

---

# END USER LICENSE AGREEMENT





# END USER LICENSE AGREEMENT

Document number:2PAA110408

Document revision:D

Release: January 2024

---

## Notice

This document contains information about one or more ABB products and may include a description of or a reference to one or more standards that may be generally relevant to the ABB products. The presence of any such description of a standard or reference to a standard is not a representation that all of the ABB products referenced in this document support all of the features of the described or referenced standard. In order to determine the specific features supported by a particular ABB product, the reader should consult the product specifications for the particular ABB product.

ABB may have one or more patents or pending patent applications protecting the intellectual property in the ABB products described in this document.

The information in this document is subject to change without notice and should not be construed as a commitment by ABB. ABB assumes no responsibility for any errors that may appear in this document.

Products described or referenced in this document are designed to be connected, and to communicate information and data via a secure network. It is the sole responsibility of the system/product owner to provide and continuously ensure a secure connection between the product and the system network and/or any other networks that may be connected.

The system/product owners must establish and maintain appropriate measures, including, but not limited to, the installation of firewalls, application of authentication measures, encryption of data, installation of antivirus programs, and so on, to protect the system, its products and networks, against security breaches, unauthorized access, interference, intrusion, leakage, and/or theft of data or information.

ABB Ltd and its affiliates are not liable for damages and/or losses related to such security breaches, any unauthorized access, interference, intrusion, leakage and/or theft of data or information.

ABB verifies the function of released products and updates. However system/product owners are ultimately responsible to ensure that any system update (including but not limited to code changes, configuration file changes, third-party software updates or patches, hardware change out, and so on) is compatible with the security measures implemented. The system/product owners must verify that the system and associated products function as expected in the environment they are deployed.

In no event shall ABB be liable for direct, indirect, special, incidental or consequential damages of any nature or kind arising from the use of this document, nor shall ABB be liable for incidental or consequential damages arising from use of any software or hardware described in this document.

This document and parts thereof must not be reproduced or copied without written permission from ABB, and the contents thereof must not be imparted to a third party nor used for any unauthorized purpose.

The software or hardware described in this document is furnished under a license and may be used, copied, or disclosed only in accordance with the terms of such license. This product meets the requirements specified in EMC Directive 2014/30/EU and in Low Voltage Directive 2014/35/EU.

---

## Trademarks

All rights to copyrights, registered trademarks, and trademarks reside with their respective owners.

Copyright © 2024 by ABB.

All rights reserved.



---

This end-user license agreement is a legal agreement between you and ABB for the Software identified above. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, YOU ARE NOT ENTITLED TO INSTALL, COPY, OR USE THE SOFTWARE.

## **1. THE SOFTWARE**

- For the purposes of this agreement, the term “Software” shall mean the software identified above and related written material provided by ABB under this agreement. The Software may include software that is owned by a third party. For such software separate license terms and conditions may apply.

## **2. GRANT OF LICENSE**

- ABB grants you the following non-exclusive and restricted rights if you comply with all the terms and conditions of this agreement.

### **2.1 Installation and Use**

- You may install and run the Software on an ABB Control System installation in accordance with the written material that accompanies the Software, for the purpose of collecting service data to be used in connection with services provided by ABB. You may not use the Software or the collected service data for any other purpose.

### **2.2 Internet based services**

- ABB provides Internet based services that are associated with the Software. These services can be changed or discontinued at any time.

### **2.3 Storage and Network Use**

- You may copy the Software for safekeeping. All copies must carry the same copyright notice as the original Software. You may not copy the Software for any other purpose.

### **2.4 Reservation of Rights**

- ABB reserves all rights not expressly granted to you in this agreement.

---

### **3. TRANSFER OF RIGHTS**

- You may not transfer the rights granted through this agreement to another end user. You may not rent, lease, lend, or provide commercial hosting services with the Software.

### **4. LIMITATION ON REVERSE ENGINEERING, DE- COMPILATION, AND DISASSEMBLY**

- You may not reverse engineer, de-compile, or disassemble the Software, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

### **5. EXPORT RESTRICTIONS**

- You acknowledge that the Software in part may be of U.S. origin and may be subject to U.S. export restrictions. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end- user, end-use, and destination restrictions issued by U.S. and other governments. For additional information contact your ABB representative.

