END-USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING ALL OR ANY PORTION OF THIS SOFTWARE: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity, referred to as LICENSEE) and ABB S.p.A. - ABB SACE Division (referred to as LICENSOR) for the LICENSE OF THE software product(s) which may include associated software components, media, printed materials, and "online" or electronic documentation. By installing, copying, or otherwise using the software, you agree to be bound by the terms of this EULA. This license agreement represents the entire agreement concerning the program between you and LICENSOR, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the software.

The software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The software is licensed, not sold.

1. GRANT OF LICENSE

The software is licensed as follows:

- **Installation and Use:** LICENSOR grants you the right to install and use copies of the software on your computer running an operating system for which the software was designed.
- Backup Copies: You may also make copies of the software as may be necessary for backup and archival purposes.

Subject to the terms and conditions of this AGREEMENT, LICENSOR agrees to grant a SOFTWARE license to LICENSEE, and LICENSEE agrees to take a license for using the SOFTWARE identified and described in this AGREEMENT. The SOFTWARE may be downloaded from specific web sites of LICENSOR or LICENSOR'S AFFILIATES, as more specifically laid down here below.

"AFFILIATE" shall mean any one or more business entities, which in relation to a party is (are) directly or indirectly: (i) owned or controlled by the party, (ii) owning or controlling the party, or (iii) owned or controlled by the business entity owning or controlling the party, at the relevant time. For the purposes of this definition, a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by the owning and/or controlling business entity.

The SOFTWARE is exclusively designed to manage ABB products.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- **Maintenance of Copyright Notices:** You must not remove or alter any copyright notices on any and all copies of the software.
- **Distribution:** Permission to copy and distribute this software and its documentation, without modification, for any purpose admitted by mandatory applicable law and without fee or royalty is hereby granted. In case of distribution, the present condition shall be distributed together with the software.
- **Prohibition on Reverse Engineering, Decompilation and Disassembly:** You may not reverse engineer, decompile, or disassemble the software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- **Rental:** You may not rent, lease, or lend the software.
- **Support Services:** LICENSOR may provide you with support services related to the software. Any supplemental software code provided to you as part of the Support Services shall be considered part of the software and subject to the terms and conditions of this EULA.
- **Compliance with Applicable Laws:** You must comply with all applicable laws regarding use of the software.

3. COMING INTO FORCE; DURATION OF THE LICENSE; TERMINATION

The LICENSE shall come into force upon downloading the SOFTWARE.

Without prejudice to any other rights, LICENSOR may terminate without notice this EULA in case the LICENSEE fail to comply with the terms and conditions of this EULA. In such event, the LICENSEE must destroy all copies of the software in your possession.

This AGREEMENT may be terminated at any time by one Party with fifteen (15) days previous written notice.

In the event of expiration or termination of this AGREEMENT, however the reason, and subject to any express provisions set out in this AGREEMENT, all rights and licenses shall immediately cease. The SOFTWARE and the setup file and any copies thereof, including modified versions, shall be immediately and permanently removed from the hard drive which it was installed, and all copies of the SOFTWARE in LICENSEE's control shall be destroyed.

4. COPYRIGHT

All title, including but not limited to copyrights, in and to the software and any copies thereof are owned by LICENSOR or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by LICENSOR.

Except for the limited license rights explicitly provided herein, nothing in this AGREEMENT is intended to grant any right to LICENSEE under any software, component, patent, copyright, trademark, trade secret or other intellectual property right.

The LICENSEE shall be obliged to attach the copyright notice of LICENSOR onto any backup copy and to incorporate it into the copy, respectively. LICENSEE shall refrain from removing or modifying an existing copyright notice or registration number from the SOFTWARE or the USER MANUAL.

5. DATA PROTECTION POLICY

In accordance with clause 13 of the Italian Legislative Decree No. 196 of 30 June 2003 (Data Protection Code), the LICENSOR hereby informs the LICENSEE that data provided will be inserted into ABB's electronic database and shall be treated in compliance with data protection legislation; processing will be carried out on paper and electronically to ensure security, protection and confidentiality and will be gathered for the following purposes: (a) to perform the EULA in compliance with the above-mentioned law, for the fulfilment of relevant legislative obligations, (b) to develop new software and/or upgrade the existing ones by using the information provided and/or gathered from the LICENSEE when installing, copying, or otherwise using the software and (c) to be

provided with information on ABB's products and/or services and sales promotion initiatives, participating in sales promotion campaigns and/or advertisement campaigns, participating in prize competitions or games.

In this respect, the LICENSEE is expressly required to provide LICENSEE's consent for the purpose under letter a) above. However, LICENSEE's consent is not mandatory for the treatment of LICENSEE' data as per letter a) above.

