
END-USER LICENSE AGREEMENT

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By virtue of this EULA, you obtain a license necessary for the authorized use of ABB Software subject to terms and conditions set forth in this EULA.

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"Intellectual Property Rights" means Patents, industrial design, trademark, copyrights, database rights, Know-how, and invention disclosures (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, of any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Know-how" means all technical, scientific and other information, inventions, discoveries, trade secrets, knowledge, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, expressed ideas, technical assistance, designs, drawings, circuit layouts assembly procedures, computer programs, apparatuses, specifications, data, results, safety, manufacturing and quality control data and information (including process designs and protocols), registration dossiers and assay and methodology, in each case, solely to the extent confidential and proprietary and in written, electronic or any other form now known or hereafter developed;

"Non-ABB Software" means third party software i.e. proprietary, freeware and open source software, that is either licensed (i) to ABB from a third party and identified in the ABB Software or as specified in the Documentation or (ii) by you from third parties.

"Offer" means the sole terms provided by ABB to you on which ABB is willing to provide access to the ABB Software as set out in a document provided by ABB to you;

“Patents” means: (i) issued patents and utility models, patent and utility model applications, and future patents and utility models issued from any such patent and utility model applications; (ii) future patents and utility models issued from a patent and utility model application filed in any country worldwide which claims priority from a patent and utility model or patent and utility model application of (i); and (iii) reissues, substitutions, confirmations, renewals, extensions, counterparts, divisions, continuations, continuations-in-part, supplemental protection certificates on any patent and utility model or patent and utility model application of (i) or (ii); The ABB Software will be made available in executable program code by ABB or by providing license keys, license files, or user credentials and installation.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA, INCLUDING ANY AMENDMENT OR ADDENDUM WHICH MAY ACCOMPANY THE ABB SOFTWARE, BY INSTALLING, COPYING, BY ACCESSING, CLICKING ON AN “ACCEPT” BUTTON, OR OTHERWISE USING THE ABB SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, ACCESS OR OTHERWISE USE THE ABB SOFTWARE.

You represent and warrant that you have the legal power and authority to enter into this EULA and that, if the licensee is an entity, this EULA is entered into by an employee or agent with all necessary authority to bind that entity to this EULA;

IF YOU DO NOT AGREE TO THESE TERMS: Do not (i) download, install, copy, access or otherwise use the ABB SOFTWARE (ii) click on an “accept” button; and promptly return the unused media, documentation, and proof of entitlement to the party from which it was obtained. If the ABB SOFTWARE was downloaded or otherwise installed, please destroy all copies of the ABB Software.

In addition, by installing, copying or otherwise using subscription updates (including fixes or patches) that you receive as part of the ABB SOFTWARE (“Updates”), you agree to be bound by the additional license terms that accompany such Updates. If you do not agree to the additional license terms that accompany such Updates, you may not install, copy or use such Updates.

In return for payment of the license fee as specified in the Offer for this ABB SOFTWARE, ABB grants you a non-exclusive and restrictive right to use the ABB SOFTWARE subject to the following terms and conditions:

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- 1.4 If you have acquired a network license you may install one copy of the ABB Software on any number of computers of the same network but simultaneously use the ABB Software on no more hardware than the number of ABB Software licenses purchased.
- 1.5 If you have obtained a license of the ABB Software for evaluation purposes, your use of the ABB Software is only permitted in a non-production test environment and for the period limited by the date specified in the Order. Notwithstanding any other provision in this EULA, an evaluation license of the ABB Software is provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

No further right is granted to you save as expressly set out in this EULA. The ABB Software is owned or licensed by ABB, and is protected by copyright laws, international copyright treaties, as well as other intellectual property laws and treaties. The ABB Software is licensed, not sold.

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All Updates shall be considered part of the ABB Software and subject to the terms and conditions of this EULA. Additional license terms may accompany Updates (as defined in the first paragraph of this EULA). By installing, copying or otherwise using any UPDATE, you agree to be bound by the terms accompanying each such UPDATE. If the ABB Software is purchased as an UPDATE, you must be properly licensed to use the ABB Software and identified by ABB as being eligible for the UPDATE in order to use the ABB Software. ABB Software purchased as an UPDATE replaces and/or supplements the ABB Software that formed the basis for your eligibility for the UPDATE. You may use the resulting upgraded ABB Software only in accordance with the terms of this EULA.

