
ANNEX

to ABB ABILITY™ GENERAL TERMS AND CONDITIONS

PROFESSIONAL SERVICES TERMS

1. Scope

- 1.1 These Professional Services Terms are an Annex to the ABB Ability™ General Terms and Conditions (GTC Ability) and provide the additional terms that govern the provision by ABB entity (“ABB”) of Professional Services to the contracting entity (“Customer”) indicated in the Services Order.

2 Provision of Professional Services

- 2.1 Subject to the terms and conditions of the Contract, ABB will provide Customer the Professional Services specified in the Service Order using reasonable skill and care.
- 2.2 **Change Procedures.** Any change to the scope of Professional Services to be provided under a Service Order, including the fees payable, shall be agreed to in writing by the Parties. All such changes shall be processed in accordance with the change request procedures as set forth in the applicable Service Order if any.

3 Your responsibilities

- 3.1 Customer shall (a) designate and provide a project manager and /or primary point of contact who will be responsible for coordinating Customer`s actions as well as an executive sponsor at a level equal to that of the counterpart named at ABB; (b) provide sufficient, qualified, and knowledgeable personnel and participate in relevant meetings; (c) make timely decisions necessary to move the Professional Services forward; (d) provide ABB with reasonable access to Customer facilities in order to enable ABB to perform the Professional Services; (e) to the extent necessary to provide the Professional Services, provide ABB with such reasonable working space, equipment and office support and an adequate environment for ABB personnel, where they can conduct efficient analytical work; (f) provide access to information and data related to the scope of Professional Services and (g) perform such other duties and tasks as set forth in the Service Order to facilitate ABB and ABB subcontractors` performance of the Professional Services set forth thereunder. In addition all obligations as set out in Section 4 of the GTC Ability also apply to Professional Services.

3.2 Customer acknowledges and agrees that ABB`s ability to perform the Professional Services is conditioned upon Customer`s timely performance of the Customer Responsibilities and any assumptions described in the Service Order.

4 Charges and payment

- 4.1 Charges and payment terms and conditions are set out in the Service Order.

5 Intellectual Property Rights

- 5.1 All Intellectual Property Rights in the ABB Pre-Existing Material shall remain vested in ABB. All Intellectual Property Rights in Customer Pre-Existing Material shall remain vested in Customer.
- 5.2 ABB owns any and all right, title and interest in and to the Deliverables including, without limitation, all Intellectual Property Rights related thereto. ABB grants Customer and/or Customer's Affiliates a non-exclusive, non-transferable, limited and revocable license to use the Deliverable for period set out in the Service Order for Customer's internal business purposes as well as permit third parties to do the same for the sole purpose of providing services to Customer and/or Customer Affiliates.
- 5.3 To the extent that ABB Pre-Existing Material is embedded in any Deliverables, ABB grants Customer a license to use the ABB Pre-Existing Material as part and only for the purpose of using such Deliverables.

6 Warranties

- 6.1 Subject to Section 9 of the GTC Ability, except as expressly provided herein, ABB excludes all warranties, representations, terms, conditions of any kind, commitments of merchantability, non-infringement or fitness for a particular purpose or of satisfactory quality.

7. Use of Customer name

- 7.1 Customer grants ABB the right to use the Customer name, logo, quotes, trademark and/or information to the extent not considered Confidential Information for marketing purposes, testimonials and referrals, unless specified otherwise in the Service Order. Customer agrees also to allow ABB to use specific pre-agreed information related to the collaboration to create a case history to be used for marketing purposes.

8 Term

- 8.1 These Professional Services Terms will become effective as set out in the Service Order.

9 General provisions

- 9.1 Non-Solicitation: During the term of the Contract, and for twelve (12) months thereafter, Customer shall not, directly or indirectly, solicit any current or former ABB employees who have provided Professional Services to Customer under the Contract, without ABB's prior written consent.

10. Definitions and interpretations

All capitalized terms used in these Professional Services Terms shall have the meaning described in the GTC Ability, except where the context of these Professional Services Terms require otherwise.

10.1 Definitions.

“ABB Pre-Existing Material” means all materials created by or licensed to ABB prior to or outside the Contract and any modifications and derivatives thereto including, without limitation, all Intellectual Property Rights related thereto;

“Customer Pre-Existing Material” means all materials created by or licensed to Customer prior to or outside the Contract including, without limitation, all Intellectual Property Rights related thereto;

“Deliverable” means an expression of ABB findings, analyses, conclusions, opinions, recommendations, concepts, ideas, techniques, methodologies, designs, modifications, enhancements, code and other materials developed by ABB, ABB Affiliates and/or ABB subcontractors on its own or in collaboration with Customer and delivered by ABB in connection with the Professional Services provided;

“Professional Services” means the implementation, training, customization, consulting, managed services, hosting, or other consulting services excluding maintenance and support services provided by ABB to Customer pursuant to a Service Order;

“Service Order” means the order for services or Scope of Work document describing the Professional Services to be provided hereunder which refers to the Contract. The Service Order will be deemed incorporated herein by reference.