

# Eaton® Retrofit Bypass Cabinet for PDI Reactor Power Panels (250A)

## Installation and Operation Manual



---

## **IMPORTANT SAFETY INSTRUCTIONS - SAVE THESE INSTRUCTIONS**

---

This manual contains important instructions that you should follow during installation and maintenance of the UPS. Please read all instructions before operating the equipment and save this manual for future reference.

---

---

## **CONSIGNES DE SÉCURITÉ IMPORTANTES – CONSERVER CES INSTRUCTIONS**

---

Ce manuel comporte des instructions importantes que vous êtes invité à suivre lors de toute procédure d'installation et de maintenance de la UPS. Veuillez consulter entièrement ces instructions avant de faire fonctionner l'équipement et conserver ce manuel afin de pouvoir vous y reporter ultérieurement.

---

---

### **WARNING**

---

This is a product for restricted sales distribution to informed partners (EN/IEC 62040-2). Installation restrictions or additional measures may be needed to prevent electromagnetic disturbances.

---

Eaton reserves the right to change specifications without prior notice. Eaton is a registered trademark of Eaton Corporation or its subsidiaries and affiliates. PDI, JCOMM, Quad-Wye, ToughRail Technology, and WaveStar are registered trademarks of Power Distribution Inc. All other trademarks are property of their respective companies.

©Copyright 2023 Eaton, Raleigh, NC, USA. All rights reserved. No part of this document may be reproduced in any way without the express written approval of Eaton.



Dear Customer,

On behalf of everyone at Eaton, we thank you for partnering with us, and trusting us to maintain your business continuity and preventing downtime at your facility.

Our suite of backup power, power distribution and power management products are designed to protect you from a host of threats including power outages, surges, lightning strikes, and enable you to monitor and control your power infrastructure.

We trust that your Eaton 9395 Uninterruptible Power Supply system, will deliver high quality, reliable backup power for your business, and we are committed to your success.

Please read this Installation and Operation Manual, which details the installation, and operation processes for your uninterruptible power supply system.

Thank you for choosing Eaton!

## Eaton End-User License Agreement

IMPORTANT, READ CAREFULLY. THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") IS A BINDING CONTRACT BETWEEN YOU, THE END-USER (THE "LICENSEE") AND EATON INTELLIGENT POWER LIMITED, IRELAND, OR ONE OF ITS AFFILIATES ("EATON" OR "LICENSOR"). BY OPERATING THIS UNINTERRUPTIBLE POWER SUPPLY (UPS) PRODUCT INCLUDING SOFTWARE EMBEDDED IN IT (FIRMWARE), YOU, THE LICENSEE, ARE AGREEING TO BE BOUND BY THE TERMS, CONDITIONS, AND LIMITATIONS OF THIS AGREEMENT. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE, INSTALLING OR OPERATING THE PRODUCT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED PRODUCT TO EATON.

### 1.0 DEFINITIONS

**1.1 Documentation.** "Documentation" means the user guides and manuals for the installation and use of the UPS, whether made available over the internet, provided in CD-ROM, DVD, hard copy or other form.

**1.2 Firmware.** "Firmware" means software programs that are embedded in the product for which Licensee is granted a license hereunder, the Documentation therefore and, to the extent available, Updates thereto. The Firmware is licensed hereunder in object code (machine readable) form only except that certain software programs may include limited portions in source code (human-readable) form.

**1.3 Update.** "Update" means a subsequent release of the Firmware, if and when developed by Eaton. An Update does not include any release, new version, option, or future product, which Eaton licenses separately.

### 2.0 FIRMWARE LICENSE

**2.1 Ownership.** Eaton or its third party licensors retains all title, copyright and other proprietary rights in, and ownership of the Firmware regardless of the media upon which the original or any copy may be recorded or fixed.

**2.2 License Grant.** Eaton grants to Licensee a limited, revocable, non-exclusive, non-assignable license to use the Firmware in conjunction with the operation of the product to which the Firmware pertains or other products as described by Eaton in the Documentation. Licensee does not acquire any rights, express or implied, other than those expressly granted in this Agreement.

