

ABB GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF IT SERVICES
SOFTWARE LICENSE SCHEDULE

1. ADDITIONAL DEFINITIONS

In addition to the definitions set out in Clause 1 of the GTC, the following definitions shall apply in this Service Specific Schedule:

"Documentation": means the documentation provided to Customer by Supplier in connection with the Software, including the Specification and any user manuals or other materials in any format provided under the Contract, and including any documentation described in the Order;

"Licence": means the licence granted under Clause 4.2;

"Licence Term": means the term of the Licence, as specified in the Order;

"Maintenance Release": means a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software.

"Modification": means any Maintenance Release or Customer specific modification.

"Use": means, with respect to the Software, the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display) and otherwise use the Software; and

"Warranty Period": means the twelve (12) month period from the acceptance of the Software or Modification, or such other period as may be specified in the Order.

2. APPLICATION OF THIS SERVICE SPECIFIC SCHEDULE

This Service Specific Schedule shall apply to any Software to be supplied by Supplier, as set out in the Order.

3. DELIVERY AND INSTALLATION

3.1 By no later than the relevant date specified in the Order:

3.1.1 during Customer's normal business hours (or as otherwise instructed by Customer) Supplier must deliver the Software and the Documentation to the Customer premises at each address specified in the Order, or otherwise make the Software and Documentation available to Customer, in the manner specified in the Order;

3.1.2 if required by Customer, Supplier must install one (1) copy of the Software on the Customer hardware at each of the addresses specified in the Order in accordance with Customer's reasonable directions; and

3.1.3 Customer may require acceptance testing of the Software and the installation if specified in the Order.

4. IRP OWNERSHIP AND LICENCE

4.1 Notwithstanding Clause 10 of the Conditions, Customer acknowledges and agrees that the Software and any Modifications and any Intellectual Property Rights therein, shall be the property of Supplier.

4.2 Except as otherwise provided in the Order with a specific reference to this Clause 4.2 and Clause 4.3 below, Supplier grants to Customer and to each member of the Customer Group, during the Licence Term, a worldwide, royalty-free, non-exclusive licence to:

4.2.1 Use the Software and Documentation in relation to any business activity of the Customer Group;

4.2.2 configure the Software in accordance with the configuration tools forming part of the Software; and

4.2.3 make as many copies of the Software and the Documentation as Customer considers necessary to make full Use of the Software or for backup or security purposes.

4.3 Customer may grant a sub-licence of its rights under Clause 4.2 to any Third Party Provider for the purpose of such Third Party Provider providing any goods, software and/or services to the Customer Group.

4.4 Customer acknowledges that it has no right, title or interest in the Software or the Documentation except as set out in the Contract.

4.5 Except as permitted under the Contract, Customer must not:

4.5.1 distribute, sub-licence or otherwise transfer all or any part of the Software to any other person;

4.5.2 use the Software as a service bureau or in any similar activity for the benefit of any person who is not a member of the Customer Group;

4.5.3 reverse engineer, decompile or disassemble the Software except as permitted by applicable laws; or

4.5.4 remove, obliterate or alter any copyright, proprietary or similar notices on the Software.

5. REMOTE ACCESS

5.1 If Customer provides Supplier with remote access to the Software in order to provide the Services, Supplier must:

5.1.1 only remotely access the Software for the purposes of providing the Services;

5.1.2 comply with Customer's remote access policy; and

5.1.3 ensure that any usernames and/or passwords provided by Customer are kept secure and confidential at all times and are not disclosed to any person (other than the members of Supplier's Team involved in the provision of the Services) without the prior written consent of Customer.

6. SOFTWARE WARRANTIES

6.1 In addition to any warranties given by Supplier in the GTC, Supplier represents, warrants and undertakes that the Software as a whole and any individual Modification will:

6.1.1 during the Warranty Period, be free from any material defects;

6.1.2 be fit for any purpose for which Customer has specified it will use the Software and/or for which Supplier has represented to Customer the Software is fit;

6.1.3 during the Warranty Period, comply with and perform in accordance with the Documentation; and

6.1.4 be compatible and interoperate with Customer's existing computer systems as described in the Order.

6.2 Without limiting Clause 6.1, Supplier represents, warrants and undertakes that each Modification will not degrade the functionality, performance or security of the Software.

6.3 Supplier warrants and undertakes that any Modification shall provide backward compatibility to ABB installed systems.

6.4 Supplier warrants and undertakes that, when delivered to Customer or otherwise implemented by Supplier under the Contract:

6.4.1 it will use up-to-date, industry accepted anti-virus software to check for and prevent any Malicious Software or viruses being introduced into the Software as a whole or any individual Modification; and

6.4.2 it will co-operate with Customer to mitigate the effect of any Malicious Software or viruses found in the Software as a whole or any individual Modification.

6.5 Supplier represents and warrants that it has obtained, and undertakes that it will maintain during the Licence Term, all consents, licences and permissions required by it to perform its obligations under the Contract.

6.6 The remedies set out in Clause 6.2 of the Conditions shall apply.

