



Where Automation Connects.



PROFIBUS comDTM

Part Number: PSW-cDTM-PDPM
FDT Software Add-In for ProSoft
Technology PROFIBUS Products

February 1, 2011

QUICK START GUIDE

Your Feedback Please

We always want you to feel that you made the right decision to use our products. If you have suggestions, comments, compliments or complaints about our products, documentation, or support, please write or call us.

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PROFIBUS comDTM Quick Start Guide

February 1, 2011

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ProSoft Technology[®] Product Documentation

In an effort to conserve paper, ProSoft Technology no longer includes printed manuals with our product shipments. User Manuals, Datasheets, Sample Ladder Files, and Configuration Files are provided on the enclosed CD-ROM, and are available at no charge from our web site: www.prosoft-technology.com

Printed documentation is available for purchase. Contact ProSoft Technology for pricing and availability.

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1 About PROFIBUS comDTM

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DTM (Device Type Manager) is a standard way to provide all necessary data and functionality for a communication device, for example a PROFIBUS DP card. This technology is similar to the way Microsoft Windows supports printer drivers supplied by manufacturers and available to any Windows application, rather than requiring a custom printer driver for each specific application.

PROFIBUS comDTM, distributed by ProSoft Technology, is a DTM for PTQ and MVI series PDPMV1 modules and ProLinx PDPMV1 gateways. Configuration is available through Ethernet for the PTQ and ProLinx series PDPMV1, and through RS-232 serial for the MVI series PDPMV1 modules. Ethernet configuration is also available through the CIPConnect® feature for MVI56-PDPMV1 and MVI69-PDPMV1 modules (see note).

PROFIBUS comDTM allows configuration tools, instruments, and communication devices on a field network to recognize and use the module's capabilities.

Communication Channels Supported

Product	Serial		Ethernet	
	Local RS-232 Port		Local Ethernet Port	CIPconnect
MVI46-PDPMV1	Supported			
MVI56-PDPMV1	Supported			Supported (see note)
MVI69-PDPMV1	Supported			Supported (see note)
PTQ-PDPMV1			Supported	
ProLinx PDPMV1			Supported	

Note: MVI56-PDPMV1 requires firmware version 1.28.000 or later to support CIPconnect-enabled PC programs (1756-ENBT support). The 1756-ENBT card must be located in the same rack as the MVI56-PDPMV1. Bridging through multiple racks is not supported by the comDTM software. MVI69-PDPMV1 requires firmware version 1.37.002 or later to support CIPconnect through the Ethernet port to L32E and L35E CompactLogix processors.

Note: This functionality requires comDTM version 1.0.1.5 with install version 1.01.0003. For information on how to check the comDTM version and install version, refer to Verifying the comDTM Version and comDTM Install Version (page 25).

1.1 ProSoft Technology Product Availability

Part Number	Description
PSW-cDTM-PDPM	PROFIBUS DPV1 Master comDTM software gateway

1.2 Introduction to PROFIBUS comDTM

1.2.1 Why Use PROFIBUS comDTM?

Customers from around the world have different machines, fieldbusses, and other end-user equipment. Each is equipped with the field bus requested by their end-user. Since there are so many variations, the automation solution in their standard machine ends up being different from case to case.

This means that service engineers need to have different configuration tools for every fieldbus. Or maybe even one for every device. You want one, but the reality is you have many. This is where PROFIBUS comDTM can help with configuring and communicating with different networks, products and suppliers.

1.2.2 What is FDT?

FDT (Field Device Tool) is the specification for software interfaces for the integration of field devices, drives, and controls in engineering and configuration tools. FDT is manufacturer-independent and allows for trouble-free parameterization and configuration of the user's specific processing system.

FDT technology standardizes the communication interface between field devices and systems. The key feature is its independence from the communication protocol and the software environment of either the device or the host system. FDT allows any device to be accessed from any host through any protocol.

The FDT container implements the FDT specification. It serves as an interface between FDT and a superior application. It uses the DTMs to gain access to the devices. FDT frame application is an engineering or configuration tool which has an FDT container.

FDT technology comprises three key components: the Frame Application, Device DTMs, and Communication DTMs.

- The DTM (Device Type Manager) is used for the configuration and maintenance of field devices, drives and so on. It is only functional with an FDT container.
- The FDT container implements the FDT specification. It serves as interface between FDT and a superior application. It uses the DTMs to gain access to devices.
- FDT frame application is an engineering or configuration tool that has an FDT container. The user interface of the DTMs is displayed here.

To better understand the functionality of these components, consider the analogy of the Internet - a standard web browser allows users to view countless web pages created by many content providers. The host system supplier typically creates the Frame Application, just as Microsoft supplies the Internet Explorer web browser. Just as a web browser opens a web page that contains code from the company that makes the web page, an FDT frame opens the Device DTM, which is the plug-in software from the device vendor.

Similar to a web browser, the Frame Application has menu bars, toolbars, and a navigation tree. Visually, the frame application surrounds the device vendor's DTM. Like opening a web page from a 'favorites' navigation tree, a user can navigate down a tree that lists the field device tags, click on one, and open the device vendor's DTM inside the frame. And, like web pages that let users interact with a reservation system or a shopping service, the Device DTMs let the user interact with the field device in a wide variety of ways. The Device DTM vendor can create a graphically rich user interface that does virtually anything possible in an advanced Windows PC-type interface. The third part of the technology, the Communication DTM, provides a standardized communication Application Process Interface (API) inside the PC, interfacing between the Device Vendor's DTM and the host system's specific driver that handles pass-through communications from the PC down to the fieldbus interface card.

The host system vendor supplies a Communication DTM (comDTM) for each supported fieldbus protocol. This ensures that the details of the PC, network, interface cards, and pass-through protocols of the host system, are transparent to the device vendor's DTM. This correlates back to the internet analogy where: the web page is transparent to the PC it's running in, the brand of the network interface card in the PC, or whether communication is DSL or broadband cable.

FDT technology complements and expands existing device description languages. It does not replace but rather builds upon existing DDs.

In particular, FDT expands the capabilities of DD for complex devices. Device Description languages have limitations in the graphical representation of the device at the user interface and allow only a limited integration of special features. FDT/DTM removes these limitations.

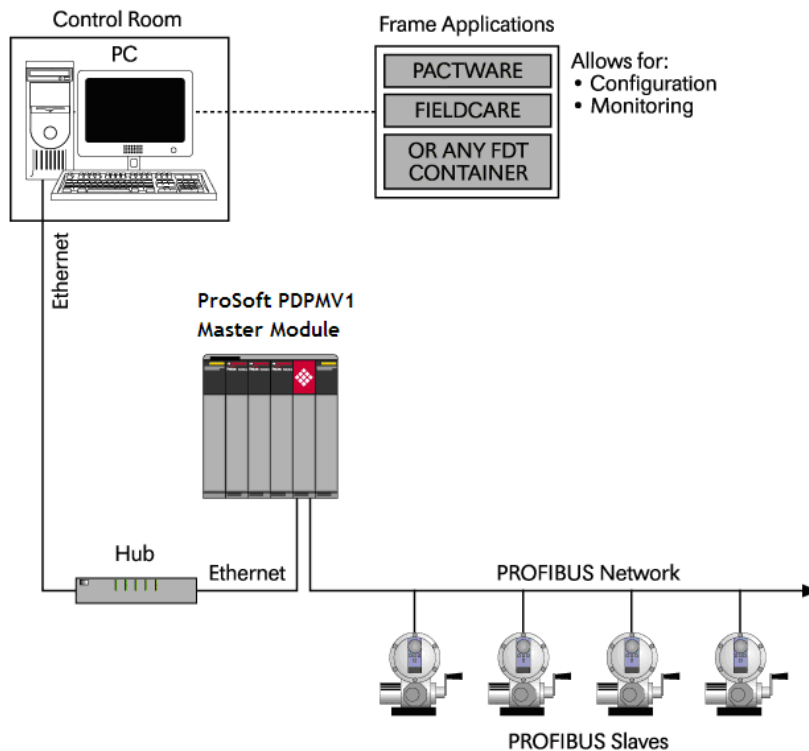
Typical frame applications are

- Pactware from The PACTware Consortium e.V (freeware)
- FieldCare from Endress & Hauser
- Field Control from ABB

1.2.3 What is DTM?

DTM (Device Type Manager) is a standard way to provide all necessary data and functionality for a communication device, for example a PROFIBUS DP card. This technology is similar to the way Microsoft Windows supports printer drivers supplied by manufacturers and available to any Windows application, rather than requiring a custom printer driver for each specific application.

