

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1501272

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/13/2024

CONVEYING PARTY DATA

Name	Execution Date
Thomas & Betts International LLC	09/13/2024

RECEIVING PARTY DATA

Company Name:	ABB Schweiz AG
Street Address:	Bruggerstrasse 66, 5400
City:	Baden
State/Country:	SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14278250

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8014786900
Email: fa-staff@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 77 West Wacker Dr, Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	200027-080800
NAME OF SUBMITTER:	Jennifer Wright
SIGNATURE:	Jennifer Wright
DATE SIGNED:	09/17/2024

Total Attachments: 12

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NUNC PRO TUNC AGREEMENT ON PURCHASE OF TECHNOLOGY

This Nunc Pro Tunc Agreement on Purchase of Technology ("Nunc Pro Tunc Agreement") is hereby executed to be effective on 28 December 2017 ("Effective Date") between the following parties:

Thomas & Betts International LLC, whose registered office is at 8155 T and B Blvd, Memphis TN 38125, USA, and **Thomas & Betts Corporation**, whose registered office is at 8155 T and B Blvd, Memphis TN 38125, USA (collectively referred to as "SELLERS") and

ABB Switzerland Ltd (aka ABB Schweiz AG), incorporated and registered in Switzerland with company number CHE-101.538.426, whose registered office is at Bruggerstrasse 66, 5400 Baden, Switzerland ("PURCHASER").

BACKGROUND

- A. WHEREAS, SELLERS desire to sell the Technology as defined herein; and
- B. WHEREAS, PURCHASER is desirous to acquire all right, title and interest in, to and under the Technology, including all rights to take actions for past infringements of the Intellectual Property related to such Technology, in all such countries wherein such Intellectual Property is granted, registered, applied for, or otherwise existing,
- C. WHEREAS, it was the intent of both SELLERS and PURCHASER that Thomas & Betts International LLP, as the assignee, assign to PURCHASER all right, title, and interest to the Patents listed in Annex 1 of Exhibit A that were assigned to Thomas & Betts International LLP as of the Effective Date.
- D. WHEREAS, the Purchase Agreement executed on 4 December 2017, attached as Exhibit A, erroneously excluded Thomas & Betts International LLP as a seller of the patents listed in Annex 1 of Exhibit A that were assigned to Thomas & Betts International LLP as of the Effective Date.
- F. WHEREAS, Thomas & Betts International LLC changed its name to ABB Installation Products International LLC on 3 October 2018 (see Exhibit B), and ABB Installation Products International LLC merged into ABB Installation Products Inc. on 1 December 2023 (see Exhibit C) such that a representative of ABB Installation Products Inc. is authorized to execute this Nunc Pro Tunc Agreement on behalf of Thomas and Betts International LLC.
- G. WHEREAS, Thomas & Betts Corporation changed its name to ABB Installation Products Inc. on 16 July 2018 (see Exhibit D) such that a representative of ABB Installation Products Inc. is authorized to execute this Nunc Pro Tunc Agreement of behalf of Thomas and Betts Corporation.

NOW, THEREFORE IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement except where the context otherwise requires the following terms shall have the following meanings:

"Affiliate": any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with, by virtue of a controlling interest of 50% or more of the voting rights or the capital, a Party to this Agreement;

"Nunc Pro Tunc Agreement": the present Agreement;

"Clause": a clause of this Agreement;

"Effective Date": the date that this Agreement comes into full force and effect according to the provisions of Clause 8;

"Improvement": any improvement, enhancement, or modification to the Technology;

"Intellectual Property": the Patents, the Know-How and technical information related to the Technology, including Software Source Code, owned by SELLERS and specified in ANNEX 1 of Exhibit A to this Agreement, including without limitation, whether or not specified in ANNEX 1, any related drawings and written material, technical portions of proposals to customers, job drawings and specifications, manufacturing specifications, engineering procedures and instructions, service reports, operating instructions, design manuals, testing procedure reports and reports and general descriptive material, Software, copyrights, whether registered or unregistered, and other proprietary information, whether printed or in electronic media;

"Know-How": a body of documented technical information regarding the Technology that is owned by SELLERS and not publicly available prior and right until the Effective Date;

"Open-Source Software (OSS)": publicly available and accessible software that can be used, modified and further developed by everybody, however always in compliance with the relevant publicly available underlying license terms and conditions;

"Party": a party to this Agreement;

