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# Drive composer

End User License Agreement  
Max. 20 computers

## English

### ABB OY (“ABB) END-USER LICENSE AGREEMENT (“EULA)

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IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE OR USING OF THE APPLICATION.

THIS SOFTWARE AND APPLICATION IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS. YOUR RIGHT TO USE THE SOFTWARE AND APPLICATION IS CONDITIONED UPON ACCEPTANCE OF THESE TERMS. BY ACCEPTING THIS AGREEMENT AND/OR BY USING ALL OR ANY PORTION OF THIS AGREEMENT YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE OR APPLICATION

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ABB Oy grants you a license to use this copy of the Program and the accompanying documentation according to the following terms:

#### LICENCE:

##### You may:

- install and use the Program only on max. 20 computers; and
- make twenty (20) copies of the Program solely for backup purposes, provided that you reproduce all proprietary notices on the copy; and
- use the installed Program from another computer, provided that the Program is used only on max. twenty (20) computers at a time.

##### You may not:

- install and use the Program on more than twenty (20) computers or workstations at a time;
- rent, transfer or grant any rights in the Program or accompanying documentation in any form to any person without the prior written consent of ABB; or
- remove any proprietary notices, labels, or marks on the Program and accompanying documentation. Unauthorized copying of the Program or the accompanying documentation, or failure to comply with the above restrictions, will result in automatic termination of this license and will make available to ABB other legal remedies.

#### 1. DEFINITIONS

“You” or “Customer” shall mean a company or person including but not limited to a legal or individual person using the Software or Application

“End User License Agreement” shall mean this Agreement including its appendixes regarding the use of Software and Application and the Software which it contains or which may be downloaded from it.

“ABB” shall mean ABB Company who is concluding this Agreement with You.

“Application” shall mean the application You are about to use, download, save or Internet-based service provided by ABB that collects information over the Internet, stores it in the database and allows the users to access the data.

“Software” shall mean software offered by ABB to be downloaded and/or software which by itself exists in the ABB’s Application.

“Program” shall mean the same as “Software”

## 2. SCOPE OF APPLICATION

The terms and conditions of this End user License Agreement shall apply to the Application and Software.

## 3. USE OF DATA

You own any data and information that You submit into the Application while using it.

ABB shall not assume any responsibility or liability for the accuracy, correctness, completeness or quality of the information, documents and indicated prices and proceeds information made available to You through Application. ABB assumes no responsibility for any errors or omissions in the specified information to which a reference was made there, or which is linked to it.

ABB takes no liability nor is ABB liable whether You use or not use the information or data received or gathered through the use of Application. ABB expressly excludes any and all liability which was caused by the use or non-use of the provided information or due to the use of erroneous or incomplete information as far as no intentional or grossly negligent behavior exists on the part of ABB. Furthermore, ABB is not liable for any errors, deficiencies or shortages in the Application's data which is due to the drive's equipment's defect, error or deficiency.

Customer acknowledge and accept that ABB has the right to collect information and parameters regarding the Drives equipment including but not limited to Electrical serial number, Type of the drive, Drive firmware version, Panel firmware version, Drive parameters and Fault codes.

## 4. TITLE OF OWNERSHIP

4.1 Nothing contained in this Agreement shall be deemed to convey any title to or ownership in the Software, Application, accompanying documentation or any other intellectual property of ABB in whole or part to the Customer. The Software and right to use the Software and Application is licensed, not sold. ABB shall be exclusive owner of the Software and Application, Software documentation and any other intellectual property rights related to ABB's Software and Application.

4.2 The ABB Application web site provided for use has been developed by ABB and is protected by copyright laws. ABB possesses all the rights of use and distribution. The Customer may only use the

information and results of the internet site within the bounds of the terms of use specified here.

## 5. SCOPE OF LICENSE

5.1 ABB shall grant you a license to use the Software and the Application as stated herein. Your license to use the Software and Application shall be non-transferable, non-sub licensable, non-exclusive and non-assignable. Your license is limited strictly to the use of Software and Application on your device that You own or legally control. This license shall be valid only as long as this Agreement is valid and your right to use the Software and Application shall cease and be terminated immediately when this Agreement is terminated. All rights not expressly granted herein are reserved by ABB.

5.2 Use of the Application and the Software for any other purposes is strictly prohibited and allows ABB to terminate this Agreement immediately without any notice.

5.3 The License shall automatically expire when the License fee no longer covers the License or provided that the License is otherwise terminated as stated in this Agreement.

5.4 You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative software of the Software or Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Software or Application).

