, and assigns. Distributor shall not assign, sublet, or subcontract the Goods or Services or any portion thereof without the prior written consent of GRPUC, which shall not be unreasonable withheld. Such consent shall not relieve Distributor of its obligations or liabilities under the Contract.

13.10 Counterparts; Electronic Signatures. This Contract may be executed in separate counterparts with the same effect as if all signatures were on the same Contract. For purposes of this Contract, a telecopy, electronic, or facsimile Contract and signature shall be deemed as, and shall serve as, an original Contract and signature.

13.11 Attorneys' Fees. In the event of any litigation between the Parties hereto with respect to this Contract, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

13.12 Survival. The obligations of Distributor hereunder, including, without limitation, obligations concerning indemnity, warranties, confidentiality, intellectual property and defense of GRPUC, shall survive the expiration or earlier termination of this agreement.

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Exhibit B: Insurance Requirements

14. Notice to Distributor.

14.1 The Distributor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.

1 Notice to Insurer. 14.2 Distributor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Distributor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract

14.3 The failure of the Distributor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Distributor to provide such insurance.

14.4 GRPUC reserves the right to immediately terminate this Contract if the Distributor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Distributor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

The Distributor's insurance company(ies) waives its right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

15. Additional Insurance Conditions. The following apply to the Distributor, or the Distributor's sub-Distributor:

15.1 Distributor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to

any claim arising out of Distributor's performance under this Contract.

15.2 If Distributor receives a cancellation notice from an insurance carrier affording coverage herein, Distributor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Distributor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.

15.3 Distributor is responsible for payment of Contract-related insurance premiums and deductibles.

15.4 If Distributor is self-insured, a Certificate of Self-Insurance must be attached.

15.5 Distributor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

15.6 Distributor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

15.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Distributor's policy limits to satisfy the full policy limits required by the Contract.

16. Coverages. Distributor is required to maintain and furnish satisfactory evidence of the following insurance policies:

16.1 **Commercial General Liability Insurance.** Distributor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations

under the Contract whether the operations are by the Distributor or by a sub-Distributor or by anyone directly or indirectly employed by the Distributor under the contract. Insurance minimum limits are as follows:

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

\$1,500,000– annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **GRPUC must be named as an Additional Insured**, to the extent permitted by law

16.2 Commercial Automobile Liability Insurance. Distributor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Distributor will require the sub-Distributor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Sub-Distributor insurance shall be filed with the Distributor.

16.3 Workers' Compensation Insurance. Except as provided below, Distributor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Distributor will require the sub-Distributor to provide Workers' Compensation

insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Distributor from Workers' Compensation insurance or if the Distributor has no employees in the state, Distributor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Distributor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Distributor becomes eligible for Workers' Compensation, the Distributor must comply with the Workers' Compensation Insurance requirements herein and provide GRPUC with a certificate of insurance.

16.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Distributor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Distributor's professional services required under the Contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event
\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Distributor and may not exceed \$50,000 without the written approval of GRPUC. If the Distributor desires authority from GRPUC to have a deductible in a higher amount, the Distributor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Distributor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Distributor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Distributor to fulfill this requirement.

16.5 Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Distributor shall

maintain insurance to cover claims which may arise from failure of the Distributor to ensure the security of not public data stored on GRPUC's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Distributor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate

The following coverage shall be included: GRPUC named as an Additional Insured unless the coverage is written under a Professional Liability policy.

Exhibit C: Specifications, Duties, and Scope of Work

Eaton/Cannon Technologies will provide Grand Rapids Public Utilities two hundred (200) RF Gen2 Water nodes w/std 5 ft cable with an estimated 26-week lead time.

Exhibit D: Price and Payment Schedule

Total Cost of Two Hundred (200) Gen 2 Water Nodes: **\$32,240.00**

*GRPUC will pay the distributor within (30) days following receipt of an undisputed invoice.

Supplement 1



Powering Business Worldwide

Cannon Technologies Inc.
3033 Campus Drive • Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7606
Fax: (763)-543-7777
Contact: O'Connor, Megan

Original Invoice

Page 1 of 1

Please Remit To:
Cannon Technologies Inc.
28370 Network Place
Chicago, IL
60673-1283

Wire Transfer To:
JPMorgan Chase NA
New York, NY
AC # 700610905
ABA Routing # - 021000021
SWIFT Code - CHASUS33

Invoice No.
957339019
Delivery Note No.
8817623840
Shipment No.