"Patents": patents, utility models, design patents, and all applications, reissues, divisions, continuations, continuations-in-part, extensions, and re-examinations thereof, and all rights therein provided by international treaties or conventions. The Patents applicable to this Agreement shall include, without limitation, those identified in ANNEX 1 of Exhibit A attached hereto;

"Software": any computer programs, including Source Code, listed in ANNEX 1 of Exhibit A and all user documentation in respect of such programs and any modification, other than the Third-party software, which is integral part of the Technology, or supporting or necessary to use or to design or configure the Technology, and which is owned by SELLERS;

"Source Code": the source code of the Software and all technical information and documentation required to enable PURCHASER to modify, operate, and further develop the Software and any modification thereof;

"Technology": the Intellectual Property, including but not limited to the Software, that is owned by SELLERS prior and right until the Effective Date of this Agreement and to be transferred under this Agreement;

"Third-party Software": any other software than the Software owned by SELLERS that is supporting or necessary to use or to design or configure the Technology; use of Third-party software by PURCHASER requires a separate Third-party software License Agreement;

"Third-party Software License": a license agreement to be conducted by PURCHASER separately and in addition to this Agreement for any use of Third-Party Software directly with the owner of such software or its authorized distributors or licensee (if licensee is authorized to grant sub licenses), or access to a group license by subscription or otherwise.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 any reference to a Recital, Clause, or Appendix is to the relevant Recital, Clause, or Appendix of or to this Agreement;

1.2.2 the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other genders;

1.2.5 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, foundations, and trusts (in each case whether or not having separate legal personality);

1.2.6 any provisions regarding software apply to the extent Software or Third-Party Software is subject of this Agreement.

2. ASSIGNMENT

2.1 For and in consideration of the payment of the purchase price as defined in ANNEX 2 of Exhibit A SELLERS hereby, as of the nunc pro tunc Effective Date, sell, assign, transfer and set over to PURCHASER forever, the entire right, title and interest in, to and under the Intellectual Property (including but not limited to the Patents) and transfer the Know-How concerning the Technology, including all improvements, and assigns all respective rights of action, both at law and in equity, for past infringements of the Intellectual Property, the same to be held and enjoyed by PURCHASER forever, fully and entirely as enjoyed by SELLERS if this assignment had not been made, and PURCHASER does hereby accept such sale, assignment, transfer and set over.

2.2 The assignment expressly includes all right, title and interest SELLERS have in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief, and other remedies for past, current, and future infringement of the Patents and/or the other Intellectual Property to be transferred under this Agreement.

2.3 SELLERS hereby covenant and agree that, at any time upon the request of PURCHASER, SELLERS

shall execute and deliver, or cause to be executed, acknowledged and delivered, such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment, and recordation of other such papers, and using reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto PURCHASER the benefit of the transactions contemplated hereby. For inventors that are no longer employed by SELLERS or its Affiliates at the time of PURCHASER's request, SELLERS' obligation shall be limited to reasonable efforts to provide PURCHASER with contact information that is available with SELLERS and to the extent not restricted by applicable mandatory laws and regulations for such inventors. PURCHASER shall reimburse all related SELLERS' expenses, to be agreed upon in advance, up to a maximum amount as defined in ANNEX 2 of Exhibit A to this Agreement.

- 2.4 In accordance with Clause 2.1, PURCHASER shall make payment for consideration of the Intellectual Property as defined in ANNEX 2 of Exhibit A to this Agreement.
- 2.5 SELLERS shall make available to PURCHASER all documents, descriptions and records, files etc. regarding the Intellectual Property in the language and the form and to the extent to which they are used by SELLERS in its activities or were taken over from the former owner. Any necessary translations from the original English language text into other languages, systems, units of measurement or standards are the responsibility of PURCHASER at its own expense. The complete documentation/all documents regarding the Intellectual Property shall be placed at the disposal of PURCHASER by the Effective Date.

3. IMPROVEMENTS

It is the common understanding of the Parties that all research, development, and improvements relevant to the Technology, whether created by SELLERS before or after the Effective Date of this Agreement, shall be included in this Agreement and shall be owned by PURCHASER. The Parties agree that all further research, development, and Improvement relevant to the Technology shall be under the sole responsibility of PURCHASER and SELLERS shall not use the Technology and the information and knowledge about the Technology further on, except if expressly agreed in writing with PURCHASER.

