

Automation Builder

End User License Agreement

END-USER LICENSE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY: This End-User License Agreement together with the document as issued by ABB in which the details of the ordered license are included ("License Certificate") together the "EULA" is a legally binding agreement based on Swiss law between you (a natural person or legal identity) (hereinafter referred to as "you") and ABB AG, registered in the trade directory of the Mannheim District Court under HRB 4664, with registered office in 68309 Mannheim, Kallstadter Strasse 1, Germany (hereinafter referred to as "ABB") for the use of "ABB Automation Builder" software, which includes all computer software, control software, associated media, printed and electronic material and documentation as well as any modifications, updates, upgrades, new versions or releases, and derivative works, but excludes any Third Party Software (hereinafter referred to as "Product") and not with any other party including any party from whom you may have downloaded the Product.

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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 have obtained a license of the Product for evaluation purposes, your use of the Product is only permitted for the period limited by the date specified in the Order. Notwithstanding any other provision in this EULA, an evaluation license of the Product is provided "AS-IS" without indemnification, support or warranty of any kind, expressed or implied.

If you do not agree to these terms: Do not (i) download, install, copy, access or otherwise use the Product (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 Product was

downloaded or otherwise installed, please destroy all copies of the Product.

1. GRANTING OF A LICENSE

ABB grants you a non-exclusive, non-transferable, limited and revocable license to use this Product, provided that you comply with all the terms and conditions of this EULA and have lawfully obtained the Product. The Product is owned or licensed by ABB and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

1.1 Installation and use

If you have acquired a single-user license, you may install and use one copy of the Product on the single computer for which the license key is issued.

If you have acquired floating license(s) you may install copies of the Product on any number of computers, but at any given time, you can simultaneously use no more than the number of seats as included in the License Certificate.

You may display the functional options that are specified in the License Certificate, for their intended use as defined in the documentation, and within the configuration and capacity limits that are specified in the License Certificate. You may not use, access or display functions that are not specified in the License Certificate. You may not exceed the configuration and capacity limits that are specified in the License Certificate. A License for the Product may not be shared or used concurrently on different computers.

1.2 Your responsibilities

You shall: (i) co-operate with ABB in all matters relating to the Product; (ii) comply with any restrictions on permitted user types; (iii) provide ABB with such information and materials as ABB may reasonably require in order to provide the Product, and ensure that such information is accurate, timely and complete in all material respects; (iv) comply with ABB's reasonable instructions regarding the proper use of the Product as may be given in individual cases from time to time; (v) comply with applicable laws;

and (vi) not disclose to any unauthorized person nonpublic information, specifications or data which are designated at the time of disclosure as confidential or are recognizable as being of a confidential nature.

1.3 Storage

You are entitled to store a copy of the Product on storage media (e.g. a network server) in order to install the Product on your other computers and controllers on an internal network. However, for each device onto which you install the Product from the storage media, you will need to obtain a license and allocate this license to the device.

1.4 License verification.

Devices on which the Product is installed may automatically provide information to ABB in a hashed format to enable verification that it is properly licensed. By using the Product, you consent to the transmission of such information and ABB's use of such information in accordance with the EULA.

1.5 Upgrades and additional software

ABB may provide you updates, upgrades or add-ons to the Product.

This EULA applies to updates, upgrades and add-ons to the original Product provided by ABB, unless such update, upgrade or add-on is accompanied by separate license terms provided by ABB. In which case the terms and conditions of such separate license will govern.. After upgrading the Product, the original Product that formed the basis for your upgrade eligibility will not be available anymore for your use.

Notwithstanding the foregoing, except to the extent specifically set out otherwise in this EULA, ABB is not obliged to provide any updates, upgrades or add-ons.

