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SPECIAL TERMS AND CONDITIONS TO ABB ABILITY™ MARKETPLACE  
GENERAL TERMS AND CONDITIONS (“MARKETPLACE GTC”) AND ABB  
ABILITY™ GENERAL TERMS AND CONDITIONS (“ABILITY GTC”)  
FOR LMP POST EVENT ANALYTICS

1. Definitions

All capitalized terms used in these STC shall have the meaning described in the GTC except where the context of these STC require otherwise.

“Customer Reports” means reports created by Customer containing External Content extracted from the ABB Services which has been summarized, aggregated, or otherwise altered by Customer.

“Documentation” means any user guides and manuals, whether in written or electronic form, provided by ABB regarding the ABB Digital Offering.

“External Content” includes information obtained by ABB from publicly available sources and made available by ABB to Customer.

“Independent System Operators” are organizations formed at the recommendation of the Federal Energy Regulatory Commission (FERC) to establish, coordinate, control, and monitor the operation of the electrical power system within one or more US states.

2. Product/Service description

LMP Post Event Analytics is a cloud-based solution that provides market participants with hourly fundamental price analysis including price spreads and price-influencing factors that (1) collects, cleans and joins market information from an Independent System Operator and other reported sources with statistical analysis and (2) provides the cleaned and joined data for download and analysis. This is sold for each Independent System Operator footprints separately.

3. Section 4.2.3 of the GTC is amended as follows:

Customer support will be provided during regular U.S. business hours from 8am to 5pm MT (excluding U.S. holidays) in accordance with ABB’s applicable support policies in effect at the beginning of the then-current term by emailing: [Insights-Support@PGES@abb.com](mailto:Insights-Support@PGES@abb.com).

4. Section 5.2 of the GTC is amended as follows:

License for Subscription Services

Customer must not, or permit any third party to, directly or indirectly (a) modify or otherwise create any derivative works of or form the ABB Services; (b) use any External Content except solely with the ABB Services; (c) frame or mirror any part of any ABB Service, other than framing for Customer’s own internal business purposes; or (d) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the U.S.

Department of State. Further Customer shall not access, use, reproduce, display, copy or use the ABB Services for the benefit of any person or entity other for Customer's internal use, except for (a) periodic summary reports of research results used in connection with Customer's customary business practices; and (b) the creation and distribution of Customer Reports. Customer hereby warrants that it is not an ABB Competitor or accessing the ABB Services on behalf of, or at the direction of, an ABB Competitor. Customer may not, and will not permit its employees or agents to, sublicense, transfer, redistribute, resell or otherwise disclose Content to any other individual or legal entity, free of charge or for consideration, in whatever manner or form. Customer shall keep the Content in strictest confidence and use its best efforts to prevent the unauthorized publication, disclosure or copying of the Content. Any and all rights not expressly granted to Customer hereunder are reserved by ABB. Nothing set forth in this Agreement is intended to be, or is, a grant to Customer of any other intellectual property rights of ABB.

5. The following shall be added at the end of Section 5.4 of the GTC:

Pilot Services are limited to use in a non-production environment and ABB shall have no obligation to: (i) provide maintenance or support; or (iii) notify Customer of any bug fixes, patches, updates, or upgrades.

6. Section 8 of the GTC is replaced with the following:

#### WARRANTY DISCLAIMER.

ABB takes reasonable measures to incorporate accurate and reliable data in the ABB Services; however, ABB uses publicly available sources to collect the data and information incorporated into the ABB Services and cannot verify the accuracy, completeness or timeliness of any such data or information. Accordingly, except as specifically set forth in this Agreement, THE ABB SERVICES, AND ALL DATA AND RESULTS DERIVED THEREFROM, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS," AND ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ABB SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, THE CONTENT OF INFORMATION TRANSMITTED BY YOU THROUGH THE ABB SERVICES OR ANY LOSS, DELAY, INTERRUPTION, OR INACCURACY OF SUCH COMMUNICATIONS, LOSS OR INTERRUPTION OF DATA, RECORDINGS, COMPUTER TIME OR VOICE TRANSMISSIONS; ALTERATION OR ERRONEOUS TRANSMISSION OF DATA; ACCURACY OF DATA; INABILITY TO USE THE ABB SERVICES TO CONTACT EMERGENCY SERVICES; UNAUTHORIZED ACCESS TO OR USE OF VOICE OR DATA PROCESSED OR TRANSMITTED BY, TO OR THROUGH THE ABB SERVICE; OR PROGRAM ERRORS), AND ABB EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. ABB DOES NOT WARRANT THAT: (a) THE SERVICES WILL OPERATE UNINTERRUPTED; (b) ALL ERRORS CAN BE CORRECTED; (c) THE ABB SERVICES ARE DESIGNED TO MEET ANY OF CUSTOMER'S BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED IS ACCURATE OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE SERVICES FOR ITS REQUIREMENTS.

EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. CUSTOMER ACKNOWLEDGES AND AGREES THAT FOR ABB SERVICES COMPRISED OF DATA, INFORMATION, ANALYSES, OR MODELS, ABB OBTAINS ITS DATA FROM THIRD PARTY

SOURCES, AND THE DATA MAY NOT BE COMPLETELY THOROUGH AND ACCURATE, AND CUSTOMER SHALL NOT RELY ON ABB FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED THROUGH SUCH SERVICES. CUSTOMER ACCEPTS ALL SUCH INFORMATION ON AN "AS IS" "AS AVAILABLE" BASIS.

7. The following shall be added to Section 12.1.2 of the GTC:

Any fixed or minimum term Contract for a subscription to an ABB Digital Offering is non-cancellable and non-refundable. ABB may revise prices at any time.