4. REPRESENTATIONS, LIABILITY

4.1 SELLERS represent and guarantee:

- 4.1.1 that the execution and performance of this Agreement are (i) within its corporate power and business scope, (ii) have been duly authorized by all necessary corporate actions, (iii) will not contravene their articles of associations, (iv) will not contravene any mandatory law or contractual restrictions binding on or affecting them;
- 4.1.2 that they are the legal and/or beneficial owner of the Technology and/or are otherwise authorized to dispose of the rights with regard to the Technology as sold under this Agreement, including but not limited to: (i) SELLERS have good and marketable title to the Technology, including without limitation all rights, title, and interest in the Patents to sue for infringement thereof; (ii) the Patents are free and clear of all liens, mortgages, security interests, licenses or other encumbrances, and restrictions on transfer; (iii) to the best of SELLERS' knowledge at the date of signing this Agreement there are no actions, suits, investigations, claims or proceedings threatened, pending or in progress

relating in any way to the Patents; and (iv) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents;

- 4.1.3 that PURCHASER will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Patents;
- 4.1.4 that none of SELLERS' employees or its representatives have engaged in any conduct or omitted to perform any necessary act, the result of which would invalidate any of the Patents or hinder their enforcement, including but not limited to misrepresenting SELLERS' patent rights to a standard-setting organization;
- 4.1.5 that SELLERS have not put a third party on notice of actual or potential infringement of any of the Patents or considered enforcement action(s) with respect to any of the Patents;
- 4.1.6 that none of the Patents have been or are currently involved in any re-examination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending or threatened;
- 4.1.7 that there are no other patents issued and/or applications pending for or on behalf of SELLERS that would reasonably require a license to be able to use such other patents and/or pending applications for use of the Technology;
- 4.1.8 that all maintenance fees, annuities, legal, government and other fees related to the Patents that are falling due until the Effective Date have been paid by SELLERS, or will be paid by SELLERS immediately after SELLERS have received the respective invoices or such payments otherwise fall due (as the case may be);
- 4.1.9 that SELLERS have met all requirements of all applicable mandatory national laws, employment agreements, and applicable collective employment agreements with respect to compensation of inventors of the Patents sold by them hereunder, and that no outstanding claim for compensation by any inventor exists in respect of any of the Patents which are fallen due at the Effective Date of this Agreement. Should any right for compensation of inventors in connection with the Patents arise and become due and should be claimed after the Effective Date of this Agreement, SELLERS shall provide any such inventor compensation as determined by the applicable laws or other regulations where the claim arises;
- 4.1.10 that the Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and that SELLERS have not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable;
- 4.1.11 that the development of the Technology was not sponsored or otherwise supported by a government, governmental or other national or international organization under any terms and conditions restricting the possession, ownership, or use of the Technology to certain entities, countries, regions, or in any other way;
- 4.1.12 that they are duly authorized by all relevant government authorities of its country, if

such authorization is required according to applicable mandatory laws and regulations in SELLERS' country, to enter into and perform this Agreement, and that they comply and will comply with all applicable mandatory laws, rules, and regulations of its country in connection with its activities under this Agreement, including without limitation those regulations related to the export of software and technology, and that they have obtained and will obtain all outstanding approvals and registrations required thereunder;

- 4.1.13 that they will compensate PURCHASER as provided under Clause 5 of this Agreement in case that the Technology infringes third party Intellectual Property Rights.
- 4.2 PURCHASER shall report in writing any breach of the representations or related guarantees under this Clause 4 to SELLERS immediately after PURCHASER receives information about such breach, however within a timeframe of no later than fourteen (14) calendar days.
- 4.3 SELLERS shall compensate PURCHASER for damages and losses caused by SELLERS' breach of representations or related guarantees stated under Clauses 4.1.2; 4.1.3; 4.1.4; 4.1.7. SELLERS, however, shall not be liable for any direct, indirect, incidental, special or consequential damages caused by the breach of representations or related guarantees stated under the above stated Clauses, except if otherwise provided under this Agreement, and except for liability, whether based on contract, tort, under statute, in equity, at law, or otherwise, arising from death or personal injury, or breach of environmental laws, or breach of health and safety laws, or except in the event of third party intellectual property right infringements, or breach of data protection and confidentiality provisions, or fraud, or gross negligence, or willful misconduct, for which no limitation shall apply. In the event of any third-party claims against PURCHASER, Clause 5 of this Agreement applies.
- 4.4 In the event of breach of the representations or related guarantees stated under Clauses 4.1.1; 4.1.5; 4.1.6; 4.1.9; 4.1.10; 4.1.11 this Agreement shall be null and void, SELLERS shall pay back to PURCHASER, without limitation by time or amount or otherwise, all payments made by PURCHASER to SELLERS, and shall compensate PURCHASER for all costs and direct damages incurred by PURCHASER in the result of the breach of these representations or related guarantees.
- 4.5 Disclaimers