**2.3 Restrictions and Requirements.** Licensee will not, nor will it permit others to, modify, adapt, translate, reverse engineer, decompile, or disassemble the Firmware or any component thereof (including the Documentation), or create derivative works based on the Firmware (including the Documentation), except to the extent such foregoing restriction is prohibited by applicable law or applicable open source license to, and only to, any open source software component that is incorporated into the Firmware (if any). Copyright laws and international treaties protect the Firmware, including the Documentation. Unauthorized copying of the Firmware, the Documentation or any part thereof, is expressly prohibited. For avoidance of doubt, Eaton does not grant Licensee a license to any of Eaton's brands, logos, designs, trade dress, service marks, trademarks, domain names or trade names, in whole or in part. Licensee agrees to install or allow installation of all corrections of substantial defects, security patches, minor bug fixes and updates, including any enhancements, for the Firmware in accordance with the instructions and as directed by Eaton.

**2.4 Transfer and Assignment Restrictions.** Licensee will not sell, resell, assign, lease, sublicense, encumber, or otherwise transfer its interest in this Agreement or in the Firmware, or the Documentation in whole or in part, or allow any other person or entity, including any parent or subsidiary of Licensee or other subsidiary of Licensee's parent, to copy, distribute, or otherwise transfer the Firmware without the prior written consent of Eaton. Licensee may transfer the Firmware directly to a third party only in connection with the sale of the Eaton product in which it is installed.

### **3.0 TERMINATION**

**3.1 Termination.** This Agreement and the license granted hereunder automatically terminates if Licensee breaches any provision of this Agreement. Eaton may terminate this license at any time with or without cause.

**3.2 Effect of Termination.** Immediately upon termination of this Agreement or the license granted hereunder, Licensee will cease using the product. The parties' rights and obligations under the following sections of this Agreement will survive termination of this Agreement: Article 1.0, Section 2.1, Section 2.3, Section 2.4, Article 3.0, Article 4.0 and Article 5.0.

### **4.0 INFRINGEMENT AND WARRANTIES**

**4.1 Infringement.** If Licensee learns of a threat, demand, allegation, or indication that the UPS with its firmware infringes or misappropriates any third party intellectual property rights (including but not limited to any patent, copyright, trademark, trade dress, or trade secret) ("Intellectual Property Claim"), Licensee will notify Eaton promptly of such claim. Eaton may, in its sole discretion, elect to assume sole control of the defense and settlement of said Intellectual Property Claim and Licensee will provide reasonable information and assistance to Eaton for the defense of such claim.

**4.2 Disclaimer of Warranties.** THE FIRMWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, . EATON DOES NOT WARRANT THAT THE FIRMWARE WILL BE ERROR-FREE OR SECURE FROM UNAUTHORIZED ACCESS. THE LICENSEE EXPRESSLY ACKNOWLEDGES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE USE OF THE PRODUCT IS AT LICENSEE'S SOLE RISK.

### **5.0 GENERAL PROVISIONS**

**5.1 Update Policy.** Eaton may from time to time, but has no obligation to, create Updates of the Firmware or components thereof.

**5.2 Limitation on Liability.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT EATON, ITS AFFILIATES, AND ITS LICENSORS, WILL NOT BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY LICENSEE OR ANY THIRD PARTY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY LICENSEE OR ANY THIRD PARTY. THESE LIMITATIONS ON EATON'S LIABILITY WILL APPLY WHETHER OR NOT EATON HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF EATON, ITS AFFILIATES, AND ITS LICENSORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID FOR THE UPS. THIS SECTION 5.2 STATES EATON'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, AND IS SUBJECT TO ALL LIMITATIONS STATED IN SECTION 4.2.

**5.3 Notices.** All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail to the address shown below:

LICENSE NOTICES:  
Eaton Intelligent Power Limited  
Eaton House,  
30 Pembroke Road,  
Dublin 4, D04 Y0C2,  
Ireland

**5.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

**5.5 Waiver.** The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement.

**5.6 Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing specifically referencing this Agreement and signed by a duly authorized representative of each party. No other act, document, usage or custom will be deemed to amend or modify this Agreement. The Firmware, or portions thereof, may also be subject to additional paper or electronic license agreements. In such cases, the terms of this Agreement will be supplemental to those in the additional agreements, to the extent not inconsistent with the additional agreements. If a copy of this Agreement in a language other than English is included with the Firmware or Documentation, it is included for convenience and the English language version of this Agreement will control.