PROFIBUS comDTM, distributed by ProSoft Technology, is a DTM for PTQ and MVI series PDPMV1 modules and ProLinx PDPMV1 gateways. It allows configuration tools, instruments and communication devices on a field network to recognize and use the module's capabilities.



1.2.4 What is PROFIBUS?

PROFIBUS (Process Field Bus) is a widely-used, open-standards protocol created by a consortium of European factory automation suppliers in 1989. PROFIBUS is a Master/slave protocol. The Master establishes a connection to the remote slave. When the connection is established, the Master sends the PROFIBUS commands to the slave.

PROFIBUS supports a variety of network types. The network type supported by the PTQ and MVI series PROFIBUS modules is PROFIBUS DP (Device Bus) version 1.0, which is designed for remote I/O systems, motor control centers, and variable speed drives.

2 System Requirements

Confirm that your system meets the following hardware and software requirements before you start the installation.

2.1 Hardware Requirements (Recommended)

- Pentium 4 Processor rated for at least 2 GHz
- 450 MB hard drive space for DTM Libraries
- Video card capable of 1024 X 768 resolution at 64k colors
- Ethernet Network Interface Card (NIC)
- One of the following ProSoft Technology PROFIBUS DPV1 Master communication modules:
 - ProLinx PDPMV1 Gateway, Ethernet only, serial port not supported
 - PTQ-PDPMV1 Ethernet only, serial port not supported
 - MVI series PDPMV1 RS232 serial
 - MVI56-PDPMV1 RS232 serial, or with CIPconnect and 1756-ENBT module for Ethernet support
 - MVI69-PDPMV1 RS232 serial, or with CIPconnect for Ethernet support

Note for MVI series and PTQ users: The Ethernet connection implements a version of UDP protocol that dynamically allocates a random UDP port for every connection. This implementation limits the possibility of using most serial-to-Ethernet converters to access the MVI series PDPMV1 serial port, since many Ethernet-to-serial converters require the configuration of a fixed UDP port, which is not available for the current implementation.

Note for MVI56-PDPMV1 users: The Ethernet connection uses CIPconnect to communicate with the MVI56-PDPMV1 (firmware version 1.28.000 is CIPconnect enabled and is required for 1756-ENBT support). The 1756-ENBT card must be located in the same rack as the MVI56-PDPMV1. Bridging through multiple racks is not supported by the comDTM software.

Note for MVI69-PDPMV1 users: The Ethernet connection uses CIPconnect to communicate with the MVI69-PDPMV1 (requires firmware version 1.37.002 or later to support CIPconnect through the Ethernet port to L32E and L35E CompactLogix processors).

Note: This functionality requires comDTM version 1.0.1.5 with install version 1.01.0003. For information on how to check the comDTM version and install version, refer to Verifying the comDTM Version and comDTM Install Version (page 25).

2.2 Software Requirements (Minimum)

- Windows NT 4.0 Service Pack 6A, Windows 2000 SP3 or Windows XP Professional SP2, or better
- Microsoft Internet Explorer Version 6.0, or better
- FDT 1.2.1 compliant FDT frame application. Compatible applications include:
 - PACTware
 - FieldCare
 - M&M fdtCONTAINER

Some FDT Containers require the following components:

- Microsoft Management Console
- Adobe Acrobat Reader 5.0, or better

3 Installation

Important: You must have Administrator rights on your computer to install this application.
Important: Please open and read the *Readme* file before starting the installation. The *Readme* file is located in Utilities > comDTM > Readme on the *ProSoft Solutions Product CD-ROM*.

To install comDTM

- 1 Insert the *ProSoft Solutions Product CD-ROM* in an available CD-ROM drive in your computer. Wait for the startup screen to appear.
- 2 On the startup screen, click **PRODUCT DOCUMENTATION**. This action opens a *Windows Explorer* file tree window.
- 3 Double-click to open the **UTILITIES** folder, then navigate to **comDTM > comDTM INSTALL**.
- 4 Double-click the **SETUP.EXE** file. This action starts the installation wizard.
- 5 Follow the instructions on the installation wizard to install the program.
- 6 Click **FINISH** to complete the installation. If you are prompted to restart your computer, save your work in any applications that are running, close the applications, and allow the computer to restart.

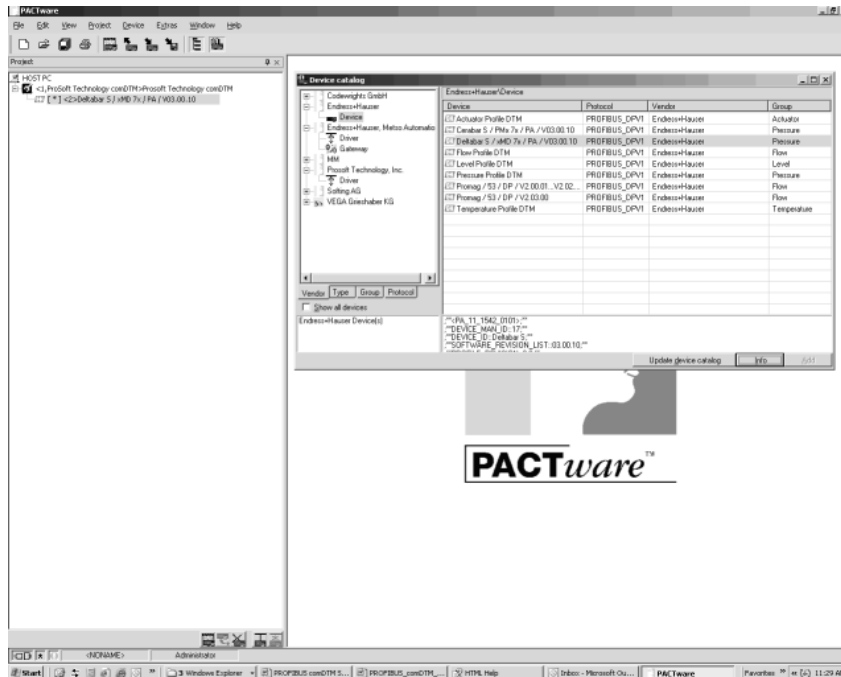
Note: The CIPconnect® components are installed with comDTM version 1.0.1.5 with install version 1.01.0003 and later. For information on how to check the comDTM version and install version, refer to Verifying the comDTM Version and comDTM Install Version (page 25).



- Repeat steps 1 through 3 to add any other manufacturer's device DTMs installed on your computer. Select the correct address for each device, and then click **OK** to proceed.



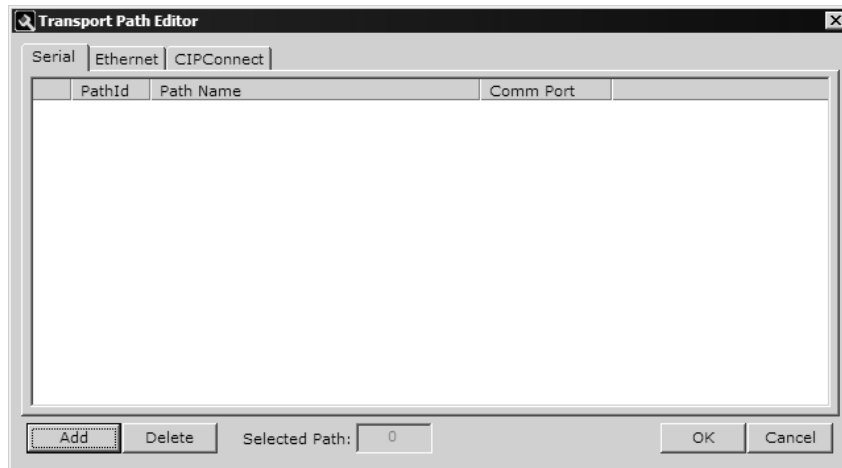
Note: You must use the same PROFIBUS device address that you used when setting up the device.