Order No.
228162404
Invoice Date
04/15/2026
Quote/Contract No.
0024354841
GST/HST# 83057 7870 RT0001

Bill To:
GRAND RAPIDS PUBLIC UTILITIES
COMMISSION
500 SOUTHEAST 4TH STREET
GRAND RAPIDS MN 55744-3666
USA

Sold-To:
GRAND RAPIDS PUBLIC UTILITIES
COMMISSION
500 SOUTHEAST 4TH STREET
GRAND RAPIDS MN 55744-3666
USA

Ship-To:
GRAND RAPIDS PUBLIC UTILITIES
COMMISSION
500 SOUTHEAST 4TH STREET
GRAND RAPIDS MN 55744-3666
USA

Date Shipped		Ship-From	Customer No.	Customer P.O./Rel Number			Curr
04/15/2026		Gaithersburg, MD (CPS)	661424	PO2602000329			USD
Carrier			Tracking No.		Delivery		
			BOL #: FEDEX-488337650521			PP2, FOB PLANT	
Item No.	Material Number	Quantity Ordered	Back Order	Quantity Shipped	UOM	Price	Value
Cust	Catalog Number and Description						
Itm#	Customer Material Number						
000010	20100X42G11	1	0	1	EA	8,358.00	8,358.00
	20100X42G11 NS200 NETWORK SCOUT KIT Ranger 7						
SN 2530000960							
	Cannon Frit Chg	4.00	%				334.32
Invoice Amount in USD Up to 05/15/2026 without deduction							8,692.32

Conditions:

Payment: Net 30 Days

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect. Orders are accepted subject to Cooper Power Systems terms and conditions of sale which are included or have been provided previously to buyer.

END OF INVOICE

Certificate Of Completion

Envelope Id: 84A362BF-19A8-8B11-8207-BFACDF4A9E14

Status: Delivered

Subject: Action Required | Grand Rapids Public Utilities Commission - Purchase Agreement - Draft | Pending Si

Source Envelope:

Document Pages: 22

Signatures: 1

Envelope Originator:

Certificate Pages: 8

Initials: 0

Carla Frame

AutoNav: Enabled

1000 Eaton Blvd

Envelopeld Stamping: Enabled

Cleveland, OH 44122-6058

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

CarlaFrame@Eaton.com

IP Address: 209.112.107.133

Record Tracking

Status: Original

Holder: Carla Frame

Location: DocuSign

9/16/2026 1:45:22 PM

CarlaFrame@Eaton.com

Signer Events

Jason Mikulski

jasonamikulski@eaton.com

BU Director

Security Level: Email, Account Authentication (Optional), Login with SSO

Signature

Signed by:

Jason Mikulski
C02A58FCCC834AB...

Signature Adoption: Pre-selected Style

Using IP Address: 207.212.33.117

Signed using mobile

Timestamp

Sent: 9/16/2026 1:50:31 PM

Viewed: 9/16/2026 2:48:35 PM

Signed: 9/16/2026 2:48:53 PM

Electronic Record and Signature Disclosure:

Accepted: 12/17/2025 1:28:06 PM

ID: 9d4f9076-a908-42b9-acc6-bebf0eb679e1

Julie Kennedy

jakennedy@grpuc.org

General Manager

Security Level: Email, Account Authentication (Optional)

Sent: 9/16/2026 2:48:55 PM

Viewed: 9/16/2026 3:03:28 PM

Electronic Record and Signature Disclosure:

Accepted: 9/16/2026 3:03:28 PM

ID: cab4ef3b-d33a-4d3f-9fd5-a116cfb62314

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/16/2026 1:50:32 PM

Certified Delivered

Security Checked

9/16/2026 3:03:28 PM

Payment Events

Status

Timestamps

EATON PERSONAL DATA POLICY FOR DOCUSIGN

Effective Date: January 28, 2019. Revised in: February 2020

1, Eaton Corporation and its affiliates in the World (collectively, “Eaton,” or “we,” “us,” “our”) respect your concerns about Personal Data protection and value our relationship with you. This Personal Data Policy for DocuSign (the “Policy”) applies solely to Personal Data (described below) collected through the DocuSign platform which allows you to sign electronically agreements and documents for which you are a signatory.

