

**License Conditions**  
**for the supply of the FDT Guideline free of charge**

**Licensee acquires this license solely from the FDT Group AISBL, having its principal place of business in Brussels, Belgium (hereinafter referred to as “Licensor”).**

**1. FDT- Guideline**

- 1.1 Subject of this license agreement is the technical FDT Guideline, in electronic form (hereinafter referred to as “GUIDELINE”). Software is provided in object code only.
- 1.2 The GUIDELINE distributed hereby has been developed by several companies, as listed on this ([www.fdtgroup.org](http://www.fdtgroup.org)) internet web page, together referred to as the FDT Group AISBL within a joint development activity, based on a specification provided by PNO (PROFIBUS Nutzerorganisation e. V., Germany). Licensor hereby notifies Licensee that the GUIDELINE is not an industrial standard acknowledged by any standardization body or otherwise and may be further enhanced.

**2. Rights and Duties of Licensee**

- 2.1 Licensor hereby grants to Licensee the right to use the GUIDELINE exclusively for developing and supporting products compliant with the GUIDELINE. Licensee may copy the GUIDELINE for this purpose and for data backup purposes.
- 2.2 Licensee shall not be entitled to modify, decompile, reverse engineer, or extract any individual parts of the GUIDELINE, unless this is permitted by mandatory copyright law. Furthermore, Licensee shall not be entitled to remove any alphanumeric identifiers, trademarks, or copyright notices from the GUIDELINE and, insofar as Licensee is entitled to make copies of the GUIDELINE, Licensee shall copy them without alteration.
- 2.3 Licensee shall not be entitled to publish, market, or distribute the GUIDELINE. However, Licensee shall be entitled to transfer the right to use the GUIDELINE granted to it to a third party, provided that Licensee concludes a written agreement with the third party in conformance with all of the conditions contained in this

Section 2 and on the proviso that Licensee does not retain any copies of the GUIDELINE.

### **3. Liability of Licensor**

- 3.1 Licensor shall have no obligation to enhance the GUIDELINE and/ or the specification currently known as FDT Specification and shall assume no liability in case the GUIDELINE or future versions thereof shall not be approved as an industrial standard.
- 3.2 The GUIDELINE is delivered free of charge "as-is". Any liability and warranty for the GUIDELINE - irrespective of the legal reason therefore - e.g. as to quality or title, its correctness, absence of defects, absence of claims of third party rights or in relation to its completeness and/or fitness for any specific purpose is excluded. Licensor is not liable for damages due to the use of this GUIDELINE or for damages which have been caused by the design of hardware or software according to the information provided within this GUIDELINE. Any liability for consequential, special or indirect damages including, but not limited to, loss of profit, loss of use and business interruption, regardless of the theory of law, are excluded.
- 3.3 The aforesaid exclusion of liability shall not apply as far as there is a legally binding liability, e. g. under product liability legislation, in cases of intent, of gross negligence, of injury of life, body or health, or willful hiding of a defect, or due to violation of major contractual obligations. However, liability for damages arising from the violation of major contractual obligations shall be limited to the foreseeable damage normally covered by a contract, unless in cases of intent or gross negligence. No change in the burden of proof to the detriment of Licensee is involved by the aforesaid provision.

### **4. Place of Jurisdiction and Applicable Law**

- 4.1 The sole place of jurisdiction shall be the principal place of business of Licensor.
- 4.2 All relations arising out of the contract shall be governed by the substantive law of Belgium, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).