

## ABB Emergency Lighting Configurator END-USER LICENSE AGREEMENT

The ABB EMERGENCY LIGHTING CONFIGURATOR is an application available on tablet and computer intended for internal teams, distributors, installers, design offices, in order to allow them to select the products necessary for their project and to implement them on the plan of the customer's building on the basis of EN1838.

Please read the terms of this End User License Agreement carefully before accessing or using the ABB Emergency Lighting Configurator Application.

If you do not agree with these terms, you must not (i) access, activate or otherwise use the ABB Emergency Lighting Configurator Application or (ii) agree to this Agreement and you must promptly return all unused media, documents and proof of title to the party from whom you obtained them. If the ABB Emergency Lighting Configurator Application has been downloaded or installed in any other way, please destroy all copies of the Application.

This End User License Agreement ("Agreement") is an agreement between you and ABB Limited, registered office Daresbury Park, Daresbury, Warrington Cheshire WA4 4BT ("ABB") regarding the use of the ABB Emergency Lighting Configurator Application and not with any other party, including a party from which you downloaded the Software. The terms and conditions in this Agreement apply to your use of the ABB Emergency Lighting Configurator Application.

By (i) downloading, installing, accessing, activating or otherwise using the ABB Emergency Lighting Configurator Application or (ii) agreeing to this Agreement, including clicking the "Accept" button, you confirm that you:

- Accept the terms and conditions of this Agreement.
- Represent and warrant that you have the legal power and authority to enter into this Agreement and that if Licensee is a legal entity, this Agreement is being entered into by an employee who is an electrical installation professional with full authority to bind such legal entity to this Agreement.
- As a user of the ABB Emergency Lighting application, you agree to have all plans, documents, etc. issued by the ABB Emergency Lighting Configurator Application validated by a competent authority before finalizing your customers' installation diagrams.

If you fail to comply with this obligation of validation by a Control Office, only you will be held responsible, ABB declining any responsibility for any cause whatsoever.

You acknowledge that you are solely responsible for your use of the ABB Emergency Lighting Configurator Application and any information you enter into the ABB Emergency Lighting Configurator Application as Project Data or Customer Data. You must conduct each project in accordance with the current aspects of applicable UK regulations and standards.

### 1. PROVISION OF SERVICES

- 1.1 Subject to the terms of this Agreement and the Description of Services and, in particular, subject to You activating the ABB Emergency Lighting Configurator Application, ABB (i) provides the Services or makes the Services available to You in accordance with this Agreement, (ii) applies commercially reasonable safeguards, including technical and organizational measures, to provide an adequate level of security and protection of

the Project Data and Customer Data against accidental or unlawful destruction, loss, alteration and unauthorized disclosure of the Project Data and Customer Data and to protect such data.

1.2

- 1.2 The Services provided to you as part of the ABB Emergency Lighting Configurator Application are set forth in the Description of Services. ABB may unilaterally modify the Services as it deems necessary and change or delete features or functionality of the Services or the ABB Emergency Lighting Configurator Application. These changes may, for example, be necessary to comply with current legislation or safety requirements. ABB advises You to notify ABB of any technical problems that may arise while You are using the ABB Emergency Lighting Configurator Application by e-mail describing the problem to [global-EMLconfig-support@abb.com](mailto:global-EMLconfig-support@abb.com).

ABB MAKES NO WARRANTIES, REPRESENTATIONS OR LIABILITIES IN CONNECTION WITH SUCH EXTERNAL CONTENT AND YOU AGREE NOT TO MAKE ANY CLAIMS WHATSOEVER IN CONNECTION WITH THIS AGREEMENT AGAINST ABB WITH RESPECT TO SUCH EXTERNAL CONTENT.

