

Carel Freeware

GENERAL CONDITIONS OF THE FREE SOFTWARE LICENSE AGREEMENT

IMPORTANT – READ THE FOLLOWING GENERAL TERMS AND CONDITIONS CAREFULLY

These general conditions of the software license agreement apply exclusively to the software, better described hereto, which Carel Industries S.p.A. ('Carel') declares they will make available for free use (jointly or individually hereinafter referred to as the 'Software'). These general conditions are considered as known and accepted in full at the time of use of either Software, or part thereof, in any way. As such, should the user ('User') not wish to accept these general conditions of the license agreement, he must abstain from making any use in any way, shape or form of the Software licenses herewith free of charge.

1 License

1.1 Carel hereby grants the User, who accepts, the free non-exclusive license to use either or both of the following types of Software on an open-ended basis. Said licence may be freely transferrable in accordance with the terms and conditions specified herein.

1. **Application 'A'**: Standard software – non-changeable – available on the web page of the internet site www.carel.com/ ('**KSA Platform**');
2. **Application 'B'**: customisable software – including the making available of the relevant source code free of charge, sent by e-mail, File Transfer Protocol ('FTP'), etc.
3. **Application 'C'**: Update software' relative (i) to Applications A and B above, and (ii) to the further Carel software product named 'The tools' (development software), available for download, according to the type, from the KSA platform or via e-mail, FTP, etc..

1.2 The Software license concerns the following rights: (i) installation, (ii) use, and (iii) reproduction of an unlimited number of copies of Software, in addition to – limited to Application 'B' – (iv) use of the source code in order to adapt the Software to the User's needs, although within the limits of the purpose of the Software and/or Products for which the Software is intended, in accordance with Art. 1.4 below. All instructions and technical specifications in relation to the installation and use of the Software can be obtained directly from the website www.carel.com and/or ksa.carel.com.

1.3 Software installation according to the User's requirements, is at the exclusively responsibility, risk, expense and liability of the User.

1.4 Carel informs the User that the Software has been created to run Carel products (hereinafter the '**Products**'). Said Products are intended for use in the sectors of refrigeration, air-conditioning and humidification.

1.5 Carel also informs the User that Software products cannot generally be developed in such a way that they should function without error in all possible and potential applications and uses. Furthermore, the updated versions of the Software may introduce new errors not present in the previous version. The User agrees with Carel and accepts that the Software may contain errors. The User therefore hereby waives any claims with this regard against Carel.

1.6 In order to prevent damages to himself and third parties, the User undertakes to carry out careful checks and controls both prior, during and after each significant operation, and to keep specific, detailed records in order to note and avoid any possible Software malfunction in a timely manner.

1.7 The User accepts: (i) the possibility that the Software may contain errors; (ii) his obligation to implement suitable checks and controls; (iii) the fact that Carel does not declare its Software suitable for any particular purpose or result other than that specified in Art. 1.4 above. This is a necessary condition for the validity of this license.

2 Limits to the license agreement

2.1 Without prejudice to the provisions of Art. 3 below and without prejudice to prior written authorisation being granted by Carel, the User is not authorised to examine, change, adapt, translate, incorporate into another programme and carry out, or allow third parties to carry out reverse engineering, dismantling, de-compilation/decoding of the Software, nor attempt to discover the source code in any other way, with the exception of the cases where current law specifically permits such. This is without prejudice to the fact that the information supplied by Carel or obtained by the User in other ways within the limits stated by this Article, may only be used for the purposes described herein and may not be disclosed to third parties or used to create software that is substantially similar to the concept of the Software.

2.2 The User also declares that he is aware of the possibility that Carel should suspend or definitively interrupt, at its own discretion, this license.

3 Free license agreement for the source code of Application B

3.1 The free license agreement for the Application 'B' Software also includes the free license for the source code, available at the discretion of, and following request submitted to CAREL. This will allow the User himself to adapt the Software to meet his own requirements.

3.2 This is without prejudice, in any case, to the User accepting full, exclusive liability with regards to the risks and/or damages caused to himself or third parties, consequent to the use and development of the source code, the function or lack thereof of the customised version of the Application 'B' Software. The User also undertakes to relieve Carel of all and any claims as may be brought by third parties.

4 Intellectual property of the Software

4.1 Carel and its suppliers are the exclusive principals of all intellectual property rights of the Software freely licensed herein, pursuant to Art. 1 above, and of all relevant technical documentation, whether produced as hard copies or electronic and made available on-line.

4.2 Applications created using the changes made directly by the User to Application 'B' Software shall remain the exclusive property of the User.