3. LICENSE LIMITATIONS

Use of the ABB Software other than as specifically permitted in this EULA, is expressly prohibited. You shall have no right to access, copy, alter, make publicly available or in any other way exploit or use the source code of the ABB Software. You agree that you shall not, except to the extent that such actions are explicitly permitted by mandatory applicable laws, attempt to reverse compile, decompile, disassemble or reverse engineer the ABB

Software, nor shall you amalgamate, amend, incorporate, modify, reproduce or otherwise alter the same into or with any other software.

You shall not attempt to make any part of the ABB Software available to any third party or otherwise allow access to the same to any third party if not strictly necessary for the deployment of the ABB Software and in any case under its direct liability and responsibility.

You may not reverse engineer, decompile, emulate, or disassemble the ABB Software. Nothing in this EULA permits you to derive the source or assembly code of files provided to you in executable or object format.

You will not (i) use the ABB Software, in whole or partially, for any third-party use including license, sublicense, sell, resell, lease, display, transfer, assign, distribute, disclose, or otherwise commercially exploit or make it, or any portion thereof, available to any third party in any manner; (ii) modify, tamper with, repair or make derivative works based upon the ABB Software; (iii) copy, reproduce, publish, reverse engineer, attempt to derive the source code of, modify, disassemble, decompile or create derivative works of the ABB Software (except to the extent that applicable laws prohibits reverse engineering restrictions, and then only as permitted by such laws); (iv) copy any ideas, features, functions or graphics relating to the ABB Software; (v) access or use the ABB Software in a way to avoid incurring fees or exceeding usage limits or quotas or to circumvent or render inoperative any usage restriction features contained in ABB Software; and/or (vi) remove, obscure, alter, or move ABB's and its licensors' proprietary notices.

You shall not use the ABB Software to:

- (a) distribute or transmit to ABB any Viruses or Vulnerability and you shall implement procedures in line with good industry practice to prevent such distribution or transmission;
- (b) facilitate illegal activity or is otherwise illegal or causes damage or injury to any person or property.

For the purposes of the above, "Viruses" means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices. "Vulnerability" means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability.

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To the extent applicable given the nature of the ABB Software, you may make backup copies in a reasonable number of the ABB Software as is consistent with your normal backup or disaster recovery procedures, or as otherwise permitted in writing by ABB. You shall maintain a log of the number and location of all originals and copies of the ABB Software,

which shall be provided to ABB upon request. Any copies made for disaster recovery purposes may not be used by you in any manner except in the event of a disaster. In the event of a disaster which causes you to use any copy of the ABB Software, you must promptly inform ABB of the disaster and must stop using such copy promptly after the disaster is abated.

5. INTELLECTUAL PROPERTY RIGHTS

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As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the ABB Software as well as all derivatives and modifications of and improvements thereof, or other ABB Intellectual Property Rights remain exclusively with ABB, its affiliates or its licensors. You have no rights therein and thereto, other than those expressly granted in the EULA and use thereof other than specifically permitted herein is expressly prohibited.

You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.

ABB, its affiliates and its subcontractors have the right to collect, store, aggregate, analyze or otherwise use Your Content for (i) providing and maintaining the ABB Software to you and your affiliates (if applicable); (ii) preventing, detecting and repairing problems related to the security and/or the operation of the ABB Software and the hardware associated with the ABB software; (iii) improving and developing existing services, technologies, products and/or ABB Software and developing new services, technologies, products and/ or software, and all improvements and developments (including all resulting Intellectual Property Rights) are exclusively owned by ABB.

In addition, ABB has the right to make commercial use of Your Content if and to the extent it is anonymized or non-confidential.

Notwithstanding the foregoing, ABB and you will comply, at all times, with the data privacy standards of all applicable data protection laws and ABB will comply, at all times, with the ABB Data Privacy Policy. In the event that Parties exchanges personal data, the receiving Party shall comply with all applicable legislation and regulations relating to the protection of personal data and take adequate physical, technical and organizational measures to guarantee a level of security of personal data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services. The Parties will enter into a separate Data Processing Agreement if required.

During the term of the EULA, Customer may provide feedback or suggestions related to the ABB Software. ABB and our affiliates are entitled to use such feedback and suggestions, even if it should be marked confidential, without any restrictions and without any compensation to you.

7. CONFIDENTIALITY

You shall secure, protect and maintain confidentiality over the ABB Software in a manner consistent with the maintenance of ABB's rights therein and you shall take appropriate action by instruction or agreement with your employees, agents or consultants who are permitted access to the ABB Software to satisfy your obligations hereunder. Disclosure shall be limited to those individuals who need access to the ABB Software to enable you to exercise your rights under this EULA. These obligations shall continue after termination of this EULA.