## 2. SOFTWARE

- 2.1 Except as otherwise provided, when ABB provides the Software to you as part of the ABB Emergency Lighting Configurator Application, ABB grants you a non-exclusive, non-transferable, royalty-free license to use the Software to use the ABB Emergency Lighting Configurator Application.
- 2.2 You may not access, copy, modify, make available to the public or otherwise exploit or use the Software, including its source code. You may not remove or attempt to remove any Software that is integrated with the ABB Emergency Lighting Configurator Application or use such Software in any manner separate from or unrelated to the ABB Emergency Lighting Configurator Application or the Services. You agree not to attempt to decompile, disassemble or reverse engineer the Software and you shall not merge, modify, integrate, reproduce or otherwise alter it in combination with any other software, except to the extent that such actions are explicitly permitted by applicable law.
- 2.3 You shall not attempt to make any part of the Software available to any third party or otherwise permit any third party to access the Software, except as strictly necessary to implement the Software and, in all circumstances, under its direct responsibility.
- 2.4 ABB may remotely install updates or upgrades to the Software with or without notice. ABB may also advise you to install updates or upgrades to the Software and your infrastructure or software. Updates and upgrades are governed by the terms of this Agreement. Notwithstanding the foregoing, except to the extent specifically provided otherwise in this Agreement, ABB shall have no obligation to provide any update or upgrade.
- 2.5 You are solely responsible and liable for any software or Third-Party Software that you connect to or use with our Software, and you must comply with all applicable third-party terms and conditions, including any end user license agreement associated with such Third-Party Software. If you obtain Third Party Software through ABB as specified in an order, you must comply with the terms and conditions of the third party, including the third-party license agreement attached to or referenced in the order regarding the Third-Party Software. ABB assumes no liability in connection with such Third-Party Software.

## 3. YOUR RESPONSIBILITIES

- 4.1 You shall:
  - (i) cooperate with ABB in all matters relating to the ABB Emergency Lighting Configurator Application,

- (ii) provide ABB with such information and documents as ABB may reasonably request in order to provide the Services and/or Software and ensure that such information is accurate, timely and complete in all material respects,
- (iii) obtain and maintain in effect all licenses, permits,
- (iv) obtain and maintain all licenses, permits, filings and agreements (including the consent of individuals, where you provide Personal Information to ABB) that may be required in connection with the Project Data, the Customer Data and the software and content provided by you,
- (v) when using External Content, comply with the respective terms of use, and the license terms and conditions associated with the External Content
- (vi) promptly install the necessary software and any updates or upgrades provided by ABB (in accordance with the associated specifications and instructions) on your computer system and/or tablets (as applicable),
- (vii) comply with any other obligations indicated to you by ABB,
- (viii) comply with ABB's reasonable instructions regarding the proper use of the Services or Software that may be given to You in particular cases,
- (ix) comply with the law, in particular when providing Project Data and Customer Data,
- (x) maintain the ABB Emergency Lighting Configurator Application in good working order so as to ensure the proper aggregation of data from such ABB Emergency Lighting Configurator Application, and
- (xii) not disclose to any unauthorized person any information that is not public, features or data that is designated as confidential at the time of disclosure or that is recognizable as confidential in nature.

4.2 You agree to abide by the terms of the ABB Acceptable Use Policy.

4.3 If ABB's performance of any of its contractual obligations is prevented or delayed by any act or omission on your part, including a breach of the Agreement or failure to perform any of your obligations ("Customer Default"), ABB shall have the right, without limiting its other rights or remedies, to suspend performance of the Services until you remedy the Customer Default.

4.4 Security. ABB has implemented and maintains a formal cybersecurity and information program that includes commercially reasonable organizational and technical measures to protect the Cloud, Software from security breaches, unlawful destruction, disclosure or unauthorized access. Except to the extent explicitly stated otherwise in the Agreement, you are responsible for (i) providing and ensuring the ongoing provision of a secure remote connection and (ii) establishing and maintaining the security of your systems, hardware and software, particularly those that connect directly or indirectly with the Services, the Software or the Cloud. In addition, and except as otherwise expressly provided in the Agreement, you shall without undue delay fully and accurately implement any updates or upgrades to the Software provided by the relevant Supplier or ABB, as applicable.

#### 4. PROPRIETARY RIGHTS, DATA USE AND RESTRICTIONS

5.1 As between the parties, all right, title and interest, including Intellectual Property Rights, associated with the Project Data and Customer Data are and shall remain solely with You and Your licensors.

5.2 ABB may use Your data for marketing and research purposes when it is anonymized. ABB may also use Your Data for non-marketing purposes, including to improve ABB's quality of service, and to test and optimize the ABB Emergency Lighting Configurator Application for future updates.