4.2 Connecting the comDTM to the Master to Establish Communication

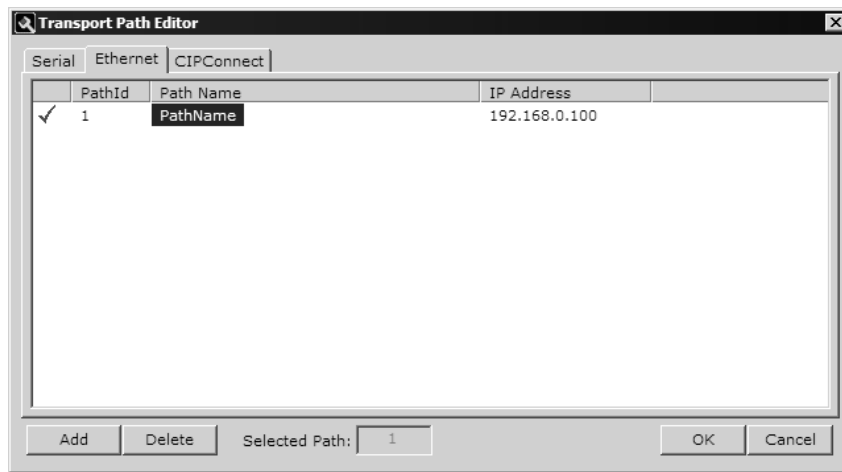
Note: The features described in this section require the current version of PROFIBUS comDTM. You can always download the newest version from www.prosoft-technology.com.

- 1 From the Windows **START** button, navigate to **PROGRAMS > PROSOFT TECHNOLOGY**, and then choose **PROSOFT TRANSPORT PATH EDITOR**.
- 2 If you have not created a communication path, click the **ADD** button. If you have already created a path, skip to step 5.

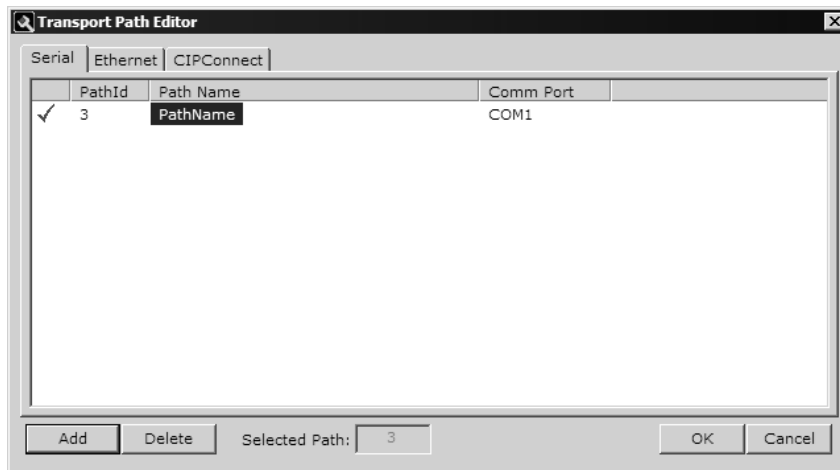


- 3 For PTQ-PDPMV1 and ProLinx-PDPMV1 users: Select the **ETHERNET** tab, and enter the IP Address of the module or gateway. Enter a descriptive path name.

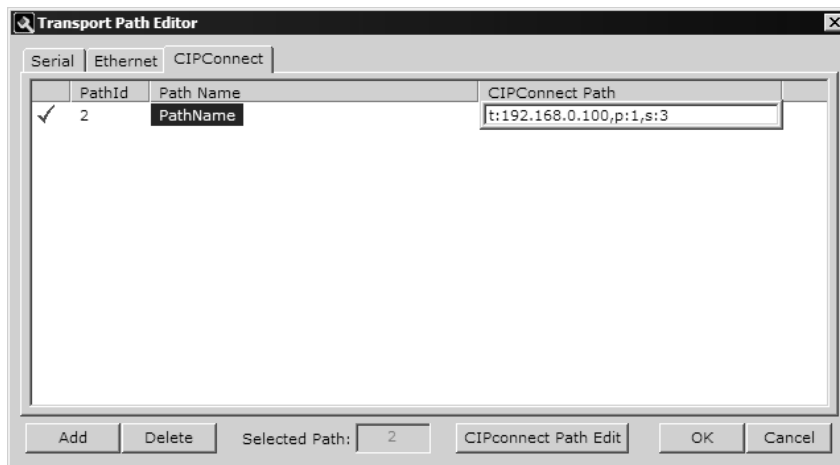
Note: Do not include the underscore (**_**) for the path name.



For MVI-PDPMV1 users: Select the **SERIAL** tab and enter the COM port number on your PC connected to the module. Enter a descriptive path name.

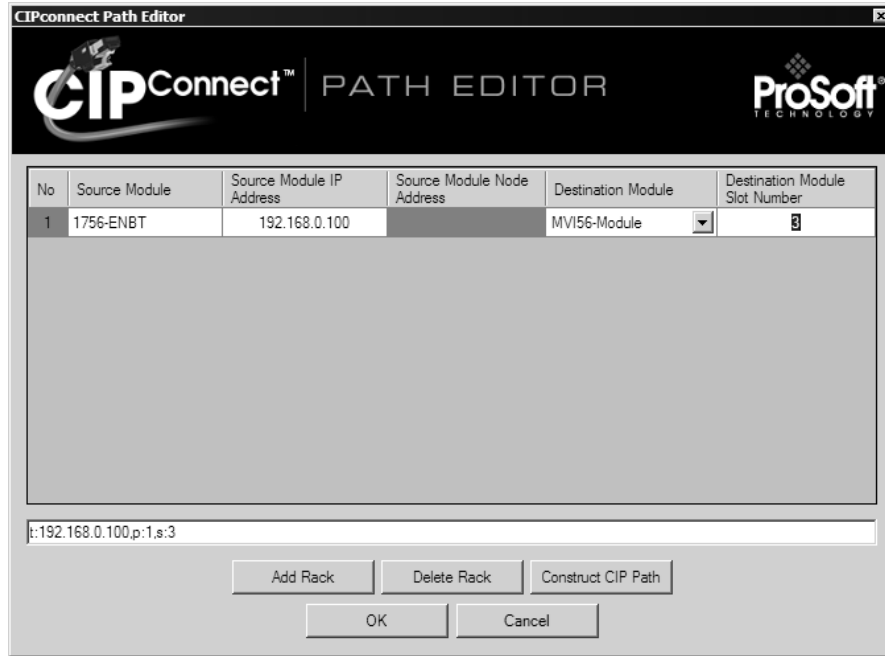


For MVI56-PDPMV1 and MVI69-PDPMV1 users with CIPconnect: Select the **CIPCONNECT** tab, and then click the **ADD** button.



Click the **CIPCONNECT PATH EDIT** button to define the path for this application. The CIPconnect Path Editor allows the configuration of the path between your PC and the MVI56-PDPMV1 or MVI69-PDPMV1 module.