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11. WARRANTY.

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12. LIMITATION OF LIABILITY.

Nothing in this EULA shall limit or exclude ABB's liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by law.

Save as specified above, NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABB OR ITS SUPPLIERS, SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, CLAIMS RELATED TO NON-ABB Software, CLAIMS RELATED TO THE USE OF A PREVIOUS VERSION WHERE A NEWER VERSION IS AVAILABLE AND RESOLVES A DEFECT, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE ABB Software OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF ABB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH CLAIM IS BASED ON CONTRACT, INDEMNITY, TORT, UNDER STATUTE, IN EQUITY OR AT LAW OR OTHERWISE EVEN IF ABB HAS BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGE.

IN ANY CASE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABB'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE HIGHER OF (i) THE AMOUNT ACTUALLY PAID BY YOU FOR THE ABB Software, (ii) IN CASE OF RECURRING LICENSE THE YEARLY CHARGE OR THE AGGREGATED AMOUNT OF 12 MONTHS' CHARGES, OR (iii) IN CASE YOU HAVE ENTERED INTO AN ABB SERVICES AGREEMENT FOR SUPPORT, THE MAXIMUM LIABILITY AS SET FORTH IN THAT ABB SERVICES AGREEMENT FOR SUPPORT.

ANY CLAIM AGAINST ABB, EXCEPT THOSE ACCEPTED BY ABB, LAPSES SIMPLY ON EXPIRY OF 12 MONTHS AFTER THE CLAIM HAS ARISEN.

13. INDEMNIFICATION

If it is proven that the use of the ABB Software or any part thereof violates patent rights, copyrights and/or brand rights of others and as a consequence usage of the ABB Software is denied by or on behalf of the entitled person, ABB will for its own account and at its own discretion:

- Either acquires the right to continue using the ABB Software or the relevant part thereof; or
- replace the ABB Software or relevant part thereof by software not subject to the above violation; or
- modify the ABB Software to such a degree that the violation is eliminated; or
- take back the ABB Software or the relevant part thereof and refund.

ABB will not be responsible for any claim of infringement that arises from (i) unauthorized modifications to ABB Software, (ii) use of ABB Software in combination with Non-ABB Software, third party firmware or third party hardware where if not used in combination, the ABB Software would not be the subject of a claim; (iii) use of other than the latest available version of ABB Software made available to you; (iv) any Non-ABB Software; or (v) any use not in accordance with the Offer or any applicable Documentation or specification.

14. SUSPENSION AND TERMINATION

ABB may suspend the services in whole or in part, if ABB determines that your use of ABB Software (i) poses a security risk to the services, and/or any third party; (ii) may adversely impact the performance of the services, the ABB Software; (iii) is in violation of applicable law or Applicable Integrity Laws or poses a risk that ABB are or will be in violation of applicable law or Applicable Integrity Laws; (iv) may subject us or any third party to liability. In addition, ABB may suspend the services if you fail to pay any amount due under the contract on the due date for payment. ABB will suspend the Services and use of the ABB Software, only to the extent reasonably necessary. Unless ABB believes an immediate suspension without prior notice is required, ABB will use commercially reasonable efforts to provide reasonable notice before suspending a Service.

ABB may terminate this EULA with immediate effect if:

You are in breach of your obligations under this EULA and you fail to remedy such breach within thirty (30) calendar days of such notice of Licensor requesting the remedy; or
You are in material breach of an obligation which is, in the reasonable opinion of ABB, incapable of remedy; or you are in violation of Applicable Integrity Laws; or there is any adverse change in your position, financial or otherwise, whereby, and without limitation, you become insolvent, or an order is filed or made for bankruptcy/winding up against you, or documents are filed with a court of competent jurisdiction for the appointment of an administrator or you make any arrangement or composition with your creditors, or you make an application to a court of competent jurisdiction for the protection of your creditors in any way, or any similar action is taken against or by you by reason of insolvency or in consequence of debt; or
there is a change in your control.

In the event of termination of the EULA by reason of your failure to comply with any part of this EULA, or any act which shall give rise to ABB's rights to terminate, ABB shall have the right, at any time, to terminate the license and take immediate possession of the ABB Software and all copies wherever located, without demand or notice. Within ten (10) days after termination of the license, you will return to ABB the ABB Software in the form provided by ABB. Termination under this paragraph shall not relieve you of your obligations regarding confidentiality of the ABB Software and accrued rights, remedies, obligations and liabilities of the parties as at termination or expiration shall be unaffected, including the right to claim damages in respect of any breach of the EULA which existed at or before the date of termination or expiration.