1.6 Third party software and open source software

The Product may include software, which is owned by a third party, including (but not limited to) free and open source software (hereinafter referred to as "Third Party Software"). Except to extent explicitly specified otherwise in the License Certificate, for all Third Party Software, the terms and conditions of use of the third party licensor

apply exclusively and you acknowledge and agree that (i) any contractual relationship related to your use of such Third Party Software is solely between you and the provider of such Third Party Software; (ii) it is your responsibility to assess the accuracy of using such Third Party Software; and (iii) ABB will have no responsibility or liability related to Customer's use of such Third Party Software, to the extent permitted by applicable laws. The product documentation contains a list of free and open source software and of the respective license terms.

1.7 Privacy

Please be informed that the Product includes Microsoft Defender SmartScreen software which collects and may send end user information to Microsoft as disclosed in Microsoft's [privacy statement at https://aka.ms/privacy](https://aka.ms/privacy) and the Microsoft Edge Privacy Whitepaper at <https://learn.microsoft.com/en-us/microsoft-edge/privacy-whitepaper#smartscreen>.

2. RIGHTS TO PRODUCT

The Product is protected by copyright and other intellectual property rights, including, but not limited to, patents. ABB or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, and 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 Product.

3. OWNERSHIP OF PRODUCT

Subject to the rights granted to you by this agreement, you acknowledge that all and any proprietary rights in the Product, in particular copyrights, patents, trademarks and trade secrets, and in all associated documentation and other material related to the Product in each case now existing, or to be developed by ABB or you, shall be the sole property of ABB, its affiliates or its and their licensors ("ABB Content").

4. RESTRICTIONS

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 Product. 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 Product, 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 Product 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 Product and in any case under its direct liability and responsibility.

You will not in whole or in part (except as explicitly permitted in EULA (i) use the ABB Content for any third-party use, including license, sublicense, sell, resell, lease, transfer, assign, distribute, display, broadcast, 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 Content; (iii) copy, reproduce, publish, reverse engineer, attempt to derive the source code of, modify, disassemble, decompile or create derivative works of the ABB Content (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 of the ABB Content; (v) access or use the ABB Content 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 Content; and/or (vi) remove, obscure, alter, or move ABB and its licensors' proprietary notices. Use of the ABB Content other than specifically permitted in the EULA, is expressly prohibited.

5. FEEDBACK

You may provide feedback or suggestions related to the Product to ABB. ABB is entitled to use such feedback and suggestions, even if they should be marked confidential without restrictions and any compensation to you.

6. DISCLAIMER

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. ABB PROVIDES YOU THE SOFTWARE "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THIS EULA. ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY

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7. INFRINGEMENT OF THIRD PARTY PROPERTY RIGHTS

If a third party makes a claim concerning infringement of commercial property rights or copyright (hereinafter: Property rights) on you arising from the Product, or if use of the Product is impaired or prevented as a result, ABB will indemnify you against any third party claim, provided that (i) you promptly notify ABB in writing of the claim; (ii) ABB shall have the sole control of the defense of the claim 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 commitments under these license terms or (ii) of any other agreement between you and ABB.

If the Product is held to constitute a third party property rights infringement, or such is considered by ABB to constitute such a legal infringement, ABB shall have the option, at its own expense, to: (i) change the Product so that it no longer constitutes an infringement to third party rights; (ii) obtain a license for you to continue using the Product notwithstanding such infringement; (iii) replace the Product with substitutes which do not constitute infringements to third party rights, provided that such substitutes do not entail a material diminution in performance or function, or (iv) take back the Product with reimbursement of the paid charges, minus a contributory figure for the time the Product has been used. Any additional claims concerning the infringement of the third-party property rights are excluded.

8. LIABILITY

8.1 Limited liability.

Subject to Sections 8.2 and 8.3, ABB's total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the EULA shall be limited to a sum equal to the charges paid for the given Product giving rise to the claim in the 12 (twelve) months prior to the date on which the claim arose.