This Policy describes the types of personal data we collect through DocuSign and how that personal data may be used and/or with whom it may be shared.

Legal Processing. The legal ground for processing your Personal Data (described below) through DocuSign is based upon the legitimate interest of Eaton to manage in an efficient, effective, costless, standard, automated manner the signature of contracts and other documents required for running Eaton’s regular, ongoing business activities. Further, the signature of contracts and documents through DocuSign could be in some cases required to comply with contractual obligations. Finally, in certain cases and in certain countries the use of DocuSign platform to sign contracts and documents may require your clear affirmative act of providing consent, where the applicable laws do not provide otherwise; in these cases, your consent will be required.

Please read this Policy carefully, because by using DocuSign you are acknowledging that you understand the terms of this Policy. In addition, please review our Terms & Conditions and Eaton Privacy Policy and Cookies Policy, which governs your use of the Sites and any content you submit to the Sites, and our use of cookies. <https://www.eaton.com/content/eaton/us/en-us/company/policies-and-statements/privacy-cookies-and-data-protection.html.html>.

2. Obtaining Paper Copies. You will have the ability to download and print agreements documents we sent to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you.

3. DocuSign System Requirements and Electronic Signatures, Withdrawing from using DocuSign.

DocuSign System Requirements:

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Electronic Signatures:

You agree that if you decide to receive agreements from us electronically for your signature that the electronic signatures appearing on the contract document are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. DocuSign will automatically provide via email an executed copy of the fully executed contract document at the end of the approval workflow.

If you decide to receive agreements from us electronically for your signature, you may at any time change your mind and inform us that you want to receive them in paper format only. You may send us an email at DocuSignAnalyst@Eaton.com informing us of that decision (and withdrawing your consent where that is the legal basis relied upon). If you elect to receive agreements to be signed in paper format only, it may slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents to you in paper format, and then wait until we receive back from you the signed hard copies. Further, you will no longer be able to use the DocuSign system to receive required notices and agreements electronically or to sign other documents electronically.

4. Personal Data Protection Policy. Eaton Corporation, a US subsidiary of Eaton based in Cleveland, will act as the controller (for the purposes of EU and other data protection laws as relevant) of personal data collected using the DocuSign platform. Other affiliates and subsidiaries of Eaton also become controllers if your Personal Data is transferred to them for the purposes and on the legal basis described above. DocuSign will process your personal data as a processor on behalf of Eaton, therefore we encourage you to visit DocuSign's site and make yourself aware of their privacy policy as well by following this link: <https://www.docusign.com/company/privacy-policy>.

This Policy applies to personal data we collect:

- Through DocuSign whether through the DocuSign website or the DocuSign mobile application.
- In email and other electronic messages between you and Eaton regarding DocuSign.

It does not apply to personal data collected through any other means, including on any other website operated by Eaton or any third party.

5. Children. Eaton's DocuSign application is not directed to children under 13 years of age, or such other age as is applicable in other countries as the minimum age for giving consent ("relevant minimum age"). We do not knowingly collect personal data from children under 13 or other relevant minimum age. If we learn we have collected or received personal data from a child under 13 or other relevant minimum age without verification of parental consent, we will delete that data. If you believe we might have any information from or about a child under 13 or other relevant minimum age, please contact us at DocuSignAnalyst@Eaton.com.

6. Personal Data that We Collect About You and How We Collect It. We collect several types of information from and about users of DocuSign, hereinafter referred to as "Personal Data", which is information that identifies an individual or relates to an identifiable individual, namely:

- Name, Job Title, Mailing address, E-mail address, Telephone number, Mobile telephone number, IP address, Electronic signature.
- History of actions that individuals take on an envelope (e.g. review and sign) and authentication methods.
- The user's internet connection and usage details.

How We Collect Personal Data:

- Directly from you when you provide it to us.
- Automatically as you navigate DocuSign. Personal Data collected automatically may include usage details, and IP address (that you allow the DocuSign application to access).

7. How We Use Your Information. We use information that we collect about you or that you provide to us, including any Personal Data, in order to send the contract/document to you and to receive and validate your electronic/digital signature for the execution of agreements between Eaton and its customers, suppliers, business partners, employees and potential employees, and to evidence signature/execution of the contract/document.