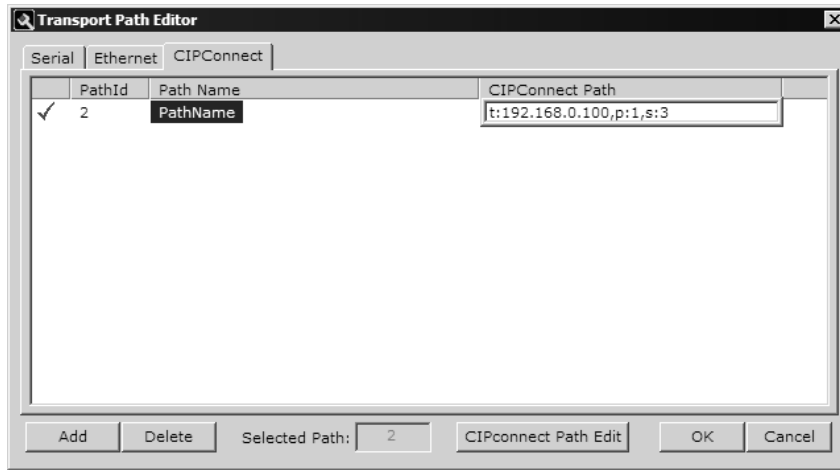
For the following example, the PC will be connected through Ethernet to a 1756-ENBT communication card (IP=192.168.0.100) and the MVI56-PDPMV1 card is located in slot 3 of the same rack.



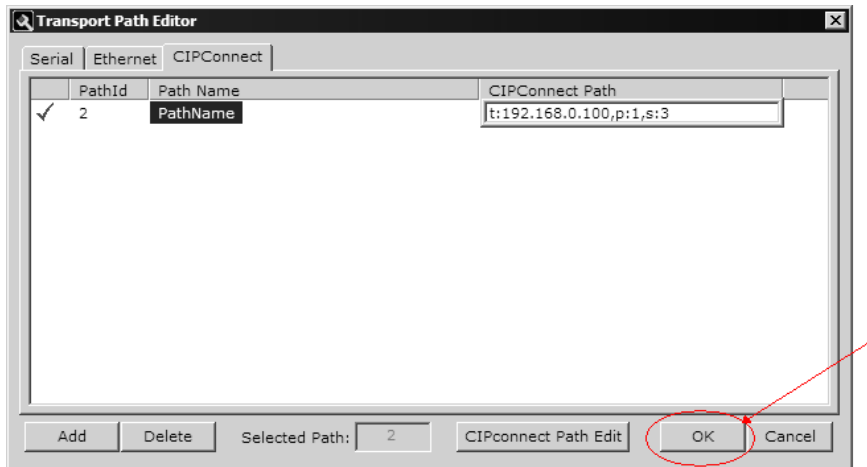
For more information, please refer to Using the CIPconnect Path Editor (page 22).

Note: CIPconnect is available for MVI56-PDPMV1 firmware version 1.28.000 (or later) and for MVI69-PDPMV1 firmware version 1.37.002 (or later). This functionality requires comDTM version 1.0.1.5 with install version 1.01.0003 (or later). For information on how to check the comDTM version and install version, refer to Verifying the comDTM Version and comDTM Install Version (page 25).

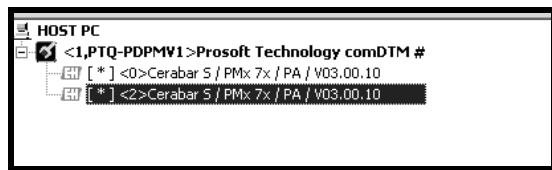
- When you have configured the communication path, click the **OK** button to confirm. The communication path will be displayed at the top grid panel as shown in the following illustration.



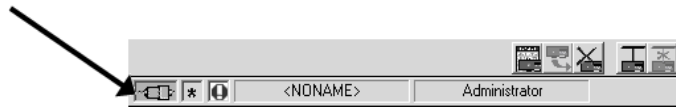
- Select the path and click the **OK** button to exit the *Transport Path Editor* window.



- Select the **comDTM** icon and click the right mouse button to open a shortcut menu. On the shortcut menu, choose **CONNECT**. If the connection is successful, the icon will be highlighted, as shown in the following illustration.



When the comDTM is connected with the Master, PACTware indicates the connection Master by displaying a green plug in the status bar.

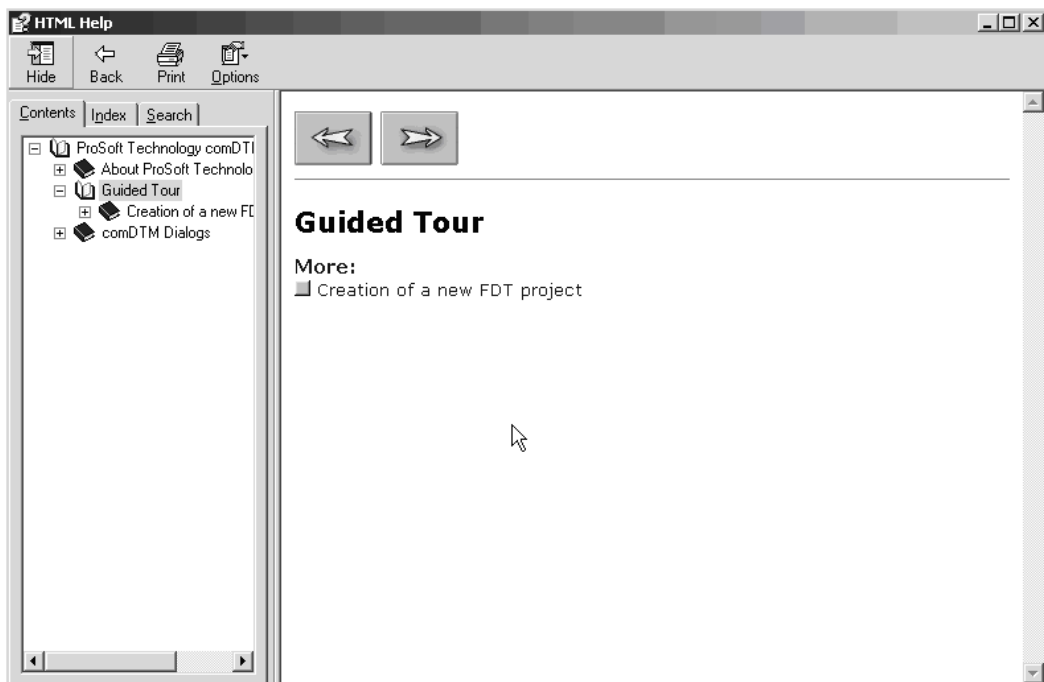


This completes the installation and Quick Start Guide for the ProSoft Technology PROFIBUS comDTM. Refer to the online help and documentation additional information on each DTM component you have installed and configured.

The comDTM provides a *Guided Tour* section in the online help that explains the basic features and operation of the program. To open the online help, click the right mouse button on **PROSOFT TECHNOLOGY comDTM**, and choose **ADDITIONAL FUNCTIONS > ONLINE HELP** from the shortcut menu.



Click the **GUIDED TOUR** icon. Use the navigation buttons on each help page to view the help topics.

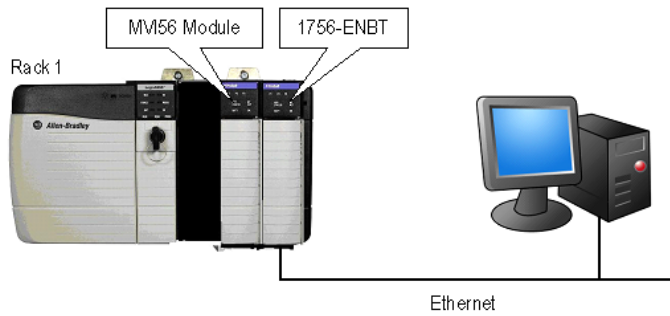


Refer to the documentation and online help for your FDT frame program for specific FDT frame instructions.

