INSTALLATION NOTICE:

THIS IS A CONTRACT. BEFORE YOU INSTALL THE SOFTWARE AND/OR COMPLETE THE INSTALLATION PROCESS, CAREFULLY READ THIS AGREEMENT. BY INSTALLING THE SOFTWARE AND/OR KEYING IN THE SERIAL NUMBER GIVEN AT THE LAST PAGE OF THIS DOCUMENT TO COMPLETE THE INSTALLATION PROCESS, YOU CONSENT TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, CLICK THE APPROPRIATE BUTTON TO CANCEL THE INSTALLATION PROCESS AND DO NOT INSTALL OR USE THE SOFTWARE.

License Terms for the Use of CP400PB Panel Builder 400 Software ABB Automation Products GmbH

ABB Automation Products GmbH, Ladenburg, Germany (hereinafter, "Licensor") is willing to provide a right of use to the party which acquires the "original package" of the Software described more closely in 3.1, for a fee, at the following conditions.

1. Conclusion of Contract

Upon signing the contract for the acquisition of the original package of the Software ("Purchase Contract") the buyer (Licensee) agrees to the following license terms of Licensor. If they are not explicitly stated in the Purchase Contract, then they shall become effective at the latest upon receipt of the data carrier or, if no data carrier is delivered, upon complete or partial transfer of the Software to a system or a computer.

These license terms apply exclusively to right-of-use concession, as well as to additional license terms, provided that reference is made to them below.

2. Scope of the Software

The original package consists of a combination of various software products of Licensor ('Software Suite'). The software serves the purpose of configuration, parameterization, programming, program-defect detection, commissioning and diagnosis of ABB appliances of the category operator unit. Temporally unlimited rights are granted with these license terms for the Software.

3. Scope of the License

3.1 The scope of this license agreement is a temporally unlimited license for intended use of the Software of Licensor:

CP400PB Panel Builder 400

3.2 The acquisition of the Software and additional licenses shall be implemented as follows:

a) The user acquires the Software on a USB-ROM drive in a DVD plastic box.

b) To the extent that documents were given to the Licensee together with or with regard to the Software, they shall be referred to jointly as "documentation." The terms and limitations contained in these license terms regarding the Software shall also apply to the documentation, unless otherwise provided.

3.3

a) The Licensor hereby grants the Licensee the exclusive, non-transferable right, to install the Software described in 3.1 a), b), and c) on one (1) computer and to use it as intended, but under no circumstances the right to the Software itself. The Licensor in particular reserves the rights to all publication, reproduction, processing and exploitation of the Software.

A use of the Software in any other manner (e. g. on several computers) requires a separate agreement with the Licensor (e.g. multi-user license).

3.4 Nonexistend

3.5 Licensee is authorized to create backup copies of the Software as reasonably necessary; reproduction is only permitted for internal use under these license terms. No copies are authorized from the documentation provided.

3.6 Editing the Software, in particular through changes, translations or connecting it with other programs is only permitted with the explicit, written approval of Licensor.

3.7 No copyright markings of the Licensor on the Software may be removed and must be also indicated on the copies and on processed versions, regardless of 3.5 and 3.6.

3.8 Making the Software available to a third party or transferring the rights of use to a third party requires an additional agreement with the Licensor.

4. Reservation of Rights

4.1 Licensor reserves all rights to the software, to copies and adapted versions, in particular property rights and copyrights.

4.2 Upon request by the Licensor, Licensee agrees to refer third parties to the rights of use granted by the Licensor (under observance of the regulations issued by the Licensor and/or the representation of notes).

5. Delivery of the Software

5.1 The Software shall be delivered in a machine code.

5.2 Benefits and damages shall pass to the Licensee upon delivery of the Software.

6. Liability for Defects as to Quality

6.1. The Licensor points out that it is not possible with today's technology to produce computer software that operates without any errors in all applications and combinations. The subject of the license hereunder, therefore, is only software which can be used substantially in accordance with the product description.

6.2 The characteristics of the Software at the time of delivery shall be in line with the Software product description, as amended or modified in a relevant release note (hereinafter, "Software Description").

Explanations and descriptions do not constitute any guarantees (in particular no guarantee of the characteristics). The defects liability only occurs if the usual operating conditions and the requirements of the Software Description have been met.

Licensor assumes no liability that the Software will meet those requirements and purposes of the Licensee that are not outlined in the Software Description. The Licensee shall have the full responsibility for selecting the suitable software and for the consequences arising from using the Software.