8. Who Has Access to Your Personal Data. Your Personal Data may be disclosed to Eaton subsidiaries and/or affiliates (which will act as data controllers) and/or to authorized third party companies as data processors (such as DocuSign Inc. and cloud service providers for example) involved in the electronic/digital signature and storage of Eaton's documents. Such disclosure shall take place with adequate levels of protection in order to safeguard your Personal Data and in accordance with the requirements of applicable Personal Data protection and privacy laws. These companies use your Personal Data as described in this Policy. We may share your Personal Data during a corporate transaction such as a merger or sale of assets. If a corporate transaction occurs, we will provide notification of any changes to control of your Personal Data, as well as choices you may have. Personal Data will not be shared with third parties for their marketing purposes.

9. Your Personal Data Retention. We will retain your Personal Data generally for six years from the end of the relevant relationship (this could be with you or the business that employs or engages you). This is so that we can resolve issues, comply with law and respond to any complaints, disputes, investigations or proceedings that arise in that period. This period may be longer in some countries where relevant claims limitation, tax, records or other laws either require longer retention, or it is in our legitimate interest to keep the personal data to respond to claims, disputes, investigation or proceedings. Otherwise, we will keep the information where appropriate for legitimate business needs or if it is necessary for us to do so to comply with the law. At the end of the relevant retention period, Eaton will delete or anonymize your Personal Data in a manner designed to ensure that it cannot be reconstructed or read. If this is not possible (for example, because your Personal Data has been stored in backup archives), then we will securely store your Personal Data and isolate it from any further processing until deletion is possible.

10. International Data Transfers. Your Personal Data may be transferred to and processed by Eaton, DocuSign and other third parties service providers in countries other than the country in which you are a resident. You can find out more about the relevant countries by visiting <https://www.eaton.com/us/en-us/company/policies-and-statements/privacy-cookies-and-data-protection/international-data-transfers--privacy-shield-information.html> or contacting us (see below). These countries may have data protection and privacy laws that are different to the laws of your country. However, we have taken appropriate safeguards to require that your Personal Data will remain protected in accordance with this Policy. These include implementing between our group companies and with third parties Standard Contractual Clauses or equivalent contractual or otherwise binding terms approved by the European Commission or relevant government or regulatory body under applicable data protection law for protecting transfers of Personal Data. Further, with respect to the transfer of Personal Data from the EU or Switzerland to the US based Eaton group companies and onward to third parties, Eaton Corporation, Cleveland OH USA has certified that it adheres to the US as well as Swiss Privacy Shield Principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability. You can find more about the Eaton Privacy Shield certification by visiting <https://www.eaton.com/us/en-us/company/policies-and-statements/privacy-cookies-and-data-protection/international-data-transfers--privacy-shield-information.html> . Eaton may also transfer Personal Data to third party service providers in the US who have certified to the relevant Privacy Shield Principles. If there is any conflict between the policies in this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. For transfers from the UK to the US or other countries, we will either apply the relevant Standard Contractual Clauses or the EU-US Privacy Shield Principles, consistent with the relevant transitional arrangements and endeavor to adopt the relevant equivalent replacement for it where required, to protect transfers of Personal Data from the UK in accordance with applicable UK data protection law.

Eaton is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). In that regard, it certifies that it complies with the relevant Privacy Shield Framework Principles set forth by the United States Department of Commerce, in relation to Personal Data transferred to it in the US from the European Union, the UK following its exit from the EU and Switzerland. To learn more about the Privacy Shield programs, the Privacy Shield Principles and to view our certification page and the U.S. Department of Commerce's Privacy Shield Lists please visit: <https://www.privacyshield.gov/>. In compliance with the relevant Privacy Shield Principles, Eaton Corporation commits to resolve complaints about privacy and collection or use of Employee Personal Data. Eaton will investigate and attempt to resolve complaints and disputes regarding use and disclosure of Employee Personal Data in accordance with this Policy. Individuals with inquiries or complaints regarding this Privacy Notice, or any Data Protection and Privacy related concerns should first contact Eaton Corporation at: Eaton Corporation Global Ethics and Compliance Data Protection and Privacy Office 1000 Eaton Boulevard Cleveland, Ohio 44122 or via email to: dataprotection@eaton.com.

Eaton Corporation commits to cooperate with the EU Data Protection Authorities (DPAs) or the UK ICO for transfers from the UK in both HR Data and Non-HR Data related queries. Eaton Corporation commits to cooperate with the Swiss Federal Data Protection and Information

Commissioner's regarding HR data received from Switzerland for use in the context of the employment relationship.