5.5 Furthermore, You may not: (a) publish, license, sell, or otherwise commercialize this Software or Application or any information or software associated with this Application; (b) rent, lease or otherwise transfer rights to Software or Application; or (c) use Software or Application in any manner that could impair any ABB site in any way or interfere with any party's use or enjoyment of any ABB site. You must use the Application in compliance with all applicable laws. You must comply with applicable third party terms of agreement when using this Application (e.g. your wireless data service agreement). Your right to use this Application will terminate immediately if you violate any provision of this EULA.

5.6 Any attempt to do so is a violation of the rights of the ABB and its licensors. If You breach this

restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by ABB that replace and/or supplement the Software or Application.

## 6. CUSTOMER'S RIGHTS AND OBLIGATIONS

### 6.1 The Customer responsibilities:

- promptly inform ABB of any changes in the Customer contact information.
- setting-up the remote devices to send data
- setting-up of the Software and Application .
- shall not license, sublicense, sell, resell, transfer, assign, distribute or in any other way commercially use or exploit the Software or Application than what is expressly stated in this Agreement.
- shall not use the Software or application for any malicious activities such as but not limited send spam, send or resend messages in violation of applicable laws, send or store infringing or otherwise illegal material or data, send or store internet viruses or other harmful computer programs, code or data.
- shall not attempt or help to attempt or assist someone to gain unauthorized access to the Software or Application
- is responsible for handling all user account data and passwords confidentially and to refrain from disclosing them to unauthorized third parties.
- must notify ABB immediately about the loss of data or when it is suspected that the data has been misused. If ABB becomes aware of misuse, ABB is permitted to take necessary measures to prevent the misuse.

## 7. WARRANTY

7.1 Warranties for distribution media, Software and Application. ABB warrants that, for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt, the copy of distribution media in which the Software is furnished under normal use will be free from any material defects in material and workmanship. ABB's entire liability for such distribution media and your exclusive remedy under this warranty (which is subject to your returning the program to ABB with a copy of your receipt) will be, at ABB's option, to attempt to correct or help you around errors with efforts which ABB believes suitable to the problem, to replace the program or distribution media with functionally equivalent Software or distribution media, as applicable, or to refund the purchase price and terminate this Agreement. You expressly acknowledge and agree that your use of Software

and Application is at your sole risk and that entire risk as to satisfactory quality, performance, accuracy and effort is with you. ABB disclaims responsibility for any harm resulting from your use of this Application or Software. You download and use this Application and/or Software at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of this Application or Software.

7.1.1 ABB's Software and Application is provided by ABB "AS-IS", "with all faults", and "as available". ABB makes no warranty that ABB's Software or Application will be uninterrupted, error free or without what is more commonly known as software "bugs" or that Customer has constant access to the ABB's Software or Application or that the ABB's Software or Application has unlimited availability.

7.1.2 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY ALL WHICH ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE THE CUSTOMER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

## 8. AVAILABILITY AND EXEMPTIONS

8.1 The Customer acknowledges and accepts that the Customer does not have unlimited availability to or access to the Application nor to 100 % data availability.

8.2 Following cases are, for example but not limited to, exempted from availability provided that the incident is not caused by ABB.

- Inferior internet response time of the end user access network
- Force majeure
- Connectivity loss between mobile device and network service
- Maintenance down times
- Service repair down times

## 9. CHANGES

9.1 ABB reserves the right to change these terms at any time, when it necessary in order for ABB to modify or update Software or Application or when

this it is required for legal reasons. ABB will announce changes to the terms in good time prior to their coming into force. The changes become effective if no objection is made to them within two weeks by the Customer. Provided that the Customer does not accept the changes and notify its objection within the time limit stated above, this Agreement shall be terminated within 1 month calculated from the moment ABB announced its change.

9.2 ABB also reserves the right to amend, add to, delete or to temporarily or permanently remove individual pages, parts of pages or the entire Web site without special announcement.

## **10. TERMINATION**

10.1 Provided that the Customer is in breach of this Agreement and does not remedy such breach within 30 days after being notified of it, ABB has the right to terminate this Agreement with immediate effect.

10.2 Either Party shall be entitled to terminate this Agreement with immediate effect in the event that the other Party is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, enters into an arrangement with its creditors or becomes insolvent.

## **11. LIMITATION OF LIABILITY**

11.1 ABB is not liable to you or any user for any use or misuse of the Drive Equipment, Software or Application. ABB shall not be liable for any direct, indirect, incidental, consequential, special, exemplary or punitive damages or losses which may arise under this Agreement, whether such claim is based on warranty, contract, tort or otherwise (even if the Customer or ABB has been advised of the possibility of such damages), such as but not limited to loss of revenue, loss of profit, loss of anticipated savings, loss of contracts, loss of data or loss of customers. This applies regardless of a failure of the essential purpose and to the fullest extent permitted by law.