4.3 Using the CIPconnect Path Editor

4.3.1 Example

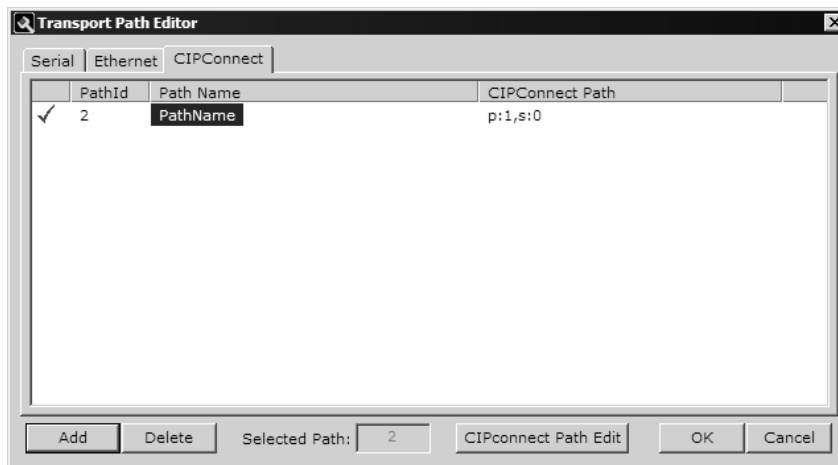
An MVI56-PDPMV1 module is used for this example.



Rack 1

Slot	Module	Network Address
0	ControlLogix Processor	-
1	Any	-
2	MVI56-PDPMV1	-
3	1756-ENBT	IP=105.102.0.12

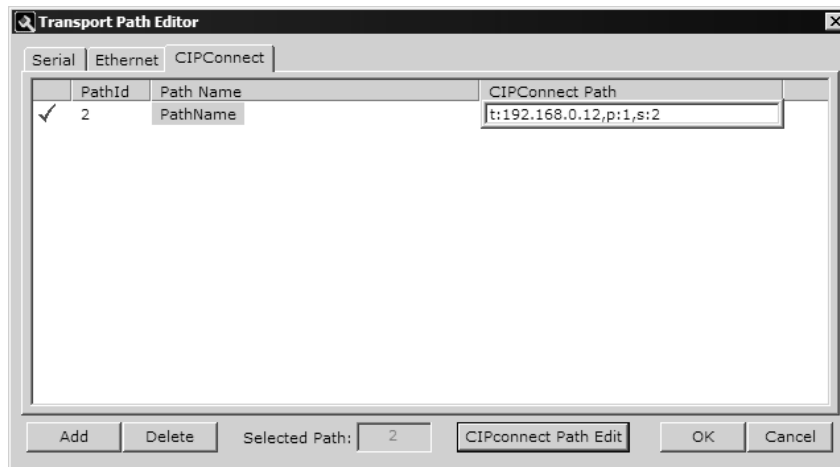
- 1 In the *Transport Path Editor*, click **ADD**, then click **CIPCONNECT PATH EDIT**.



- 2 Configure the path as shown in the following illustration, and click **CONSTRUCT CIP PATH** to build the path in text format.



- 3 Check the new path in the *Transport Path Editor*.



5 Verifying the comDTM Version and comDTM Install Version

In This Chapter

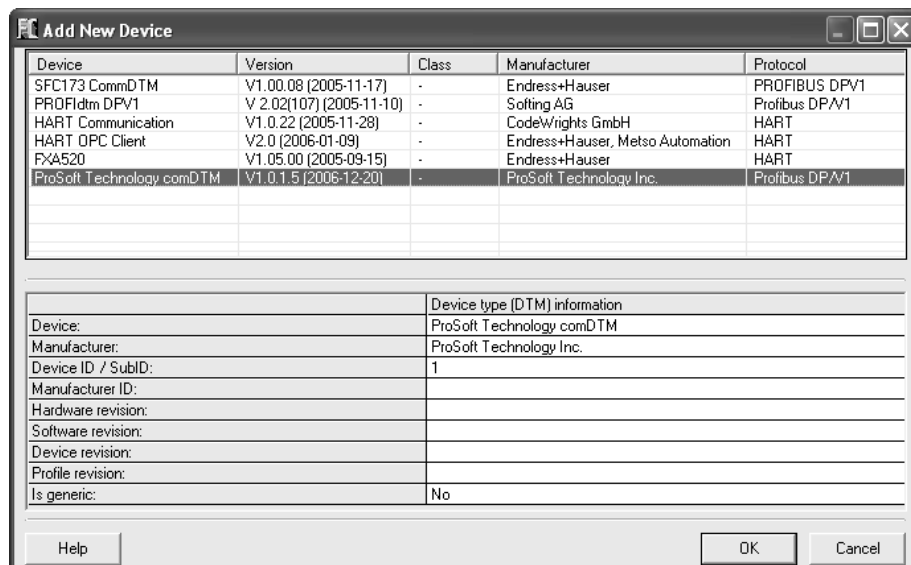
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5.1 Introduction

There are two versions associated to the comDTM – the comDTM version and the comDTM install version. Starting with comDTM version 1.0.1.5, each upgrade will indicate the same comDTM version but a different comDTM install version. This section describes how to check the comDTM version and comDTM install version.

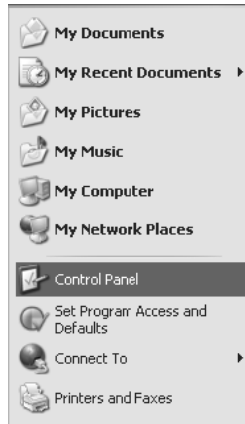
5.2 Checking the comDTM Version

Refer to the *Version* column indicated when you add the comDTM to the DTM Container project.

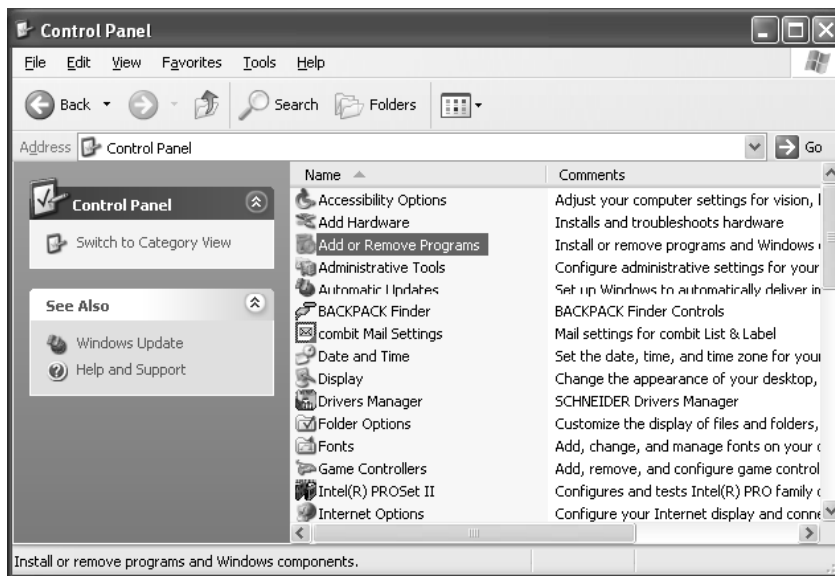


5.3 Checking the comDTM Install Version

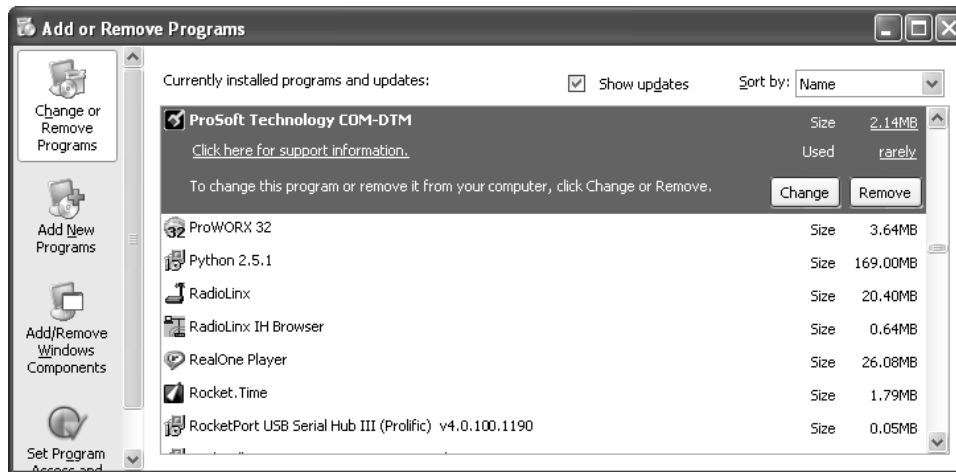
- 1 Click the **START** menu and then choose **CONTROL PANEL**.