Licensor shall make good within a reasonable period the defects (i) for which LICENSOR is responsible hereunder, (ii) which have been notified by Licensee and (iii) which are reproducible software errors. The Licensee shall notify Licensor of any defects in writing without undue delay. The Licensee shall describe defect as detailed as possible and (to the extent reasonable: at Licensee's expense) support Licensor's efforts to identify the cause of the defect and to rectify the defect.

Licensor shall at its own discretion make good such defects either by rectifying the error, provide a new version of the Software or indicate measures/options for avoiding the effects produced by the defect. The Licensee shall implement a new version of the Software unless such would result in unreasonable adaption or conversion problems.

6.3 Licensor shall first be given the opportunity to supplement its performance within a reasonable period of time. If supplementary performance is unsuccessful, the Licensee shall be entitled to cancel the contract. The supplementary performance shall be considered as non-successful, only if and when the second attempt to supplement has not, within a grace period set by Licensee in writing, made good the defect so that the use of the Software will be substantially in accordance with the Agreement.

6.4 Licensee shall have no claim with respect to expenses incurred in the course of the supplementary performance, including costs of travel and transport, labor, and material.

6.5 Furthermore, the provisions of Section 11 (Liability) shall apply in respect to claims of damages. Any other claims of the Licensee against Licensor or its vicarious agents or such claims exceeding the claims provided for in this Section 6, based on a defect, shall be excluded.

7. Industrial Property Rights and Copyright; Defects in Title

7.1 The Licensor shall only be liable for the infringement of intellectual property rights or copyrights (hereinafter, “Property Rights”) by the Software in the country where the Licensee has its registered seat or regular place of living (hereinafter, “seat”). In case a third party will assert legitimate claims against Licensor based on infringement of Intellectual Property Rights by the Software used in accordance with this Agreement in the country as set out in sentence 1, Licensor shall be liable towards Licensee as follows:

a) With regard to the pertinent deliveries, Licensor shall, at Licensor’s own discretion and at Licensor’s own expense, obtain a right to either use the Software, change the Software so as not to infringe the Intellectual Property Right or replace the Software. If this is not possible on acceptable terms to Licensor, the Licensee shall be entitled to cancel the Contract subject to the statutory provisions, provided that the Licensee shall not be entitled to the reimbursement for any futile expenditure;

b) Licensor’s liability for compensation shall be subject to Section 11 (Liability);

c) Licensor's aforementioned obligations shall be subject to the condition that the Licensee immediately notifies Licensor in writing of the claims asserted by the third party, that Licensee shall not acknowledge an infringement and that all countermeasures and settlement negotiations are reserved to Licensor. If the Licensee stops using the Software to reduce the damage or for other important reasons, he shall be obligated to make it clear to the third party that the discontinuation of use does not represent any acknowledgement of infringement of an Intellectual Property Right.

7.2 Claims of the Licensee shall be excluded if he is responsible for an infringement of Intellectual Property Rights. Claims of the Licensee shall also be excluded if the infringement of the Intellectual Property Right was caused by specific demands by the Licensee, by a use of the Software not foreseeable by Licensor or by the Software being modified by the Licensee (or any other person in Licensee's sphere) or being used together with software not provided by Licensor.

7.3 In case of other defects in title, the provisions of this Section 6 (Liability for Defects as to Quality) shall apply accordingly.

7.4 Any other claims of the Licensee against the Licensor or its agents or any such claims exceeding the claims provided for in this Section 6, based on a defect in title, shall be excluded.

8. Confidentiality

8.1 Licensee agrees to keep confidential all information and documents of Licensor which are disclosed to Licensee and its employees (in particular the Software and/or documentation) in respect of third parties and not make them accessible to third parties under any circumstances.

8.2 The above provisions apply accordingly to the employees of Licensee.

9. Overriding Provisions with Third-Party Software

The Software contains software components (or parts thereof) which were not developed by the Licensor and to which Licensor only has derived rights. This applies in particular to the so-called "Open Source Software" ("OSS"). All kinds of third-party software shall be called hereinafter "Third-party Software." To the extent that the Software contains any Third-party Software the conditions of use agreed between the Licensor and the Licensee shall have priority. The product documentation contains a list of Third-party Software and the respective license conditions. The Licensee agrees not to remove any existing copyright and license information.