Moreover, the LICENSEE is expressly required to provide LICENSEE's consent for the purposes set out under letter b) and/or c) above, i.e. to enable the LICENSOR (and/or its sub-suppliers) to develop new software and/or upgrade the existing ones, to be provided with information on ABB's products and/or services and sales promotion initiatives, to participate in sales promotion campaigns and/or advertisement campaigns, to participate in prize competitions or games and to communicate LICENSEE's personal data to third parties companies and to companies of the Group to which the LICENSOR belongs, abroad and also out of the European Union. The LICENSEE's consent is not mandatory; however, failure to provide LICENSEE's consent will prevent the LICENSEE from benefiting from any of the activities set out under letter b) and/or c) above.

Data collected may be available to LICENSOR's employees and/or non-LICENSOR external freelancers as data controller's assistants for processing the data and may be communicated to third parties companies providing services, including marketing services and to companies of the Group to which the LICENSOR belongs, in Italy and abroad, also out of the European Union, for the purposes above mentioned as external data processors. Under no circumstances shall the data provided be disseminated.

LICENSOR reserves the rights to avail itself of tracking system/use cookies and site referrals about software downloads, software features usage, upgrades and usage for statistical reasons and/or developing new software and/or upgrading the existing ones. LICENSOR does neither collect nor use information to develop and/or create a LICENSEE profile.

The LICENSEE will be entitled to exercise any of the data subject's rights provided under clause 7 of the Data Protection Code without formalities, or by sending an email to software.tools@it.abb.com, asking for data confirmation, source, purposes and methods of processing as well as data update, rectification, integration, deletion, anonymisation provided by law.

For blocking of processing, please follow the procedure below:

- From Control Panel, Open "Add Remove Programs"
- Uninstall e-Design suite
- Open Windows Explorer and navigate to %localappdata%\ABB\e-Design\
- Delete the folder called Database

6. SPECIAL RESTRICTIONS

The LICENSEE shall not (and shall not allow any third party to):

- a) transfer the SOFTWARE or any copy thereof to a third party without imposing the restrictions and obligations under this AGREEMENT to such third party, or making it otherwise accessible to a third party without prior written permission by LICENSOR;
- b) transfer, rent, lease, sale, sublicense, lend or authorize all or any portion of the SOFTWARE to be copied onto another user's computer, except as may be expressly permitted herein.
- c) alter, merge, adapt, translate or modify, the SOFTWARE or create any derivative products;

- d) decompile, reverse-engineer or disassemble, or otherwise reduce the SOFTWARE without prior written permission by LICENSOR, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and/or
- e) remove or alter any product identification, proprietary, trademark, copyright or any other notices on any copies of the SOFTWARE.

LICENSEE must comply with all applicable laws regarding use of the SOFTWARE.

Unless otherwise specifically required under applicable law, the LICENSEE shall not use any unauthorized thirdparty software that intercepts or otherwise collects information from or through the SOFTWARE or its related services including, without limitation, any software that reads area of random access memory.

The LICENSEE shall not decrypt or modify any data transmitted between the installed SOFTWARE and a server, and not use, post, host or distribute macros, cheats, automation software, hacks modification or other programs which would allow modification in the SOFTWARE functioning.

7. THIRD PARTY SOFTWARE AND OPEN SOURCE SOFTWARE

- 7.1. To the extent that SOFTWARE is provided to the LICENSEE for which the LICENSOR has only derived rights to use or so-called open source software (collectively: THIRD PARTY SOFTWARE), the conditions of use of the THIRD PARTY SOFTWARE shall apply with priority. A list of the THIRD PARTY SOFTWARE components and of the respective conditions of use is set out in the User Manual and available on the web site http://www.abb.com/edesign-software.
- 7.2. LICENCEE shall indemnify and hold LICENSOR harmless from and against any claims, cost, expenses which LICENSOR might incur arising from LICENSEE's or LICENSEE's successor's use of THIRD PARTY SOFTWARE.

Any liability or warranty of the licensing authors of the open source software components shall be excluded.