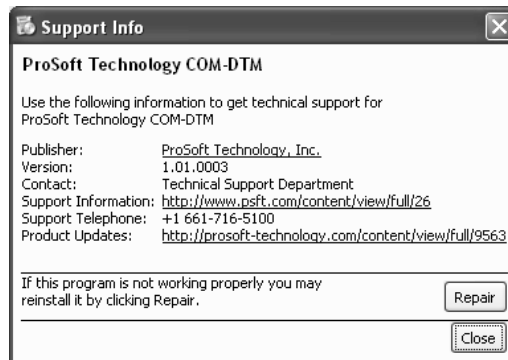
- 2 In the list of **CONTROL PANEL** applets, select **ADD OR REMOVE PROGRAMS**.



- 3 Select **PROSOFT TECHNOLOGY COM-DTM**, and then click on the link **CLICK HERE FOR SUPPORT INFORMATION**.

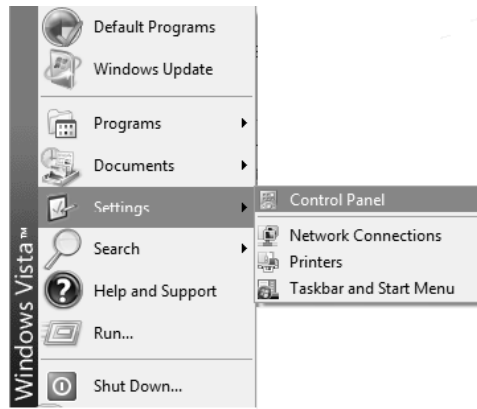


- 4 You will see the comDTM Install Version in the *Version* field, as shown in the following illustration (1.01.0003 for this example).

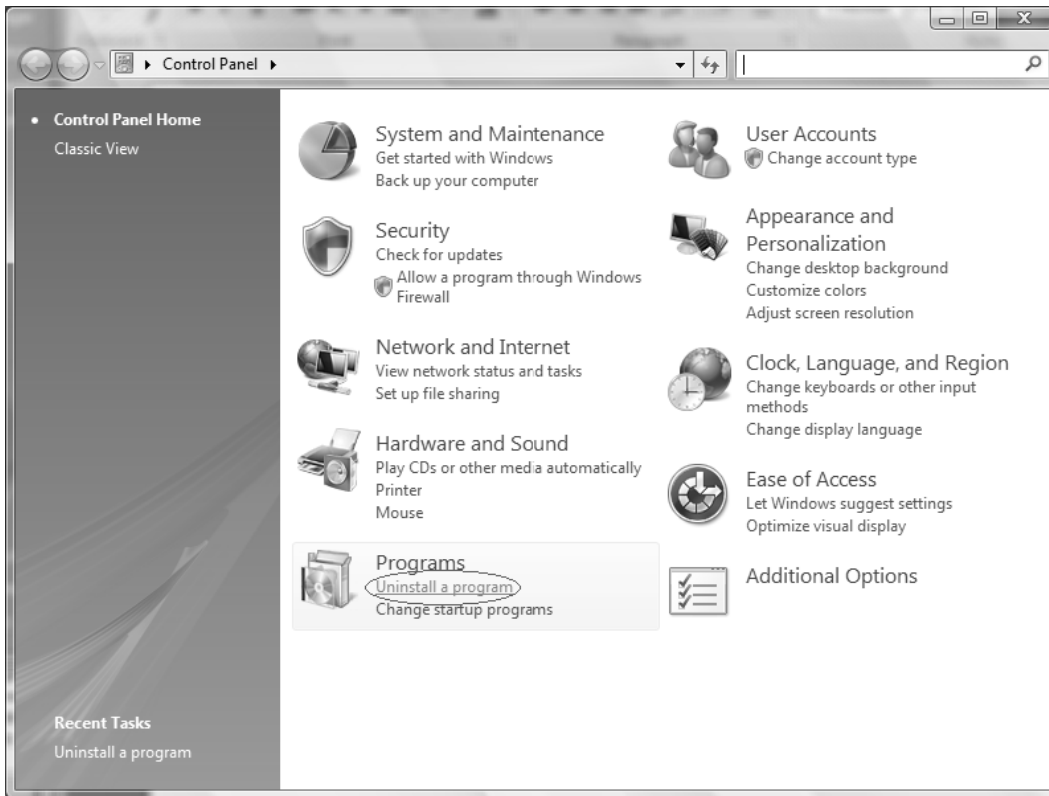


5.4 Checking the Install Version for Vista

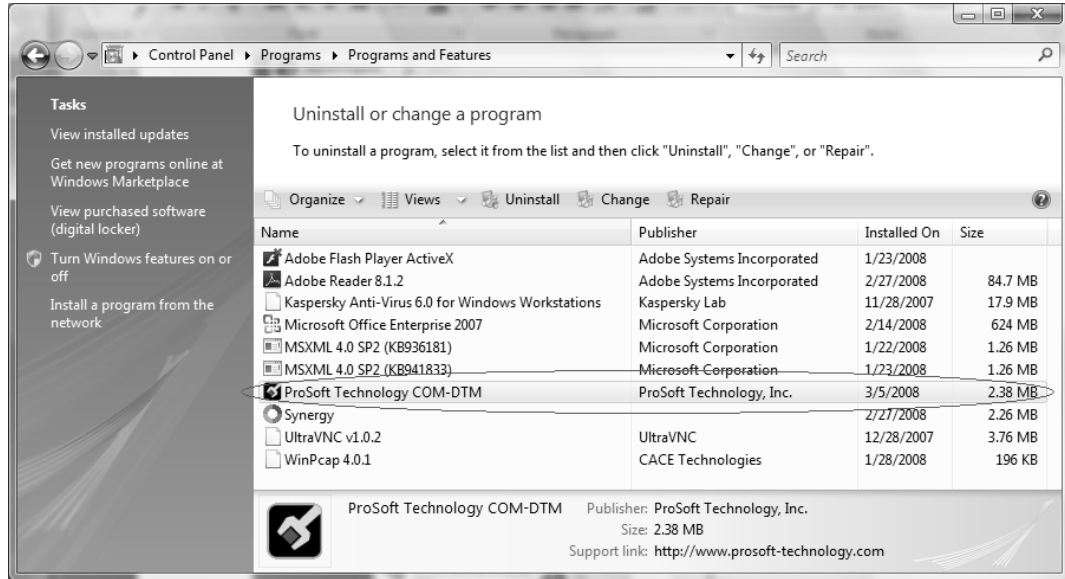
1 Select CONTROL PANEL.