Without SELLERS' specific written representation on a specific purpose intended, and express written consent to it by PURCHASER, which shall become a separate ANNEX to this Agreement, the rights to use the Technology under this Agreement are not sold for a special purpose and therefore SELLERS does not represent that:

- 4.5.1 the Technology and/or the products manufactured by using the Technology will meet PURCHASER's or its licensees' or licensees' customers' requirements with regard to special, general or intended purposes (including but not limited to application requirements, or planned uses, or PURCHASER's or its licensees' or licensees' customers' expectations);
- 4.5.2 the Technology will operate in combination with any software, hardware, systems, data, products or technology not provided by SELLERS (except as expressly specified in writing by SELLERS in related documentation being part of this Agreement);

4.5.3 the products manufactured by using the Technology are free of defects, failures and/or errors.

4.6 Exclusions

Notwithstanding the foregoing, any claims for the following reasons shall be excluded:

4.6.1 modification of and/or alterations to the Technology if the failure, defect, or error would have been avoided by the use of the Technology without such modification and/or alterations, or

4.6.2 use of the Technology other than in accordance with the related documentation, this Agreement, or for other purposes than the normal business of the PURCHASER and its licensees known to SELLERS.

4.7 PURCHASER represents that:

4.7.1 its execution and performance of this Agreement:

a) are within its corporate power and business scope;

b) have been duly authorized by all necessary corporate actions;

c) will not contravene its articles of associations; and

d) will not contravene any mandatory law or contractual restrictions binding on or affecting it, and

4.7.2 it is duly authorized by all relevant government authorities of its country, if such authorization is required according to applicable mandatory laws and regulations in PURCHASER's country, to enter into and perform this Agreement, and that it complies and will comply with all applicable mandatory laws, rules, and regulations of its country in connection with its activities under this Agreement, including without limitation those regulations related to the import of software and technology, and that it has obtained and will obtain all outstanding approvals and registrations legally required thereunder.

5. INDEMNITY

5.1 SELLERS herewith expressly accept that they will be fully responsible for their own activities for using the Technology before the Effective Date of this Agreement as stated under Clause 8, including but not limited to manufacturing, selling, distributing and servicing of the products manufactured by using the Technology, and that PURCHASER shall not bear any liability for such activities or related activities of the SELLERS and/or their licensees and/or their Sublicensees.

5.2 In the event of any third party claims against PURCHASER arising out of or in connection with the products manufactured, sold, distributed, operated, serviced etc. by SELLERS and/or their licensees and/or their sublicensees by using the Technology, SELLERS agree to indemnify and to keep indemnified PURCHASER from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of SELLERS', and/or their licensees', and/or their sublicensees' use of the Technology before the Effective Date of this Agreement as stated under Clause 8, or out of

defects (whether obvious or hidden), or arising otherwise in connection with the products manufactured, sold; operated, distributed etc. by SELLERS and/or their licensees, and/or their sublicensees by using the Technology, or by any third party, or their failure to comply with any applicable mandatory laws and regulations.

- 5.3 This indemnity shall cover (but is not limited to) PURCHASER's liability to third parties, or third-party claims against PURCHASER arising out of or in connection with the Technology and/or the products manufactured by using the Technology before the Effective Date of this Agreement as stated under Clause 8.
- 5.4 The indemnity shall apply whether or not SELLERS may have been negligent or at fault and does not limit any further compensation rights of PURCHASER.

