
ABB Device Security Assurance Center – NightWish v1.0 – END USER LICENSE AGREEMENT

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7 Term and Termination

- 7.1 Without limiting its other rights or remedies, ABB may terminate this Agreement (in whole or in part) with immediate effect by giving written notice to you if (i) you are in breach of this Agreement; or (ii) there is a change in the Laws in one or more countries applicable to the performance of the Software that would render the continued performance of the Software illegal, impractical or would otherwise have a material impact (including a cost impact) on the provision of the Software. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled and apply to both parties' respective successors and assignees.
- 7.2 Upon termination or expiration of this Agreement for any reason: (i) You shall uninstall all Software from Your computer systems, and cease use of the Software 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 Agreement which existed at or before the date of termination or expiration.

8 Export control

You shall not export or re-export, directly or indirectly, the Software, in whole or in part. You acknowledge that the Software or any part thereof, are being released or transferred subject to applicable export control laws and you will comply with all applicable export control laws.

9 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Switzerland without giving effect to its choice of law principles. Any dispute, controversy or claim arising out of, or in relation to, this Agreement, 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. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

10 General Provisions

- 10.1 Subcontracting. We are permitted to appoint and use Affiliates and other third parties to perform our obligations or any portion thereof without your prior notification to or consent.
- 10.2 No waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Except as otherwise expressly stated in the Agreement, a delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.
- 10.3 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision

shall be deemed deleted but not affect the validity and enforceability of the rest of the Agreement.

- 10.5 Notices. Any notice given to a party under or in connection with the Agreement shall be in writing and shall be (i) delivered by hand or courier or by pre-paid registered first-class post or special delivery to the address specified in the Order; or (ii) sent by email to the email address specified in the Order. We may in addition provide notices by email or other electronic notification forms available in the used systems to the address then associated to your account on the Portal.
- 10.6 Third party beneficiaries. No one other than a party to the Agreement shall be a beneficiary of the Agreement or shall have any right to enforce any of its terms, unless specified in the Agreement.

11 Definitions and interpretation

Definitions

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"Laws" means any applicable legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, authority, or other relevant body, as amended or re-enacted;

"Personal Data" means any data or information relating to an identified or identifiable natural person and, where required by mandatory applicable Law, any data or information of an identified or identifiable legal entity;

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"Third Party Software" means any computer program (which may include mobile applications), including proprietary, freeware and open source software, that is either licensed (i) to us from a third party, as Third Party Software for use in the Software, or (ii) by you from third parties;

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Interpretation

Any phrase introduced by the terms "e.g.", "including", "include", "in particular", "such as", "for example" or any similar expression, shall be construed as illustrative and shall not introduce an exhaustive list of phrases nor limit the sense of the words preceding those terms.

Annex 1: List of Third Party Software included in version 1.0 of the ABB Device Security Assurance Center – Nightwish.

OSS Name	License type	Link to license page
libpcap	3-clause BSD license	https://www.tcpdump.org/license.html
Winpcap	Winpcap license	https://www.winpcap.org/misc/copyright.htm