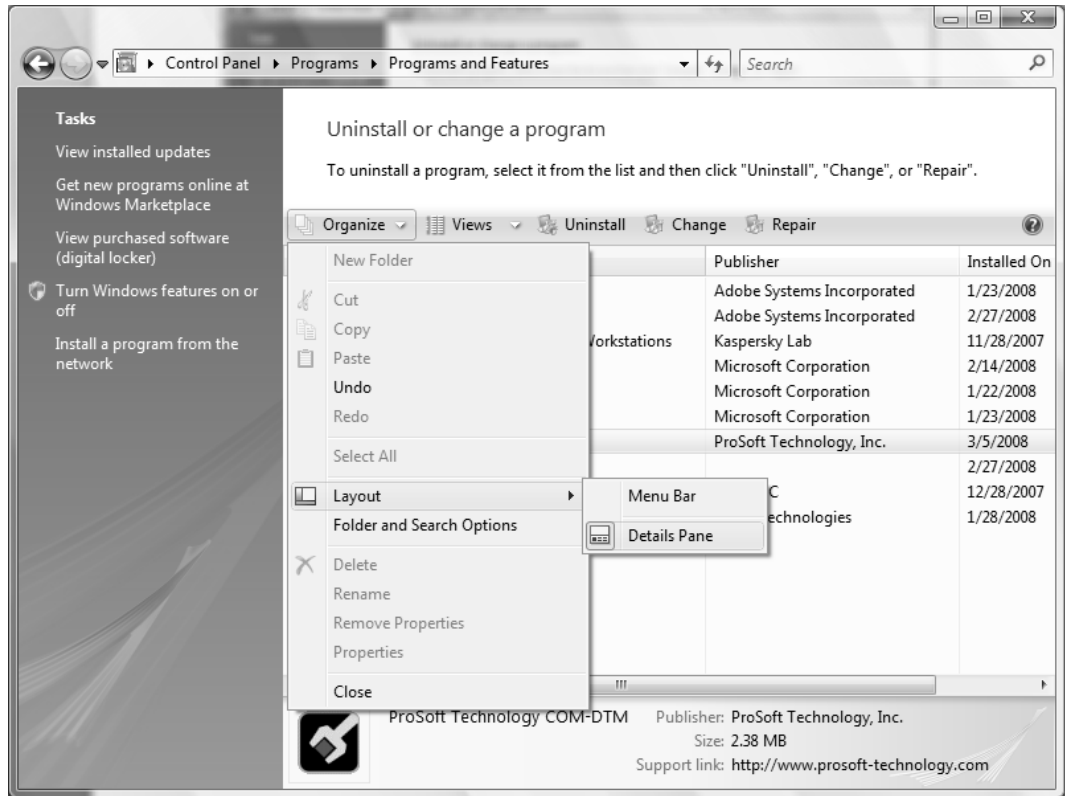
2 Select UNINSTALL PROGRAMS.



3 Select Prosoft Technology COM-DTM (click once)



4 Click the ORGANIZE tab and select LAYOUT > DETAILS PANE.



5 Check the Install Version at the bottom right portion of the window.



6 Support, Service & Warranty

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- ❖ LIMITED WARRANTY..... 35

Contacting Technical Support

ProSoft Technology, Inc. (ProSoft) is committed to providing the most efficient and effective support possible. Before calling, please gather the following information to assist in expediting this process:

- 1 Product Version Number
- 2 System architecture
- 3 Network details

If the issue is hardware related, we will also need information regarding:

- 1 Module configuration and associated ladder files, if any
- 2 Module operation and any unusual behavior
- 3 Configuration/Debug status information
- 4 LED patterns
- 5 Details about the serial, Ethernet or fieldbus devices interfaced to the module, if any.

Note: For technical support calls within the United States, an after-hours answering system allows 24-hour/7-days-a-week pager access to one of our qualified Technical and/or Application Support Engineers. Detailed contact information for all our worldwide locations is available on the following page.

Internet	Web Site: www.prosoft-technology.com/support E-mail address: support@prosoft-technology.com
Asia Pacific (location in Malaysia)	Tel: +603.7724.2080, E-mail: asiapc@prosoft-technology.com Languages spoken include: Chinese, English
Asia Pacific (location in China)	Tel: +86.21.5187.7337 x888, E-mail: asiapc@prosoft-technology.com Languages spoken include: Chinese, English
Europe (location in Toulouse, France)	Tel: +33 (0) 5.34.36.87.20, E-mail: support.EMEA@prosoft-technology.com Languages spoken include: French, English
Europe (location in Dubai, UAE)	Tel: +971-4-214-6911, E-mail: mea@prosoft-technology.com Languages spoken include: English, Hindi
North America (location in California)	Tel: +1.661.716.5100, E-mail: support@prosoft-technology.com Languages spoken include: English, Spanish
Latin America (Oficina Regional)	Tel: +1-281-2989109, E-Mail: latinam@prosoft-technology.com Languages spoken include: Spanish, English
Latin America (location in Puebla, Mexico)	Tel: +52-222-3-99-6565, E-mail: soporte@prosoft-technology.com Languages spoken include: Spanish
Brasil (location in Sao Paulo)	Tel: +55-11-5083-3776, E-mail: brasil@prosoft-technology.com Languages spoken include: Portuguese, English

6.1 Return Material Authorization (RMA) Policies and Conditions

The following Return Material Authorization (RMA) Policies and Conditions (collectively, "RMA Policies") apply to any returned product. These RMA Policies are subject to change by ProSoft Technology, Inc., without notice. For warranty information, see Limited Warranty (page 35). In the event of any inconsistency between the RMA Policies and the Warranty, the Warranty shall govern.

6.1.1 Returning Any Product

- a) In order to return a Product for repair, exchange, or otherwise, the Customer must obtain a Return Material Authorization (RMA) number from ProSoft Technology and comply with ProSoft Technology shipping instructions.
- b) In the event that the Customer experiences a problem with the Product for any reason, Customer should contact ProSoft Technical Support at one of the telephone numbers listed above (page 31). A Technical Support Engineer will request that you perform several tests in an attempt to isolate the problem. If after completing these tests, the Product is found to be the source of the problem, we will issue an RMA.
- c) All returned Products must be shipped freight prepaid, in the original shipping container or equivalent, to the location specified by ProSoft Technology, and be accompanied by proof of purchase and receipt date. The RMA number is to be prominently marked on the outside of the shipping box. Customer agrees to insure the Product or assume the risk of loss or damage in transit. Products shipped to ProSoft Technology using a shipment method other than that specified by ProSoft Technology, or shipped without an RMA number will be returned to the Customer, freight collect. Contact ProSoft Technical Support for further information.
- d) A 10% restocking fee applies to all warranty credit returns, whereby a Customer has an application change, ordered too many, does not need, etc. Returns for credit require that all accessory parts included in the original box (i.e.; antennas, cables) be returned. Failure to return these items will result in a deduction from the total credit due for each missing item.

6.1.2 Returning Units Under Warranty

A Technical Support Engineer must approve the return of Product under ProSoft Technology's Warranty:

- a) A replacement module will be shipped and invoiced. A purchase order will be required.
- b) Credit for a product under warranty will be issued upon receipt of authorized product by ProSoft Technology at designated location referenced on the Return Material Authorization
 - i. If a defect is found and is determined to be customer generated, or if the defect is otherwise not covered by ProSoft Technology's warranty, there will be no credit given. Customer will be contacted and can request module be returned at their expense;
 - ii. If defect is customer generated and is repairable, customer can authorize ProSoft Technology to repair the unit by providing a purchase order for 30% of the current list price plus freight charges, duties and taxes as applicable.

6.1.3 Returning Units Out of Warranty

- a) Customer sends unit in for evaluation to location specified by ProSoft Technology, freight prepaid.
- b) If no defect is found, Customer will be charged the equivalent of \$100 USD, plus freight charges, duties and taxes as applicable. A new purchase order will be required.
- c) If unit is repaired, charge to Customer will be 30% of current list price (USD) plus freight charges, duties and taxes as applicable. A new purchase order will be required or authorization to use the purchase order submitted for evaluation fee.