**5.7 Heirs, Successors, and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and, to the extent expressly permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

**5.8 Export Restrictions.** Licensee agrees to comply fully with all relevant export laws and regulations of the United States and all other countries in the world (the "Export Laws") to assure that neither the Firmware nor any direct product thereof are (i) exported, directly or indirectly, in violation of Export Laws; or (ii) are intended to be used for any purposes prohibited by the Export Laws. Without limiting the foregoing, Licensee will not export or re-export the Firmware: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>), or to any national of any such country, wherever located, who intends to transmit or transport the Firmware back to such country; (ii) to any end user who Licensee knows or has reason to know will utilize the Firmware in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

**5.9 U.S. Government Restricted Rights.** The Firmware is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212, and is provided to the U.S. Government only as a commercial end item. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire the Firmware with only those rights set forth herein. Contractor/manufacturer is Eaton Corporation, 1000 Eaton Boulevard, Cleveland, Ohio 44122.

**5.10 Third Party Intellectual Property Rights.** The Firmware may contain components (including open source software components) that are owned by third parties ("Third Party Licensors") and are provided with, incorporated into, or embedded in, the Firmware pursuant to license arrangements between Eaton and such third parties. Third Party Licensor components in the Firmware are not licensed or warranted under the terms of this document, but are instead subject to the Third Party Licensors' license agreements. Licensee will not modify, delete, or obfuscate any copyright or other proprietary rights notices of Third Party Licensors contained in the Firmware.

**5.11 Indemnity.** Licensee shall defend, indemnify and hold Eaton and its officers, directors, employees, and agents harmless from and against all losses, damages, liabilities, claims, actions, and associated costs and expenses (including reasonable attorneys' fees and expenses) by reason of injury or death to any person or damage to any tangible or intangible property arising or resulting from the negligence or willful misconduct of the Licensee, its employees, contractors, or agents, in connection with Licensee's use of Firmware and Documentation. Licensee shall be responsible for any breach of this Agreement by its officers, directors, employees, contractors, or agents. Licensee shall defend, indemnify, and hold Eaton and its officers, directors, employees, and agents harmless from and against any and all losses, damages, liabilities, claims, actions, and associated costs and

expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any breach of this Agreement.

**5.12 Open Source Software.** The Firmware may contain certain components owned by Eaton that are provided with, incorporated into, linked to, or embedded in the Firmware that are subject to third party open source licenses ("Eaton Open Source Components"). Eaton OpenSource Components are subject to the open source licenses corresponding to the particular software component. To the extent there are any conflicts between the terms of this Agreement and any open source license corresponding to Eaton Open Source Components or additional obligations by such open sources license that are not set forth in this Agreement, the terms of the open source license will control.

**5.13 Confidentiality.** Licensee acknowledges that confidential aspects of the Firmware (including any proprietary source code) are a trade secret of Eaton, the disclosure of which would cause substantial harm to Eaton that could not be remedied by the payment of damages alone and such confidential aspects of the Firmware shall not be disclosed to third parties without the prior written consent of Eaton. Accordingly, Eaton will be entitled to preliminary and permanent injunctive and other equitable relief for any breach of this Section 5.13.

**5.14 Note on JAVA Support.** The Firmware may contain support for programs written in JAVA. JAVA technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, or weapons systems, in which the failure of JAVA technology could lead directly to death, personal injury, or severe physical or environmental damage. EATON DISCLAIMS ALL DAMAGES INCLUDING DIRECT, INDIRECT AND CONSEQUENTIAL DAMAGES RELATING TO THE FAILURE OF ANY SOFTWARE INCLUDING JAVA PROGRAMS AND/OR JAVA TECHNOLOGY.

**5.15 Governing Law.** This Agreement will be interpreted and enforced in accordance with the laws of Ireland, without regard to choice of law principles. Any claim or suit with respect to this Agreement shall be brought in the Courts of Ireland, unless mandatory law imposes otherwise.