6. PROTECTION OF TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 In the event that activities are carried on by any third party who could constitute unauthorized use of the assigned Intellectual Property, SELLERS becoming aware of such matter shall forthwith notify PURCHASER of any such matters.
- 6.2 To the full extent permissible by applicable mandatory laws, SELLERS shall procure waivers of moral rights arising or resulting from its employees' or any other party's work related to the Intellectual Property Rights or the Technology transferred under this Agreement.
- 6.3 For the avoidance of doubt, PURCHASER shall have the right to sub-license, assign, and otherwise transfer its rights regarding the Intellectual Property Rights or the Technology without any limitations.
- 6.4 In the event Intellectual Property Rights or Technology provided by SELLERS under this Agreement infringes third party Intellectual Property Rights (including without limitation to third party Intellectual Property Right infringements resulting from use of Open Source Software contained in the Intellectual Property Rights or Technology, or incomplete or any incorrect information about Open-Source Software contained in Intellectual Property Rights or Technology, or SELLERS' failure to comply with applicable mandatory laws and regulations) SELLERS shall, notwithstanding anything contained in this Agreement or any other document related to this Agreement, indemnify and keep indemnified PURCHASER from and against costs, claims, demands, liabilities, expenses, damages or losses (including without limitation to any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of such third party Intellectual Property Right infringements. The indemnity shall apply whether or not SELLERS may have been negligent or at fault and does not limit any further compensation rights of PURCHASER. SELLERS' obligation to indemnify PURCHASER as provided under this clause shall not apply if and to the extent the liability or damage was caused by PURCHASER or its pre-existing intellectual property rights, contributed to, or implemented into the Technology.

7. CONFIDENTIALITY

- 7.1 SELLERS will make their best endeavor to keep and procure that their respective directors and employees keep secret and confidential the Know-How relating to the Technology and any information (whether or not technical) of a confidential nature communicated between the Parties, either preparatory to or as a result of this Agreement and shall not disclose the same or any part of the same to any person whatsoever other than to their directors or employees

directly or indirectly concerned with the Technology.

7.2 The provisions of Clause 7.1 shall not apply to such Know-How and information:

7.2.1 which becomes public knowledge otherwise than through a breach of an obligation of confidentiality; or

7.2.2 which the Parties decide jointly to make public, including the existence and signing of this Agreement;

7.2.3 which has been published by SELLERS before and right until the Effective Date of this Agreement.

8. EFFECTIVENESS, DURATION AND TERMINATION

8.1 This Agreement shall come into effect on December 28, 2017.

8.2 In the event this Agreement has to be registered, recorded, filed in any way for authority approval or for any other purposes under the applicable mandatory laws, rules and regulations of the country where SELLERS are located, SELLERS shall take all appropriate measures resulting from such requirements. In case PURCHASER is responsible to obtain such registrations, approvals etc. under applicable mandatory laws, rules and regulations, SELLERS agree to take all appropriate and required measures on behalf of PURCHASER and (to the extent allowed under applicable mandatory law) on their own behalf to apply for and to obtain in due time all such registrations, recordings, filings and/or authority approvals, and PURCHASER shall provide necessary support. SELLERS shall keep PURCHASER informed in writing about its measures, the registrations, recordings, filings and granting of authority approvals or registrations by sending certified copies of the relevant original documents and, if necessary, English translations of such documents.

8.3 In cases where this Agreement shall only be considered effective in the country or countries where SELLERS are located on the condition that if certain authority approval or registration with authorities is granted, this Agreement shall become effective at the date of receipt by PURCHASER of the last official authority approval and/or registration document and/or authority confirmed information.

9. GENERAL

9.1 As from the Effective Date, PURCHASER shall be solely responsible for the maintenance of the Intellectual Property and for all expenses related to such Intellectual Property due after that date. SELLERS will bear all costs necessary to keep alive/registered/under application for registration the Intellectual Property until the Effective Date. After that date all such costs will be borne by PURCHASER. In the event that during this ownership transition, SELLERS need to pay some of the costs in charge of PURCHASER, SELLERS will invoice the said costs that PURCHASER shall pay within thirty (30) calendar days from invoice date.

9.2 All payments under this Agreement are exclusive of any taxes, duties (or like) that may be payable on them. All taxes and dues, which are levied in PURCHASER's country in connection with the conclusion or the execution of this Agreement, are to the charge of PURCHASER. In case SELLERS are subject to withholding tax in PURCHASER's country, such tax is however to the charge of SELLERS. PURCHASER will deduct such withholding tax from the payments due and pay

the withholding tax on behalf of SELLERS to the responsible authority. PURCHASER will submit a tax receipt for withholding tax paid to SELLERS. PURCHASER undertakes to assist SELLERS in applying to the responsible authorities for any reduction or exemption from withholding tax in case such reduction or exemption is agreed upon in a double taxation agreement concluded between SELLERS' country or countries and PURCHASER's country. Value added tax, if levied, is to be paid by PURCHASER, unless otherwise agreed.

