

DriveAP

Licence Agreement

ABB Oy
Drives
P.O.Box 184
FIN-00381 Helsinki
FINLAND

Code 3BFE 64554361



THANK YOU FOR YOUR PURCHASING THIS ABB PRODUCT. IT IS IMPORTANT THAT YOU CAREFULLY READ THIS NOTICE. BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. IF YOU DO NOT ACCEPT OR AGREE TO THESE TERMS YOU SHALL, WITHIN FIFTEEN (15) DAYS, RETURN THIS ENTIRE PACKAGE UNUSED AND UNOPENED TO ABB OY FOR A FULL REFUND.

SOFTWARE LICENCE AGREEMENT

ABB Oy grants you a non-exclusive, non-transferable licence to use this copy of the program and the accompanying documentation according to the following terms:

LICENCE:

You may:

- install the program on only a single computer;
- make one (1) copy of the program in machine readable form solely for backup purposes, provided that you reproduce all proprietary notices on the copy; and
- physically transfer the program from one computer to another, provided that the program is used on only one computer at a time.

You may not:

- use the program on more than one computer or workstation at a time in a network or a multi-user system;
- modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for the backup copy) the program or the accompanying documentation;
- 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 Oy; or
- remove any proprietary notices, labels, or marks on the program and accompanying documentation. This licence is not on sale. Title and copyrights to the program, accompanying documentation and any copy made by you remain with ABB Oy. Unauthorized copying of the program or the accompanying documentation, or failure to comply with the above restrictions, will result in automatic termination of this licence and will make available to ABB Oy other legal remedies.

LIMITED WARRANTY AND DISCLAIMER

ABB Oy 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 distribution media on which the program is furnished under normal use will be free from defects in materials and workmanship and the program under normal use will perform without significant errors that make it unusable. ABB Oy's entire liability and your exclusive remedy under this warranty (which is subject to your returning the program to ABB Oy with a copy of your receipt) will be, at ABB Oy's option, to attempt to correct or help you around errors with efforts which ABB Oy 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.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ABB OY MAKES AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH YOU, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ABB Oy does not warrant that the operation of the program will be uninterrupted or error free.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ABB OY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOST PROFITS OR OPERATIONS, COST OF CAPITAL OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING FROM THE USE OF THE PROGRAM OR ACCOMPANYING DOCUMENTATION, HOWEVER CAUSED AND UNDER ANY LEGAL THEORY. THIS LIMITATION WILL APPLY EVEN IF ABB OY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE LICENCE FEE REFLECTS THIS ALLOCATION OF RISK.

GENERAL

This Agreement will be governed by the laws of Finland. This Agreement is the entire agreement between us and supersedes any other communications or advertising with respect to the program and accompanying documentation. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

Any disputes or differences which may arise out of or in connection with this program or its use, shall be settled in the Helsinki City Court in accordance with Finnish Law.