### **6. INTELLECTUAL PROPERTY RIGHTS**

- The Software is protected by international copyright laws and may be protected by other intellectual property rights, included but not limited to patents. ABB or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. You may not disclose to any third party the Software or any information of commercial or technical nature provided by ABB as part of or in association with the Software.

You agree to not disclose benchmark test results related to the Software to any third party.

---

## **7. ENTIRE AGREEMENT**

- This agreement, including any addendum or amendment to this agreement that is included with the Software, is the entire agreement between you and ABB relating to the Software and related support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations, with respect to the Software or any other subject matter covered by this agreement. To the extent the terms of any ABB policies or programs for support services conflict with the terms of this agreement, the terms of this agreement shall control.

## **8. TERMINATION**

- Without prejudice to any other rights ABB may cancel this agreement if you do not abide by the terms and conditions of this agreement, in which case you must destroy or return to ABB all copies of the Software and written materials that accompany the Software.

## **9. APPLICABLE LAW**

- 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, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one or three. The seat of the arbitration shall be Zürich, Switzerland, unless the parties agree on a city in another country). The arbitral proceedings shall be conducted in English language.

---

## **10. INDEMNIFICATION**

- ABB will indemnify you against any third-party claim that the Software infringes upon intellectual property rights of any third party, provided that (i) you promptly notify ABB in writing of the claim; (ii) ABB shall have the sole control of the defense and all related settlement negotiations; and (iii) you provide ABB with the assistance, information, and authority necessary for ABB to perform its obligations under this section. ABB shall have no liability towards you in respect of an actual or alleged intellectual property right infringement if this results from any breach by you of (i) your obligations under these license terms or (ii) of any other agreement between you and ABB. If the Software is held to constitute an intellectual property rights infringement, or such is considered by ABB to constitute such infringement, ABB shall have the option, at its own expense, to: (i) modify the Software so that it no longer constitutes an infringement; (ii) obtain a license for you to continue using the Software notwithstanding such infringement; or (iii) replace the Software with substitutes which do not constitute infringements, provided that such substitutes do not entail a material diminution in performance or function; or (iv) cancel this agreement, in which case you must destroy or return to ABB all copies of the Software and written materials that accompany the Software.

## **11. WARRANTY**

- This software is licensed “as is”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABB DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS, EITHER EXPRESS OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, COLLATERALLY OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND THE WRITTEN MATERIALS THAT ACCOMPANY THE SOFTWARE. ANY IMPLIED WARRANTIES THAT CANNOT BE EXCLUDED ARE LIMITED TO ONE YEAR OR TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW, WHICHEVER PERIOD IS GREATER.

---

## 12. EXCLUSION OF LIABILITY

- To the maximum extent permitted by applicable law, ABB and its suppliers shall not be liable for any damages whatsoever resulting from this agreement, the granted license, or the use of the Software. Not limiting the applicability of the above exclusion, it is explicitly agreed that ABB shall under no circumstance be liable for loss of income or profits, business interruption, loss of data, loss of business information or other pecuniary loss as well as for any special, indirect, or consequential losses or damages arising out of the use or inability to use the Software, even if ABB or any of its suppliers has been advised of the possibility of such damages. In any case ABB's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software.

ABB or its suppliers shall not be liable towards any party for consequential costs as result of upgrading from one software version to another, such as, but not limited to, the need for newer or other versions of third-party software, or the need for higher capacity or performance hardware.







---

[www.abb.com](http://www.abb.com)

---

We reserve the right to make technical changes to the products or modify the contents of this document without prior notice. With regard to purchase orders, the agreed particulars shall prevail. ABB does not assume any responsibility for any errors or incomplete information in this document.

We reserve all rights to this document and the items and images it contains. The reproduction, disclosure to third parties or the use of the content of this document – including parts thereof – are prohibited without ABB's prior written permission.

Copyright © 2024 ABB.  
All rights reserved.