The following is a list of non-repairable units:

- o 3150 - All
- o 3750
- o 3600 - All
- o 3700
- o 3170 - All
- o 3250
- o 1560 - Can be repaired, only if defect is the power supply
- o 1550 - Can be repaired, only if defect is the power supply
- o 3350
- o 3300
- o 1500 - All

6.2 LIMITED WARRANTY

This Limited Warranty ("Warranty") governs all sales of hardware, software, and other products (collectively, "Product") manufactured and/or offered for sale by ProSoft Technology, Incorporated (ProSoft), and all related services provided by ProSoft, including maintenance, repair, warranty exchange, and service programs (collectively, "Services"). By purchasing or using the Product or Services, the individual or entity purchasing or using the Product or Services ("Customer") agrees to all of the terms and provisions (collectively, the "Terms") of this Limited Warranty. All sales of software or other intellectual property are, in addition, subject to any license agreement accompanying such software or other intellectual property.

6.2.1 What Is Covered By This Warranty

- a) *Warranty On New Products:* ProSoft warrants, to the original purchaser, that the Product that is the subject of the sale will (1) conform to and perform in accordance with published specifications prepared, approved and issued by ProSoft, and (2) will be free from defects in material or workmanship; provided these warranties only cover Product that is sold as new. This Warranty expires three (3) years from the date of shipment for Product purchased **on or after** January 1st, 2008, or one (1) year from the date of shipment for Product purchased **before** January 1st, 2008 (the "Warranty Period"). If the Customer discovers within the Warranty Period a failure of the Product to conform to specifications, or a defect in material or workmanship of the Product, the Customer must promptly notify ProSoft by fax, email or telephone. In no event may that notification be received by ProSoft later than 39 months from date of original shipment. Within a reasonable time after notification, ProSoft will correct any failure of the Product to conform to specifications or any defect in material or workmanship of the Product, with either new or remanufactured replacement parts. ProSoft reserves the right, and at its sole discretion, may replace unrepairable units with new or remanufactured equipment. All replacement units will be covered under warranty for the 3 year period commencing from the date of original equipment purchase, not the date of shipment of the replacement unit. Such repair, including both parts and labor, will be performed at ProSoft's expense. All warranty service will be performed at service centers designated by ProSoft.
- b) *Warranty On Services:* Materials and labor performed by ProSoft to repair a verified malfunction or defect are warranted in the terms specified above for new Product, provided said warranty will be for the period remaining on the original new equipment warranty or, if the original warranty is no longer in effect, for a period of 90 days from the date of repair.

6.2.2 What Is Not Covered By This Warranty

- a) ProSoft makes no representation or warranty, expressed or implied, that the operation of software purchased from ProSoft will be uninterrupted or error free or that the functions contained in the software will meet or satisfy the purchaser's intended use or requirements; the Customer assumes complete responsibility for decisions made or actions taken based on information obtained using ProSoft software.
- b) This Warranty does not cover the failure of the Product to perform specified functions, or any other non-conformance, defects, losses or damages caused by or attributable to any of the following: (i) shipping; (ii) improper installation or other failure of Customer to adhere to ProSoft's specifications or instructions; (iii) unauthorized repair or maintenance; (iv) attachments, equipment, options, parts, software, or user-created programming (including, but not limited to, programs developed with any IEC 61131-3, "C" or any variant of "C" programming languages) not furnished by ProSoft; (v) use of the Product for purposes other than those for which it was designed; (vi) any other abuse, misapplication, neglect or misuse by the Customer; (vii) accident, improper testing or causes external to the Product such as, but not limited to, exposure to extremes of temperature or humidity, power failure or power surges; or (viii) disasters such as fire, flood, earthquake, wind and lightning.
- c) The information in this Agreement is subject to change without notice. ProSoft shall not be liable for technical or editorial errors or omissions made herein; nor for incidental or consequential damages resulting from the furnishing, performance or use of this material. The user guide included with your original product purchase from ProSoft contains information protected by copyright. No part of the guide may be duplicated or reproduced in any form without prior written consent from ProSoft.

6.2.3 Disclaimer Regarding High Risk Activities

Product manufactured or supplied by ProSoft is not fault tolerant and is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance including and without limitation: the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems in which the failure of the product could lead directly or indirectly to death, personal injury or severe physical or environmental damage (collectively, "high risk activities"). ProSoft specifically disclaims any express or implied warranty of fitness for high risk activities.

6.2.4 Intellectual Property Indemnity

Buyer shall indemnify and hold harmless ProSoft and its employees from and against all liabilities, losses, claims, costs and expenses (including attorney's fees and expenses) related to any claim, investigation, litigation or proceeding (whether or not ProSoft is a party) which arises or is alleged to arise from Buyer's acts or omissions under these Terms or in any way with respect to the Products. Without limiting the foregoing, Buyer (at its own expense) shall indemnify and hold harmless ProSoft and defend or settle any action brought against such Companies to the extent based on a claim that any Product made to Buyer specifications infringed intellectual property rights of another party. ProSoft makes no warranty that the product is or will be delivered free of any person's claiming of patent, trademark, or similar infringement. The Buyer assumes all risks (including the risk of suit) that the product or any use of the product will infringe existing or subsequently issued patents, trademarks, or copyrights.

- a) Any documentation included with Product purchased from ProSoft is protected by copyright and may not be duplicated or reproduced in any form without prior written consent from ProSoft.
- b) ProSoft's technical specifications and documentation that are included with the Product are subject to editing and modification without notice.
- c) Transfer of title shall not operate to convey to Customer any right to make, or have made, any Product supplied by ProSoft.
- d) Customer is granted no right or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by any license agreement accompanying such software or other intellectual property.
- e) Customer agrees that it shall not, and shall not authorize others to, copy software provided by ProSoft (except as expressly permitted in any license agreement accompanying such software); transfer software to a third party separately from the Product; modify, alter, translate, decode, decompile, disassemble, reverse-engineer or otherwise attempt to derive the source code of the software or create derivative works based on the software; export the software or underlying technology in contravention of applicable US and international export laws and regulations; or use the software other than as authorized in connection with use of Product.
- f) **Additional Restrictions Relating To Software And Other Intellectual Property**

In addition to compliance with the Terms of this Warranty, Customers purchasing software or other intellectual property shall comply with any license agreement accompanying such software or other intellectual property. Failure to do so may void this Warranty with respect to such software and/or other intellectual property.

6.2.5 Disclaimer of all Other Warranties

The Warranty set forth in What Is Covered By This Warranty (page 35) are in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

6.2.6 Limitation of Remedies **

In no event will ProSoft or its Dealer be liable for any special, incidental or consequential damages based on breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Damages that ProSoft or its Dealer will not be responsible for include, but are not limited to: Loss of profits; loss of savings or revenue; loss of use of the product or any associated equipment; loss of data; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including, customers of the Purchaser; and, injury to property.

** Some areas do not allow time limitations on an implied warranty, or allow the exclusion or limitation of incidental or consequential damages. In such areas, the above limitations may not apply. This Warranty gives you specific legal rights, and you may also have other rights which vary from place to place.

6.2.7 Time Limit for Bringing Suit

Any action for breach of warranty must be commenced within 39 months following shipment of the Product.

6.2.8 No Other Warranties

Unless modified in writing and signed by both parties, this Warranty is understood to be the complete and exclusive agreement between the parties, suspending all oral or written prior agreements and all other communications between the parties relating to the subject matter of this Warranty, including statements made by salesperson. No employee of ProSoft or any other party is authorized to make any warranty in addition to those made in this Warranty. The Customer is warned, therefore, to check this Warranty carefully to see that it correctly reflects those terms that are important to the Customer.

6.2.9 Allocation of Risks

This Warranty allocates the risk of product failure between ProSoft and the Customer. This allocation is recognized by both parties and is reflected in the price of the goods. The Customer acknowledges that it has read this Warranty, understands it, and is bound by its Terms.

6.2.10 Controlling Law and Severability

This Warranty shall be governed by and construed in accordance with the laws of the United States and the domestic laws of the State of California, without reference to its conflicts of law provisions. If for any reason a court of competent jurisdiction finds any provisions of this Warranty, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible and the remainder of this Warranty shall remain in full force and effect. Any cause of action with respect to the Product or Services must be instituted in a court of competent jurisdiction in the State of California.

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