

## END-USER LICENSE AGREEMENT

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### 1. GRANT OF LICENSE:

- 1.1. Subject to the provisions contained herein and to the payment of all applicable fees, the International Electrotechnical Commission (comprising the IEC Central Office and/or the IEC National Committees), and hereafter referred to as "IEC", grants you a non-exclusive, non-transferable license to the materials contained herewith (the "Product"). Your licensed rights to the Product are limited to the following:
  - 1.1.1. This License Agreement does not convey to you an interest in or to the Product, but only a limited right of use revocable in accordance with the terms of this License Agreement. You are permitted to make one paper copy for personal use. No other use, copy or excerpts from the content are permitted.
  - 1.1.2. **This is a single user license agreement.** You may install one copy of the Product on, and permit access to it by, a single computer owned, leased or otherwise controlled by you. In the event that computer becomes dysfunctional, such that you are unable to access the Product, you may transfer the Product to another computer, provided that the Product is removed from the computer from which it is transferred and the use of the Product on the replacement computer otherwise complies with the terms of this Agreement. Neither concurrent use on two or more computers nor use in a local area network or other network is permitted. You shall not merge, adapt, translate, modify, rent, lease, sell, sub-license, assign or otherwise transfer any of the Product, or remove any proprietary notice or label appearing on any of the Product. You may copy the Product only for backup purposes.
  - 1.1.3. You acknowledge and agree that the Product is the property of IEC as the copyright owner identified on the front page of the Product, and is protected under Swiss copyright law and international copyright treaties. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with IEC.
  - 1.1.4. You shall provide the IEC or any designee of the IEC with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to co-operate with the IEC and any of its designees to assure compliance.

**2. LIMITED WARRANTY:**

- 2.1. IEC warrants for your benefit alone that, unless disclosed in the Product to the contrary, IEC can license the Product and all copyright and trademarks related thereto or therein, free and clear of any and all liens, claims and encumbrances.
- 2.2. The express warranties set forth in this Section 2 constitute the only warranties with respect to the Product and IEC makes no other representation or warranty or condition of any kind, whether express or implied (either in fact or by operation of law) with respect to any product, including, without limitation, with respect to the sufficiency, accuracy or utilisation of, or any information or opinion contained or reflected in, any of the product. IEC expressly disclaims all warranties or conditions of merchantability or fitness for a particular purpose. No officer, director, employee, member, agent, representative or publisher of IEC is authorised to make any modification, extension, or addition to this limited warranty.

**3. INDEMNIFICATION:**

- 3.1. Neither IEC nor any agent, representative, publisher or distributor of the Product, or any of their respective directors, officers, employees, agents, representatives shall have any liability for, and you shall defend, indemnify and hold the IEC harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product by you and/or any of your directors, officers, employees, representatives, agents or contractors.

**4. LIMITATION OF LIABILITY:**

- 4.1. You acknowledge that IEC's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of any of the Product (whether or not such use was consistent with the license granted hereunder) or any use created therefrom. Whether or not IEC has been advised of such possible use, neither IEC nor any of its representatives or agents, directors, officers, employees, agents, representatives shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.
- 4.2. If at any time an allegation of infringement of any rights of any third party is made, or in IEC's opinion is likely to be made, with respect to any of the Product, IEC may, at its option and at its own expense (i) obtain for you the right to continue using the Product, (ii) modify or replace the Product or any portion thereof so as to avoid any such claim of infringements, or (iii) refund to you the License Fee. IEC shall have no liability to you if any claim of infringement would have been avoided except for your refusal to use any modified or replacement Product supplied or offered to be supplied pursuant to this Section 4.2 or to otherwise cease using the Product. Notwithstanding anything contained in this Agreement, and except as set forth in Section 4.2 hereof, IEC's liability to you for damages pursuant to this Section 4.2, if any, shall not exceed the amounts of the License Fee paid by you for the Product subject to any such claim.
- 4.3. Section 4.2 states the entire liability of IEC with respect to the infringement or alleged infringement of any third party rights of any kind whatsoever by any of the Product.

**5. TERMINATION:**

This Agreement may be terminated immediately by IEC upon breach of any provision of this Agreement by you. Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and shall within ten (10) days either return files(s), if any, to IEC or certify in writing to IEC that the Product has been deleted from your computer and is eliminated from your premises and that the paper copy has been destroyed and no photo or other copies have been retained.

**6. GOVERNING LAW; ATTORNEY'S FEES:**

This Agreement shall be governed by the Laws of Switzerland and the courts of Geneva, Switzerland, shall be the forum for the settlement of disputes. Notwithstanding the foregoing, IEC expressly reserves the right to take legal action against you or otherwise to enforce its rights according to Swiss or local laws in your country of domicile or in any jurisdiction where a breach of this Agreement or an infringement of its rights may occur or may have had effect.

**7. MISCELLANEOUS:**

7.1. This Agreement constitutes the complete and exclusive agreement between IEC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorised representative of IEC and you.

7.2. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement.

**8. EXPORT:**

You may not load or export or re-export any of the Product or any underlying information or technology except in full compliance with all Swiss and other applicable laws and regulations.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.**