8.2 Exclusions.

ABB shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the EULA, and even if ABB has been advised of the possibility of such damages, for (i) loss of profits, sales or business, agreements or contracts, anticipated savings, revenue, or damage to goodwill; (ii) business interruption, loss of production, loss of use or loss or corruption of data; (iii) costs of substitute goods, materials or services; or (iv) any indirect, consequential, incidental, special, punitive damages or exemplary loss.

8.3 Scope of limitations and exclusions.

The limitation and exclusions to ABB's liability in Sections 8.1 and 8.2 do not apply (i) to damage caused by willful intent or gross negligence of ABB's representative or vicarious agents; (ii) in the event of bodily injury caused by negligence; (iii) liability according to mandatory product liability regulation or (iv) for any liability which cannot be limited or excluded by applicable laws.

The limitations and exclusions of liability also apply to the benefit of ABB affiliates, suppliers, licensors, subcontractors as well as ABB and their directors, officers, employees and representatives. You may not assert any claim for breach or non-performance under the EULA against ABB, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, unless you have given ABB written notice of the claim within 1 (one) year after you first knew or reasonably should have known of the facts giving rise to such claim.

9. INTEGRITY

Each Party represents and warrants that, to the best of its knowledge, at the date of entering in this EULA neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.

"Applicable Integrity Laws means": (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").

"Restricted Party" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Party).

If, as a result of (i) Trade Control Laws issued or amended after the date of this EULA, (ii) you become a Restricted Party, or (iii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates 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 you of its inability to perform or fulfil such obligations. Once such notice has been received by you, 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. ABB will not be liable to you for any costs, expenses or damages associated with such suspension or termination of the EULA.

“Sanctions Agency” means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

You represent that you are the ultimate end recipient of any items provided under this EULA, that the items are 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 Product provided under this EULA 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.

For the avoidance of doubt, no provision in this EULA shall be interpreted or applied in a way that would require any

party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

Both Parties will comply with all Applicable Integrity Laws in connection with this EULA. Both Parties shall also ensure that their respective employees, officers, directors, and any 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 clause 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.

10. TERMINATION

This EULA will enter into effect as described in the introduction above and will remain in effect as set out in the License Certificate or as terminated earlier in accordance with the following section.

Without limiting its other rights or remedies, ABB may terminate this EULA (in whole or in part) with immediate effect by giving written notice to you if (i) you are in breach of this EULA; (ii) You fail to pay any amount due under an order on the due date for payment; or (iii) there is a change in the laws in one or more countries applicable to the Product that would render the Product illegal, impractical or would otherwise have a material impact (including a cost impact) on the provision of the Product.

Upon termination or expiration of this EULA for any reason: (i) you will immediately uninstall the Product from your computer systems, and cease use of the Product and, if requested by ABB, provide ABB with evidence that you have done so; and (ii) the 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.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland excluding both its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

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 three. The seat of the arbitration shall be Mannheim, Germany. The arbitral proceedings shall be conducted in English language.

12. 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 Agreement.

13. SEVERABILITY

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.

14. ENTIRE AGREEMENT

This EULA, including any addendum or amendment to this EULA that is included with the Product, is the entire agreement between you and ABB relating to the Product and they supersede all prior or contemporaneous oral or written communications, proposals, and representations, with respect to the Product 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.

This End User License Agreement is available in English. For the interpretation of this Agreement, only the English version shall control, taking precedence over all other versions in the event of contradictions or ambiguities between the individual versions.

15. TECHNOLOGY PREVIEWS

Pilot, trial, evaluation or beta features as provided by ABB to you free of charge in relation to the Product together with the Product ("Technology Previews") are designed to give you an outlook of upcoming technologies. They are non-final software versions. You understand and

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Revision history

Rev. Ind.	Page (p) Chapter (c)	Change description	Rev. date
A	all	Initial version	2021-01-19
B	p1	Change of legal entity from "ABB Automation Products GmbH" to "ABB AG"	2022-02-17
C	all	<ul style="list-style-type: none">- Complete update of end user license agreement- Removed German and French version	2023-12-20

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