8. SUPPORT SERVICES: AFFILIATES of LICENSOR

- 8.1. LICENSOR may, in its sole discretion, provide support services related to the SOFTWARE. The services may be provided by AFFILIATES or SUBCONTRACTORS of LICENSOR as well and, if LICENSOR provides such support services, it may decide content, extent, frequency and terms of such support services in its sole discretion.
- 8.2. LICENSEE shall implement without undue delay updates or upgrades provided by LICENSOR or AFFILIATES or SUBCONTRACTORS of LICENSOR in relation to the SOFTWARE. LICENSEE may be requested to accept amended terms and conditions in view of the update / upgrade, otherwise the terms of this AGREEMENT shall apply.
- 8.3. Any supplemental software code provided to LICENSEE as part of such support services (e.g. as upgrade) shall be considered part of the SOFTWARE and subject to the terms and conditions of this AGREEMENT unless amended terms and conditions are provided by LICENSOR.
- 8.4. In view of services by AFFILIATES of LICENSOR in relation to the SOFTWARE, the provisions of this AGREEMENT (as amended from time to time as provided herein) shall apply, i.e. in case of support by an

AFFILIATE or SUBCONTRACTORS of LICENSOR in relation to the SOFTWARE the limitations or exclusions of liability as provided herein shall apply in favor of such AFFILIATE/SUBCONTRACTOR. For the avoidance of doubt and in line with Section 3, the preceding sentence shall also apply in view of the SOFTWARE or parts thereof which is/are downloaded from a web site of any of LICENSOR's AFFILIATES.

8.5. The development of any improvements, enhancements or modifications made or relevant to the SOFTWARE shall be LICENSOR's sole right and responsibility.

9. NO WARRANTIES

LICENSOR expressly disclaims any warranty or defect liability whatsoever for the software. The software is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose. LICENSOR does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the software. LICENSOR makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. LICENSOR further expressly disclaims any warranty or representation to Authorized Users or to any third party. The LICENSOR will not grant that an interruption or error will be corrected in a timely manner. No oral or written information or advice given by LICENSOR or AFFILIATES of LICENSOR shall create any warranty of LICENSOR or AFFILIATES of LICENSOR.

10. LIMITATION OF LIABILITY

In no event shall LICENSOR be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of, or inability to use the software, or program defects, even if LICENSOR has been advised of the possibility of such damages. Even in the case of program defects that have been detected and verified, LICENSOR shall only be responsible for repairing the program in a reasonable length of time. In no event will LICENSOR be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. LICENSOR shall have no liability with respect to the content of the software or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

LICENSOR declines all responsibility for either direct or indirect damages, however caused, to the LICENSEE or third parties by use or non-use or late availability of the program, magnetic support or documentation or telephone or e-mail support in view of the Software, including in case of re-sell of the product which contains the Software.

This liability provision shall also apply in case an Affiliated Company of LICENSOR (according to the definition in art. 2359 of the Italian Civil Code) may provide assistance to LICENSEE in view of the Software (e.g. telephone or e-mail service to explain the Software etc.). LICENSEE shall indemnify and hold LICENSOR and its Affiliated Companies harmless from any claims by third parties against LICENSOR or LICENSOR's Affiliated Company/-ies arising from the use, or from support (by LICENSOR or its Affiliated Companies) in view of the Software.

11. DISPUTES RESOLUTION AND APPLICABLE LAW

In case of dispute arising from or in connection with the interpretation or application of the Agreement shall be exclusively settled by the Milan Court. The present Agreement shall be governed by Italian Law.

12. ABB BUSINESS ETHICS

ABB adopts an ethical code called "ABB Code of Conduct" which is available in the web site www.abb.com. Therefore Contractors, Clients, Suppliers, Consultants doing business with ABB are bound to look over it and to uphold and respect the highest ethical standards.

Any violation of our policies will be considered a serious breach of contract/agreement and could result in appropriate actions including contract termination for default.

13. EXPORT CONTROL

In order to comply with national and international foreign trade regulations/laws, the parties will support each other and provide all necessary documentation and information for export control purposes, such as relating to the registration of items to be exported in export control lists or to the final destination and end use of the items. LICENSOR shall not be obliged to perform its obligation under the AGREEMENT in violation of any statutory or internal export control regulations. LICENSOR shall have the right at any time to withdraw from the AGREEMENT, without incurring any liability for either party, if

- the LICENSEE, despite request, does not provide either any or sufficient enough information about the final destination and the end use of the goods;
- LICENSOR obtains knowledge of an unintended end use after tendering or knowledge of any previously unknown person involved in the business and cannot perform the AGREEMENT due to any export control or intra-group regulations;
- the items or services are intended for military end use, civil nuclear use or for use in connection with weapons of mass destruction or for missiles capable of delivering such weapons; substantive evidence shall be sufficient to prove this intent; or
- a possibly illegal or unlicensed export or an infringement of embargo rules cannot be fully ruled out.

According to Articles 1341 – 1342 of the Italian Civil Code, we declare to specifically approve the clauses here below:

- 10 Limitation of Liability;
- 11 Dispute resolution and Applicable Law.