4.3 The User shall not acquire any further, different rights from those envisaged by this License Agreement.

4.4 The User undertakes to state the trademarks and copyright on all copies of the Software, clearly accepting that it is the property of Carel pursuant to this Article 4, without prejudice to the provisions of Article 4.2 above.

4.5 The User recognises and acknowledges that the Software is protected by Italian and international copyright and intellectual property laws.

5 Obligation to confidentiality and secrecy

5.1 Apart from the hypothesis of software created by changing the Application 'B' Software, all techniques, algorithms and procedures contained in each Software are considered commercial secrets and confidential information that is the property of Carel and its suppliers. Such information may not be used by the User for purposes other than those specified in this License. The User undertakes, on his own behalf and that of his employees, to take all suitable measures as may be necessary to guarantee the secrecy and confidential nature of the Software and relevant documentation.

6 Guarantees and responsibility

6.1 The Software is supplied 'as-is'. Without prejudice to any form of guarantee, condition, declaration or fundamental terms of law, Carel and its suppliers do not provide any specific or implicit guarantee on the Software. Any guarantee of conformity for use or correct function of the Software or indeed its suitability for a specific purpose or result other than that stated at Art. 1.4 above, is therefore excluded. In any case, no guarantee is provided where the Software is included in or part of other software applications developed by third parties, or tampered with by any party or used inappropriately.

6.2 Without prejudice to liability for intentional negligence and/or deriving from the application of any further fundamental provisions of law, Carel therefore excludes all liability of itself and its suppliers, both contractually and otherwise, for direct and indirect damages caused to the User or third parties from the use or failure to use the Software. These include, merely by way of example and in no way intended as a complete list: loss of data or profits, costs, expenses, also where relative to a recall of the Software from the market, lack of earnings, interruption to Software function.

6.3 The User further undertakes to hold Carel free from all liability in the event of claims, legal, governmental or administrative action, cases brought by third parties etc. originating from the use or failure to use the Software.

6.4 The User accepts full and exclusive liability with regards to the suitability of the chosen Software to attaining his objectives.

6.5 The User is also exclusively responsible and liable for verifying the correct function of processors, peripheries and system software as may be connected and interacting with the Software.

6.6 Finally, the User is aware that the Software has not been designed or built for use in hazardous environments requiring safe performance. These include, merely by way of example, use in nuclear plants, for aircraft flying systems or communication systems, air traffic control devices, lifesaving equipment, armaments or other such applications where problems with the software could cause death, personal injury or serious physical or material damages (collectively referred to as '**High Risk Activities**'). Carel does not, therefore, recognise any specific guarantee of suitability, be it stated or implicit, for said High Risk Activities.

Carel does not provide any guarantee that the use of the *Software* does not constitute the breach of third party intellectual property rights.

6.7 It is agreed that the provisions of this Article do not limit Carel's liability towards the User in the event of death or injury to persons resulting from intentional or gross negligence or for damages caused by intentional or gross negligence. Carel acts on behalf of its suppliers with regards to the limitation of liability, exclusion and/or limitation of obligations, guarantees and liability, as envisaged by these Conditions, but not for other purposes.

7 Assistance service

7.1 For the first 30 days after enabling the Software, Carel will provide a standard assistance service ('**Assistance service**'). This is limited to telephone support for the reporting of any errors in the Software, and assistance with installation of Software and with basic operations. It excludes any problems relating to customisation.

7.2 To use the Assistance Service, the User must contact Carel at the specific telephone e-mail address given on Carel's website.

8 Termination

8.1 In accordance with and pursuant to Art. 1456 of the Italian Civil Code, User breach of the obligations envisaged by any of the Articles: 3, 5 and 6 shall entail termination of this License Agreement. In this case, the User undertakes to immediately cease using the Software and to destroy and/or delete the licensed copy and any further copies in his possession, regardless of material support used or the process on which they have been installed, changed and otherwise, together with any other materials.

9 Applicable law and competent court

9.1 This Agreement is governed by Italian law. Application of the United Nations Convention on international goods sales agreements adopted in Vienna on 11th April 1980 shall not apply to this Agreement.

9.2 As an exception to any alternative international agreements or legislations, any dispute that may arise between the Parties with reference to this License Agreement shall be the exclusive competence of the Court of Padua.

10 Language

10.1 This Agreement has been drawn up in Italian. Should it be translated into English, in the event of any disagreement or incongruence between the Italian text and the English translation, the Italian text shall prevail.

11 Amendments

11.1 Carel reserves the right to unilaterally amend these Conditions at any time, notifying such as deemed most appropriate and, in particular, always through publication on its website.