15. COMPLIANCE AND EXPORT CONTROLS

Neither party shall use or export, directly or indirectly any ABB Software in breach of any applicable export control laws, to any country for which the government or any agency thereof at the time of export requires an (export or technology) license or other governmental approval without first obtaining such license or approval.

ABB and you will comply with all Applicable Integrity Laws (as defined in below) in connection with this EULA. ABB and you shall also ensure that their respective employees, officers, directors, affiliates or third parties engaged in any manner in relation to the EULA shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this section in connection with this EULA. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other party to violate, any Applicable Integrity Laws in connection with this EULA.

If, as a result of (i) Trade Control Laws (as defined in below) issued or amended after the effective date of the EULA, (ii) you become a restricted party, or (iii) any necessary export license or authorization is not granted, the performance by ABB or by any affiliate or third parties engaged in any manner in relation to the EULA becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to Customer of its inability to perform or fulfil such obligations. Once such notice has been received by Customer, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the EULA until such time as ABB may lawfully discharge such obligation or unilaterally terminate the EULA in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. IN THIS EVENT ABB WILL NOT BE LIABLE FOR ANY COSTS, EXPENSES OR DAMAGES ASSOCIATED WITH SUCH SUSPENSION OR TERMINATION OF THE EULA.

You represent that you are the ultimate end recipient of the ABB Software, that the use of the ABB Software is for civil use only and that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any third party or country in violation of Trade Control Laws.

You further represent and warrant that the ABB Software shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

ABB has established the reporting channels listed here where you may report suspected violations of applicable laws, policies or standards of conduct: www.abb.com/integrity

Applicable Integrity Laws means the following as they apply from time to time: (i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of

the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively “Anti-Bribery & Corruption Laws”); and (ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, “Trade Control Laws”); and (iii) Human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, “Human Rights Laws”).

16. ENTIRE AGREEMENT

This EULA constitutes the entire agreement and understanding among the Parties with respect to the purchase of or subscription to the ABB Software. You agree that you have not been induced by and have not relied upon any representations, warranties or statements, whether express or implied, made by ABB or any of its representatives, that are not expressly set forth herein whether or not any such representations, warranties or statements were made in writing or orally.

17. RIGHT TO INJUNCTIVE RELIEF

You acknowledge that breach of your obligations with respect to ABB’s proprietary rights will cause irreparable injury to ABB and will entitle ABB to seek injunctive or other equitable relief from you.

18. HEADINGS

The headings of the various paragraphs and subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this EULA.

19. SEVERABILITY AND WAIVER

If any provision of this EULA is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

Failure to exercise or enforce any term of this EULA does not constitute a waiver of such term and does not affect the right later to enforce such term or any other term of this EULA.

20. GOVERNING LAW AND JURISDICTION.

This EULA and performance hereunder shall be governed by the laws of the jurisdiction in which the entity defined as “ABB” in this Agreement has its registered office.. Any dispute, controversy or claim arising out of or in connection of with this EULA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Brussels, Belgium. The language to be used in the arbitral proceedings shall be English.

21. THIRD PARTY SOFTWARE LICENSE AGREEMENT

For all Non-ABB Software, the terms and conditions of use of the third party licensor apply exclusively. Such required third party software notices and/or additional terms and conditions are made a part hereof and are incorporated by reference into this EULA. By accepting this EULA, you are also accepting the additional terms and conditions set forth in the applicable license terms referenced in the Documentation. These third party software license terms may contain additional right benefiting you. The third party license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on you than the applicable third party license terms, solely with respect to such Non-ABB Software.

YOU ACKNOWLEDGE AND AGREES THAT (I) ANY CONTRACTUAL RELATIONSHIP RELATED TO YOUR USE OF SUCH NON-ABB SOFTWARE IS SOLELY BETWEEN YOU AND THE PROVIDER OF SUCH NON-ABB SOFTWARE; (II) IT IS YOUR OWN RESPONSIBILITY TO ASSESS THE ACCURACY OF USING SUCH NON-ABB SOFTWARE; AND (III) WE WILL HAVE NO RESPONSIBILITY OR LIABILITY RELATED YOUR USE OF SUCH NON-ABB SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.
