

Software Subscription Service for products based on Annual Fee

This document comprise terms and conditions for Subscription Services provided by ABB AB / Robotics Products, and is valid for the software product pointed out at the time of order and for which an end-user software license agreement has been granted.

Software Products that can be affected by these terms and conditions are RobotStudio for IRC5 including options and Power Pac.

1. Definitions

“ABB” means supply and sales organization for concerned products and its support organization within ABB AB / Robotics Products. Subscriber means customer who has purchased the software and entered the end-user software license agreement.

“Subscription Service” means prepaid software subscription including software upgrades and access to a support web site on the internet. “Subscription Software” means ABB software in either source code, object code or executable code including all upgrades and documentation made by ABB.

“Upgrade” means modifications, defect correction and improvements to the Subscription Software.

2. Condition requisite for the subscription

ABB and the subscriber have concluded an end-user software license agreement at the time that the subscriber accepts the conditions stated during installation of the software. This allows the subscriber to use the software in the condition written.

3. Content

ABB shall provide the Subscription Services as outlined below, on Subscription Software for which the subscriber has paid an annual fee. This during a period stated on the order. The subscription period starts at the Delivery Date stated at the order registration.

3.1. Upgrades

ABB will provide the subscriber with upgrades as soon as they become available. The contents of all upgrades shall be decided upon by ABB in its sole discretion. The upgrades for the Subscription Software shall automatically be subject to the end-user software license agreement. The subscriber will be notified and offered upgrades free of charge when available via downloading from the web support portal. Documentation describing changes from the previous version will be provided with each new upgrade.

3.2. Web Support

ABB will provide the subscriber with access to a web support portal. This support portal contains useful information and features such as manuals, technical information, download area and user forum. Detailed information on how to locate and access the web support portal is stated in the product delivery sent by mail.

4. Exclusions

The following services are excluded from these terms, but may be offered separately on request: Installation of distributed upgrades, Software product training, Consulting services and Call Center Support.

5. Software Subscription Service Terms

5.1. Renewal Notification

The subscriber will be notified thirty (30) days before the on-going subscription periods expiration date, that the license and the Software

Subscription Service is about to expire. Notification of the subscriber is done by an automatically generated e-mail called Renewal Notification. The Renewal Notification will also inform the subscriber how to order subscription for the new validity period. The e-mail will be sent to the address stated by the subscriber at the time of order registration.

5.3. Upgrade Notification

The Licensee will be notified and offered new upgrades free of charge when available. Notification of the subscriber is done by an automatically generated e-mail with called Upgrade Notification. The Upgrade Notification will also inform the subscriber how to access and install the new upgrade. The e-mail will be sent to the address stated by the subscriber at the time of order registration.

5.4. Termination

ABB may terminate the Subscription Service, without any judicial intervention, by a written notification to the subscriber, if the subscriber is unable to meet his obligations to pay or if his enterprise is liquidated. This termination will be effective at once. ABB shall not be liable for any damages on account of such rescission.

5.5. Liability

ABB shall not be liable for any special, indirect or consequential damages or losses such as, but not limited to; loss of revenue, loss of use, loss of data, loss of production, costs of capital, or costs caused by interruption of operation suffered by subscriber or by third parties.

5.6. Modification

This Software Subscription Terms and Conditions constitutes the entire agreement of the parties as to the subject matter hereof and supersedes all prior and contemporaneous communications. These terms and conditions can not be modified.