5.3 During the term of the Services, you may provide Feedback to ABB. ABB shall exclusively own all right, title and interest, including Intellectual Property Rights, in and to such Feedback. In the event that the Intellectual Property Rights associated with the Feedback are deemed, for any reason, not to be exclusively owned by ABB, you agree to execute, transfer and convey to ABB and assign, transfer and convey to ABB all right, title and interest, including the Intellectual Property Rights, associated with

such Feedback, and agree to reasonably cooperate with ABB, at ABB's expense, to perfect such rights. Although ABB does not wish to receive your pre-existing Intellectual Property Rights with respect to such Feedback, you grant ABB and its affiliates a fully paid-up, royalty-free, non-exclusive, irrevocable worldwide license and right, without accounting, to do or have done the following: (i) use, make, cause to be made, make available, sign, copy, merge, reproduce, prepare derivative works, enhancements and other modifications, license, sublicense, market, distribute (internally or externally), display and perform all or any part of the Feedback, alone or in any other combination, and (ii) authorize third parties to perform any of the foregoing actions.

- 5.4 During the term of the Agreement, you will be able to access and export Project Data.
- 5.5 As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the ABB Emergency Lighting Configurator Application, the Services, the Software or other ABB Intellectual Property Rights (collectively and for the purposes of Clauses 5.5 and 5.6, referred to as "ABB Content ") shall be and remain the exclusive property of ABB or its licensors. You have no rights in connection with ABB Content other than those expressly granted under this Agreement.
- 5.6 You shall not:
- (i) use the ABB Content for any third-party use, including licensing, sublicensing, sale, resale, rental, transfer, assignment, distribution, disclosure or other commercial exploitation,
  - (ii) modify, tamper with, repair or make derivative works based on ABB Content,
  - (iii) copy, reproduce, publish, reverse engineer, attempt to derive source code, modify, disassemble, decompile or create derivative works based on ABB Content,
  - (iv) use ABB Content for any other purpose whatsoever, including but not limited to (iii) copy, reproduce, publish, reverse engineer, attempt to derive source code from, modify, disassemble, decompile or create derivative works of the ABB Content (except to the extent that applicable law prohibits restrictions on reverse engineering and then only to the extent permitted by such law),
  - (v) copy any idea, feature, function or illustration in the ABB Content,
  - (vi) access or use the ABB Content in a manner that avoids incurring fees or exceeds usage limits or quotas, or circumvents or renders useless any usage restriction features contained in the ABB Content; or
  - (vii) remove, obscure, alter or displace the proprietary notices of ABB and its licensors. Use of ABB Content other than as specifically authorized in this Agreement is expressly prohibited.

## 5. GUARANTEE AND INDEMNIFICATION OF THE CUSTOMER

You shall indemnify and hold ABB harmless from and against any and all costs, claims, demands, liabilities, expenses, damages or losses arising out of (i) any actual or alleged infringement under any legislation of third-party Intellectual Property Rights or other rights arising out of any Project Data or Customer Data, (ii) any breach by You of the Applicable Usage Rules, or (iii) any other breach of this Agreement by You.

## 6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY TERMS AND CONDITIONS TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ABB BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR BREACH OF STATUTORY DUTY OR OTHERWISE IN CONNECTION WITH A CONTRACT, EVEN IF ABB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (I) LOSS OF PROFITS (I) LOSS OF PROFITS, SALES OR BUSINESS, AGREEMENTS OR CONTRACTS, ANTICIPATED SAVINGS, TURNOVER OR GOODWILL, (II) BUSINESS INTERRUPTION OR LOSS OR CORRUPTION OF DATA, (III) COST OF SUBSTITUTE PRODUCTS OR SERVICES, (IV) ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (V) OTHER LOSSES OR DAMAGES, INCLUDING DIRECT DAMAGES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES AND THE SOFTWARE IS AT YOUR OWN RISK. NOTWITHSTANDING CLAUSE 1.1, ABB PROVIDES THE SERVICES AND SOFTWARE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR SUPPORT SERVICES AND SOLELY FOR THE PURPOSES CONTEMPLATED BY THIS AGREEMENT. ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND ABB DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE SERVICES AND SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES OR SOFTWARE WILL BE AVAILABLE WITHOUT INTERRUPTION, FREE OF ERRORS OR HARMFUL COMPONENTS, OR THAT THE REPORTS PROVIDED ARE ACCURATE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF TRADE USAGE.