In the event the Employee is unable to resolve his or her concern through the Company's Global Data Protection and Privacy Office, the Employee can contact the EU Data Protection Authorities (DPAs) and following the UK's exit from the EU, the UK ICO for transfers from the UK). In the event the Employee is unable to resolve his or her concern regarding HR data received from Switzerland for use in the context of the employment relationship through the Company's Global Data Protection and Privacy Office, the Employee can contact the Swiss Federal Data Protection and Information Commissioner.

Under certain conditions, more fully described on the Privacy Shield website (<https://www.privacyshield.gov/>), Employees may invoke binding arbitration when other dispute resolution procedures have been exhausted.

Eaton is responsible for the processing of Personal Data it receives under the Privacy Shield Framework and subsequently transfers to a third party acting as an agent on its behalf. Eaton complies with the Privacy Shield Principles for all such onward transfers of Personal Data from the EU, Switzerland and the UK, including the onward transfer liability provisions. In certain situations, Eaton may be required to disclose Personal Data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

11. Accessing and Correcting Your Personal Data. Depending on your jurisdiction, you may have the following rights: to request access to, correct, delete, limit processing, or port any Personal Data that you have provided to us, and in some cases, to object to the processing of your Personal Data on legitimate grounds. There are conditions and exemptions to the application of such rights, which we are entitled to consider. For example, we may not accommodate a request to change Personal Data if we believe the change would violate any law or legal requirement, harm the enforceability of the agreement, or cause the Personal Data to be incorrect. You may send us an email at DocuSignAnalyst@Eaton.com to exercise these rights. Depending on your jurisdiction you may also have the right to lodge a complaint with your national data protection supervisory authority. Please see the above section for further contact information for them.

12. Your California Privacy Rights. Pursuant to Section 1798.83 of the California Civil Code, California residents have the right to request from a business with whom the California resident has an established business relationship: (1) What types of personal information, if any, of the California resident the business shares with third parties for direct marketing purposes of those third parties; and (2) the identities of the third parties with whom the business has shared such information in the immediately preceding calendar year. We do not currently share any personal information collected from the DocuSign system with third parties for their direct marketing purposes. If you have any questions, comments or requests related to this section, please contact us by email at dataprotection@eaton.com. A number of states are currently considering enacting laws similar to the California law mentioned above. If you are a resident of a state that enacts such a law, please use the contact information below to contact us with any questions, comments or requests.

Do not Track. The website does not respond to “do-not-track” settings offered through some internet browsers.

13. Data Security. We utilize physical, electronic and managerial tools to protect Personal Data. Unfortunately, the transmission of Personal Data via the internet is not completely secure. Although we do our best to protect your Personal Data, we cannot guarantee the security of your Personal Data transmitted through DocuSign. Any transmission of Personal Data is at your own risk.

14. Changes to this Policy. If we make changes to how we treat your Personal Data, we will notify you by providing a notice at the top of the DocuSign page. The date the Policy was last revised is identified at the top of the policy page. When prior consent is required by law, we will obtain your consent to any changes if and where this is required by applicable data protection laws. If you do not provide updated consent (as required by law), your Personal Data will continue to be used in a manner that is consistent with the version of this Privacy Policy under which it was collected or the information will be deleted or anonymized in a manner designed to ensure that it cannot be reconstructed or read. If this is not possible (for example, because your Personal Data has been stored in backup archives), then we will securely store your Personal Data and isolate it from any further processing until deletion is possible.

15. Data Controller Contact Information. If you have any questions or comments about this Policy or concerns about our processing of your Personal Data, please contact us at: dataprotection@eaton.com or Attention: Global Data Protection and Privacy Office, Eaton, 1000 Eaton Blvd., Cleveland, OH, USA 44122.

16. Acknowledgement of Personal Data Processing. Please confirm that you have read and understand this Policy and that: (1) you are able to print on paper or electronically save this Policy for your future reference and access; or (2) you are able to email this Policy to an email address where you will be able to print on paper or save it for your future reference and access. Please select the check-box next to ‘I have read and understand the Eaton Personal Data Policy for DocuSign’ before clicking ‘CONTINUE’ within the DocuSign system. Note that this acknowledgement will not be construed as consent under the applicable data protection law, except for the U.S., Canada, China, Russia, Thailand and Vietnam.