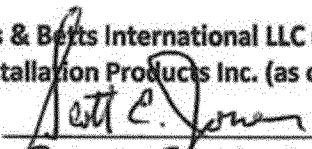
- 9.3 SELLERS shall not assign, transfer, charge, encumber, or otherwise deal with the whole or any part of this Agreement or its obligations under it.
- 9.4 In the event that any Clause or any part of any Clause in this Agreement is declared invalid or unenforceable by the judgment or decree by consent or otherwise of a court of competent jurisdiction in a court proceeding on a dispute resulting from this Agreement from whose decision no appeal is or can be taken, all other Clauses or parts of Clauses contained in this Agreement shall remain in full force and effect and shall not be affected by such finding for the term of this Agreement, and the Agreement shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.
- 9.5 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by mandatory law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.
- 9.6 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and duly signed by authorized representatives of or on behalf of each of the Parties.
- 9.7 The Parties shall execute all further required documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the Parties under it.
- 9.8 This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the Parties and replace by agreement of the Parties, without requirement of an additional specific termination declaration by any Party, any previous agreements between the Parties and/or their predecessors relating to the subject matter of this Agreement. The ANNEXES and the documents referred to in the ANNEXES form an integral part of this Agreement. The words and expressions used in the ANNEXES and the documents referred to in the ANNEXES shall bear, unless expressly otherwise defined in the ANNEXES and the documents referred to in the ANNEXES or unless the context otherwise requires, the same meaning as in this Agreement.
- 9.9 Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement as a warranty or representation. The only remedy available to it for breach of such aforementioned warranties or representations shall be for breach of contract under the terms of this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability

for fraud and willful misconduct.

- 9.10 Except as otherwise specifically set forth herein, each Party will bear its own costs and expenses in connection with the transaction covered by this Agreement, including, but not limited to, the costs and expenses of advisors, attorneys, engineers, brokers, investment bankers, agents, etc. employed by such Party.
- 9.11 Any notice or other document to be given under this Agreement shall be given by sending the same by mail or by fax or by e-mail to the address of the relevant Party set out in this Agreement or to such other address as such Party may have notified to the other for such purposes. E-mails expressly require written confirmation issued by the receiving Party in response to the sending Party. Electronic read receipts may not under any circumstances be deemed as confirmation of notice.
- 9.12 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership or joint venture between the Parties or, except as expressly provided, shall it constitute, or be deemed to constitute, any Party the agent of any other Party for any purpose.
- 9.13 This Agreement is originally prepared in the English language. If this Agreement is translated into any language other than English, the English language text shall prevail. Each notice, instrument, certificate, or other communication to be given under this Agreement shall be in the English language and, if that notice, instrument, certificate, or other communication is translated into any other language than English, the English language text shall prevail. If a governmental or other local authority is issuing an original document in another language than English, the language of such original document shall prevail.
- 9.14 This Agreement shall be governed by and construed in accordance with the laws of Switzerland under exclusion of its conflict of laws rules and the United Nations Convention on International Sale of Goods. Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination or the legal relationships established by this Agreement, which cannot be settled amicably within sixty (60) calendar days from the notification by one Party to the other Party of such dispute, shall be resolved by arbitration and submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English, and the arbitration shall be held in Zurich, Switzerland. However, no Party shall be prevented from enforcing its own Intellectual Property Right remedies or seek an injunction or other interim relief remedy in the competent court of the country where the Intellectual Property Right infringement occurred or the injunction or the other interim relief remedy shall be enforced.

IN WITNESS WHEREOF, the parties have executed this Nunc Pro Tunc Agreement:

Thomas & Betts International LLC (as of the Effective Date)
ABB Installation Products Inc. (as of the Date Signed)

By: 
Name: SCOTT E. JONES
Title: AUTHORIZED IP COUNSEL
Date: 13 SEPT 2024

Thomas & Betts Corporation (as of the Effective Date)
ABB Installation Products Inc. (as of the Date Signed)

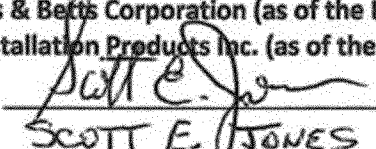

By: 
Name: SCOTT E. JONES
Title: AUTHORIZED IP COUNSEL
Date: 13 SEPT 2024

ABB Switzerland Ltd (aka ABB Schweiz AG) (as of the Effective Date and the Date Signed)

By: 
Name: Christopher Weber
Title: Authorized IP Counsel
Date: 13 Sept 2024