ABB SHALL NOT BE LIABLE FOR ANY FAILURE BY YOU TO HAVE ANY DRAWINGS, DIAGRAMS OR OTHER DOCUMENTS ISSUED BY THE ABB EMERGENCY LIGHTING CONFIGURATOR APPLICATION VALIDATED BY AN INSPECTION AGENCY. YOUR SOLE RESPONSIBILITY WILL BE ENGAGED.

## 7. SUSPENSION

ABB may suspend the Services or Your connection to the Cloud, in whole or in part if ABB determines that Your use of the Services or Your connection to the Cloud (i) causes a security risk to the Services, the Cloud, or a third party, (ii) may adversely affect the operation of the Services, the Software, the Cloud (iii) violates any law or causes a risk that ABB is or will be in violation of any law or (iv) may give rise to liability for ABB or a third party. In addition, ABB may suspend the Services, Your connection to the Cloud, under the circumstances set forth in the Acceptable Use Policy.

## 8. CANCELLATION

9.1 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 have acted in breach of this Agreement, (ii) the law applicable to the operation of the Service is amended in one or more countries which would make the continued operation of the Service unlawful, impracticable or otherwise materially affect (including cost) the provision of the Services.

9.2 Upon termination or expiration of this Agreement for any reason,

- (i) You must uninstall the ABB Emergency Lighting Configurator Application and all Software from Your computer systems and/or tablets, and cease using the ABB Emergency Lighting Configurator Application and Software and, if requested by ABB, provide ABB with evidence to support such,
- (ii) ABB may disconnect Your access to the Services, Software after the effective date of termination or expiration, and
- (iii) the vested rights, remedies, obligations and liabilities of the parties upon termination or expiration shall not be affected thereby, including the right to seek damages in connection with any breach of the Agreement that existed on or before the date of termination or expiration.

9.3 It is Your responsibility to export the Project Data and Customer Data prior to the effective date of termination or expiration in accordance with the methods and to the extent described by ABB in the Description of Services. After the expiration of this period, ABB shall delete the Project and the Customer Data.

9.4 The terms and conditions relating to limitation of liability (clause 8), warranty and indemnification of Customer (clause 7), limitations on Customer's use of the Software license (clauses 2.2 and 5.6), the terms and conditions relating to Customer's Intellectual Property Rights (clause 5.1) and the terms and conditions relating to ABB's Intellectual Property Rights (in particular clauses 5.1, 5.4, 5.6, 5.7) shall survive termination of the Agreement.

## 9. EXPORT CONTROL

You shall not export, directly or indirectly, any technical data acquired from ABB under the Agreement (or any product, including software, incorporated into such data) without complying with any applicable export control laws, including U.S. export laws, to any country for which the government or any administration thereof requires at the time of export a license or other official authorization without first obtaining such license or authorization. In particular, the ABB Emergency Lighting Configurator Application may not be exported (a) to any country embargoed by the United States or (b) to any person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's list of Prohibited Persons or Entities. By using the ABB Emergency Lighting Configurator Application, you represent and warrant that you are not located in such a country and are not on such a list. You also agree not to use the ABB Emergency Lighting Configurator Application for any purpose prohibited by law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

## 10. APPLICABLE LAW AND JURISDICTION

11.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or relating to its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of law's provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

11.2 Any dispute, controversy or claim arising out of the Agreement, including its validity, invalidity, breach or termination, shall be resolved by the competent courts of London, England.

11.3 No delay in the exercise or non-exercise by ABB of any of its rights under or in connection with the Contract shall operate as a waiver or release of that right, and any waiver or release subsequently granted in writing by ABB shall not be construed as a waiver in respect of any other or further failure whether of similar or otherwise.

## 11. GENERAL CLAUSES

12.1 Force Majeure. ABB shall not be in breach of the Agreement and shall not be liable for any delay in performance or failure to perform any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond ABB's reasonable control, including, without limitation:

- (i) acts of God, floods, droughts, earthquakes or other natural disasters,
- (ii) epidemics or pandemics,
- (iii) terrorist attacks, civil wars, cyber-attacks, civil disturbances or riots, wars, threats or preparations for war, armed conflicts, imposition of sanctions, embargoes or breakdown of diplomatic relations,
- (iv) biological,
- (v) any law enacted, or action taken by any government or official body, including, without limitation, imposing import or export restrictions, quotas or bans, or failure to obtain any necessary license or permit, collapse of buildings, fire or explosion and
- (vi) labour disputes, strikes, industrial action or lockouts.