Some jurisdictions do not allow the exclusion of damages or the disclaimer of warranties, in such cases, if ABB is found to be liable according to such mandatory law, ABB's liability is limited to US\$50. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11.2 The recommendations or information given and received through the Software or Application are based on statistics and probabilities and are therefore estimations only. The Drives equipment

components are furthermore individually subject to different kind of stress and performance. Therefore, You understand and accept that the condition of individual Drives equipment have to be evaluated case by case by using expert judgment and professionals. ABB is not liable or responsible for any damages (whether direct or indirect), costs, decisions or actions which result from or might have result from any performance or non-performance based on these recommendations or information received from the Software or Application. The recommendations and information provided under the Software and Application are provided on as-is basis and no promise or guarantee is given regarding the accuracy or correctness of given recommendations and/or information.

11.3 You will indemnify and hold harmless ABB and its parents, subsidiaries, officers, directors, shareholders, agents and employees, from any claim made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of this Application, any alleged violation of Privacy Policy and EULA, and any alleged violation of any applicable law or regulation. ABB reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

## **12. APPLICABLE LAW AND DISPUTE RESOLUTION**

12.1 This Agreement shall be interpreted and governed according to the laws of Finland. In case of a dispute between the Parties in connection with this Agreement, which cannot be amicably, each Party shall be entitled to demand that the dispute be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The venue of the proceedings shall be Helsinki, Finland and the proceedings shall be conducted in English.

12.2 Provided that according to the mandatory law the governing law is the law of United States of America, then the laws of the State of New York, excluding its conflicts of law rules, shall govern this EULA and your use of the Software and Application.

## **13. THIRD PARTY SOFTWARE**

13.1 Customer acknowledges and accepts that the Application and the Software may contain certain proprietary software licensed to the Customer by third parties and require the Customer to accept license terms of such third party. Such third parties may enforce this Agreement and/or their own

license terms directly against Customer to the extent such third party's interest in the Software. The list of third part licenses are stated in "About this application" available after installing application.

13.2 In particular, Customer acknowledges and agrees to the terms and conditions of Microsoft Corporation (hereinafter "Microsoft") related to the Microsoft Privacy Statement terms of use. Microsoft may from time to time change such Privacy Statement and such change will be notified to the Customer through Application notice. Provided that the Customer does not accept the terms of Privacy Statement, this agreement and warranty thereto shall be immediately terminated. The Customer furthermore agrees to comply with reasonable instructions given by Microsoft. The terms and conditions of Microsoft Privacy Statement can be seen in: <https://privacy.microsoft.com/en-us/privacystatement>.

#### **14. SEVERABILITY**

14.1 In the event that any provision or any portion of any provision of this Agreement or the application of any such provision or any portion thereof, shall be held invalid, unenforceable or void by a court of competent jurisdiction, the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision or portion of such provision other than those as to which it is held invalid, unenforceable or void, shall not be affected thereby; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement for either party.

#### **15. NO WAIVER**

15.1 No term or provision hereof will be considered waived by either party, and no breach executed by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

#### **16. ENTIRE AGREEMENT**

16.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the effective date and supersedes all prior agreements, negotiations, advertisements and communications, whether

written or oral, with respect to the subject matter contained in this Agreement.

#### **17. EXPORT CONTROL**

17.1 You are responsible for complying with trade regulations and both foreign and domestic laws. You represent and warrant that you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country and you are not listed on any US Government list of prohibited or restricted parties. This Application or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Syria or any other country subject to United States embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; and (c) you will not export or re-export this Application to any prohibited country, person, end-user or entity specified by US Export Laws.

17.2 Software and/or Application may not be used for deliveries for planning, construction, maintenance, operation or use, directly or indirectly, in Nuclear Power Plants, missile technology, chemical or biological weapons applications or of flight, navigation or communication of air or ground support equipment which are all subject to explicit approval by ABB in writing in each and every case. Such approval shall be granted only if ABB's liability for damage to property, personal injury or death, damage to plant as well as property located there or in its vicinity, and all consequential and incidental costs or losses connected with any of the aforesaid is excluded by law and by contract to the satisfaction of ABB. In any case such approval is at ABB's sole discretion.

#### **18. Cyber Security**

This Software and Application are designed to be connected to and to communicate information and data via a network interface. It is Your sole responsibility to provide and continuously ensure a secure connection between the Software and Application and Your network or any other network (as the case may be). You shall establish and maintain any appropriate measures (such as but not limited to the installation of firewalls, application of authentication measures, encryption of data, installation of anti-virus programs, etc) to protect the Software and Application, the network, its system and the interface against any kind of security breaches, unauthorized access,

interference, intrusion, leakage and/or theft of data or information. ABB 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.

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ABB Oy  
Drives  
P.O.Box 184  
FI-00381 Helsinki, FINLAND  
[www.abb.com/drives](http://www.abb.com/drives)

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