10. Contract Termination

10.1 The Licensor is entitled to terminate the Contract immediately

- if Licensee does not comply with its contractual obligations in a substantial manner or does not fulfill them repeatedly;

- if there is a not inconsiderable, irreparable defect; or

- if insolvency proceedings or similar proceedings have been initiated against the assets of the Licensee.

10.2 Licensee is not authorized to use the Software anymore upon contract termination. Licensee agrees to return to Licensor all material as well as program carriers and documentation, including all

copies and adaptations, within 2 weeks upon contract termination at its cost or, if Licensor agrees beforehand or so requests, to destroy/to delete such and to confirm the destruction/deletion within the aforementioned period.

10.3 Licensor in its sole discretion shall be entitled, but not obliged, to create updates of the Software and, at Licensor's discretion, to make them available to the Licensee against separate remuneration.

11. General Provisions depending on Domicile of Licensee

Section A:

The provisions of this Section A shall apply to Licensee (only) if Licensee is domiciled in Germany:

a.1 Limitation Period for Defects

The limitation period for claims for making good of defects shall be 12 months from the date when the Software is available for download for the Licensee. This shall not apply where longer periods are prescribed by law according to Sec. 438 para. 1 No. 2 (buildings and things used for a building), Sec. 479 para. 1 (right of recourse), and Sec. 634a para. 1 No. 2 (defects of a building) German Civil Code in the case of intent, fraudulent concealment of the Defect or non-compliance with guaranteed characteristics. The legal provisions regarding suspension of the statute of limitations and recommencement of limitation periods shall be unaffected.

a.2 Liability

1. Unless otherwise provided for in the present Agreement, Licensee shall have no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort.

2. This does not apply if liability is based on:

(a) the German Product Liability Act;

(b) intent;

(c) gross negligence on the part of the owners, legal representatives or executives;

(d) fraud;

(e) failure to comply with a guarantee granted;

(f) negligent injury to life, limb or health; or

(g) negligent breach of a fundamental condition of contract.

However, claims for damages arising from a breach of a fundamental condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that no other of the above case applies.

3. The above provision does not imply a change in the burden of proof to the detriment of the Purchaser.

a.3 Applicable Law

This Agreement and its interpretation shall be governed by substantive German law, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

a.4 Dispute Resolution

Exclusive place of jurisdiction shall be the location at which the Licensor has his registered seat. The Licensor is however entitled to bring the case before the court of jurisdiction for the registered seat of the Licensee.

Section B:

The provisions of this Section B shall apply to Licensee if Licensee is domiciled outside of Germany:

b.1 Limitation Period for Defects

The limitation period for claims based on defects shall be 12 months from the date when the Software is available for download for the Licensee.

b.2 Liability

Notwithstanding anything contained in the Agreement to the contrary, Licensor's liability (including his employees, agents, sub-contractors), Irrespective of the legal grounds (e.g. in connection with defects, delay, third party intellectual property rights, indemnity) - shall be as follows:

a) Licensor shall not be liable for loss of profit, loss of revenues, loss of use, loss of production, costs of capital or costs connected with interruption of operation, loss of anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever;

b) Licensor's total liability in respect of any and all claims for damages or losses which may arise in connection with its performance or non-performance under the Agreement shall in no event exceed 100% of the respective license fee.

The preceding limitations shall not apply to Licensor's intention or gross negligence, but shall apply to intention or gross negligence of persons employed by the Licensor for the performance of Licensor's obligations.

b.3 Applicable Law

The Agreement shall be governed by substantive Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

b.4 Dispute Settlement

Exclusive place of jurisdiction shall be the location at which the Licensor has his registered seat. The Licensor is however entitled to bring the case before the court of jurisdiction for the registered seat of the Licensee.

12. Final Provisions

12.1 Any changes and amendments of the license terms must be in writing.

12.2 The Licensee agrees to undertake the registration of the Agreement and/or the obtainment of permits by the pertinent offices in the country of the Licensee at Licensee's expense; the Licensee agrees to keep Licensor informed regarding the status of the procedure on a regular basis. The Licensee shall assume full liability for all damages which arise from non-compliance to this Agreement.

12.3 Should individual provisions of this Agreement become ineffective, then the validity of the remaining Agreement shall not be affected thereby. The ineffective provisions should be replaced by a provision which comes closest to the economic intent.

Serial Number of CP400PB Panel Builder 400

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