## 12.2 Protection of your data

The parties agree that ABB is the controller of Your data, which ensures compliance with the applicable data protection legislation, in particular the legality of the processing of personal data. ABB maintains Your data on its servers in accordance with ABB's Data Protection Policy and ensures compliance only with those obligations under applicable data protection legislation that are specifically directed to data processors and acts in accordance with Your legal instructions. ABB personnel engaged in the Processing of Personal Data are made aware of the confidential nature of the Personal Data, have received appropriate training regarding their responsibilities and have signed a written confidentiality agreement. ABB may, and You agree not to withhold or delay providing Your consent

as necessary, to any modification of this Data Protection Clause or any additional data processing or protection agreement that, in ABB's reasonable opinion, is necessary to comply with applicable data protection laws and regulations or instructions from any relevant supervisory authority and their application to the services provided by ABB.

#### 12.3 Protection of Project Data and Customer Data

The parties agree that You are the controller of the Project Data and Customer Data, ensuring compliance with applicable data protection legislation and, in particular, the legality of the processing of personal data. ABB maintains personal data on the Cloud on Your behalf in accordance with ABB's Data Protection Policy and ensures compliance only with obligations under applicable data protection legislation specifically directed to processors and acts in accordance with Your legal instructions. ABB personnel involved in the Processing of Personal Data are made aware of the confidential nature of such data, have received appropriate training regarding their responsibilities and have signed a written confidentiality agreement. You or your staff, engaged in the Processing of Personal Data of Project Data and Customer Data, are informed of the confidential nature of the Personal Data of Project Data and Customer Data and are bound by an obligation of confidentiality. You and Your personnel shall ensure compliance with applicable data protection legislation, in particular the lawfulness of the processing of personal data, and You agree not to withhold or delay the provision of Your consent if required, to any amendment to this data protection clause or any additional processing or data protection agreement that ABB reasonably believes is necessary in order to comply with applicable data protection legislation and regulations and the instructions of any relevant supervisory authority and their application to the services provided by ABB. In accordance with Clauses 7 and 8 of this Agreement, ABB shall not be liable for any failure by You and/or Your personnel to comply with applicable data protection legislation.

#### 12.4 Subcontracting.

Subject to applicable law, ABB is authorized to subcontract or otherwise delegate all or part of the performance of its obligations under the Agreement to any Affiliate, contractor or other third party without Your prior written consent.

#### 12.5 Updating.

ABB reserves the right, at any time and from time to time, to update, revise, supplement and otherwise modify this Agreement. Such updates, revisions, supplements and other modifications shall be effective immediately upon the earlier of (i) notification to Your address or (ii) publication on <https://emergency-lighting-configurator.abb.com/>. Your continued use of the ABB Emergency Lighting Configurator Application shall be deemed acceptance of such updates, revisions, supplements and other modifications by you. If you do not agree to these updates, revisions, supplements and other changes, please discontinue use of the Services and uninstall the ABB Emergency Lighting Configurator Software and Application.

#### 12.6 Autonomy of clauses.

If any provision or portion of any provision of this Agreement shall be or become invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such amendment is not possible, the clause or part of a clause concerned shall be deemed to be deleted. Any modification or deletion of any provision or part thereof hereunder shall not affect the validity and enforceability of the remainder of this Agreement.

#### 12.7 Notifications.

Any notice given to a party in connection with this Agreement shall be in writing and shall be (i) delivered by registered letter or special delivery to its registered office (if it is a company) or principal place of business (in all other cases).

#### 12.8 Third Party Beneficiaries.

No person other than a party to this Agreement shall have the benefit of this Agreement or the right to enforce any of its terms, except as otherwise provided in the Agreement.

12.9 Survival.

Those provisions of the Agreement which by their nature are intended to survive the termination, cancellation, completion or expiry of the Agreement, including but not limited to any expressed limitations of liability or release from liability, shall continue as valid and enforceable obligations and rights of the Parties notwithstanding any such termination, cancellation, completion or expiry of the Agreement.

12. Definitions and interpretation

"ABB "	means ABB Limited, registered office Daresbury Park, Daresbury, Warrington Cheshire, WA4 4BT under number registration 03780764.
"ABB Data Protection Policy"	means the ABB Data Protection Policy available at <a href="https://new.abb.com/privacy/corporate-rules">https://new.abb.com/privacy/corporate-rules</a> , which may be updated from time to time by ABB.
"Acceptable Use Policy"	means ABB's Acceptable Use Policy, available at <a href="https://emergency-lighting-configurator.abb.com/">https://emergency-lighting-configurator.abb.com/</a> or provided separately and as may be updated by ABB from time to time.
"Affiliate"	means any organization, whether incorporated or not, which now or hereafter, directly or indirectly, controls, is controlled by, or is under common control with, any party by virtue of holding at least 50% of the voting power or capital or by controlling the constitution of the board of directors and voting at board meetings.
"ABB Emergency Lighting Configurator Application"	means the free tablet or computer application including Services and Software dedicated to customers and internal teams for their Projects.
"Client"	means Your client located in the UK for whom You are performing a Project.
"Customer Data"	means (i) Customer Data that is created, collected, held and controlled by you while using the ABB Emergency Lighting Configurator Application, including Project Data, maintained on the Cloud in accordance with the Agreement.
"Customer Default"	has the meaning set forth in Section 4.3.
"Feedback"	means, with the exception of Project Data, Customer Data or Your Marks, all information, statements, comments or observations of correction, evaluation or observation regarding any incident, action, event, procedure or other content or item prepared or otherwise provided by You to ABB in connection with the Services, the Software or the ABB Emergency Lighting Configurator Application.
"Intellectual Property Rights"	means (a) inventions, patents, utility models, copyrights, moral rights, mask rights, database rights and trademark rights, trade names, designs, drawings, know-how and disclosures of inventions (whether registered or not), (b) applications for registration



and the right to apply for registration of any of these rights and (c) all other intellectual property rights or similar forms of protection existing anywhere in the world.

"Legislation"	means any applicable legislation, regulation, code of practice, guidance or other requirement of any government, official or regulatory agency, authority or other body having jurisdiction, in the latest version in effect or in force.
"Personal Data"	means any data or information of an identified or identifiable natural person.
"Project"	means any particular project for which you will use the ABB Emergency Lighting Configurator Application to select your ABB products and make a layout for your customer's building. Based on the templates of the ABB Emergency Lighting Configurator Application, a Project includes the list of ABB documents, the layout diagram, and the bill of materials needed.
"Project Data"	means the technical documents that you generate, based on the ABB Emergency Lighting Configurator Application templates, using the ABB Emergency Lighting Configurator Application, for a Project maintained in the Cloud pursuant to the Agreement.
"Description of Services"	means the most current documents describing and characterizing the Services available at <a href="https://emergency-lighting-configurator.abb.com/">https://emergency-lighting-configurator.abb.com/</a> as amended from time to time.
"Services"	means the services to be provided or made available by ABB to your address described in the Description of Services. All drawings, documents, etc. issued by the ABB Emergency Lighting Configurator Application must be validated by a Control Office before finalizing the installation scheme of your customers.
"Software"	means all computer programs (which include the ABB Emergency Lighting Configurator Application, or Cloud-based Software e) provided (or to which access is given) by ABB under this Agreement as part of or in connection with the Services, including any modifications, updates, upgrades, new versions or releases and derivative works, and any associated documentation but excluding Third Party Software.
"Third Party Software"	means any computer program (which may include mobile applicable), including proprietary software, freeware and open-source software, which is either licensed (i) to ABB from a third party, identified in an order as Third-Party Software and sublicensed to you as part of the Services, under separate terms and conditions, or (ii) by you from third parties.
"You" and "your"	means the competent representatives of the Electrical Professional party to this Agreement and who will be able to handle and install the electrical component in order to commission the final electrical installation in accordance with the relevant standards and regulations.

"Your data"

refers to the Personal Data that concerns you and that are indicated hereafter: your name, your first name, your email address, your telephone number, your login number and the name, address, telephone number and email address of Your company.

#### Interpretation

Any phrase introduced by the words "including," "includes," "in particular," "such as," or followed by "e.g.," or a closely related phrase shall be construed as illustrative and shall not introduce an exhaustive list of phrases or limit the meaning of the words preceding such terms. The singular includes the plural, and vice-versa where the context requires and words indicating one gender include all genders.