



## Renewable Insights SaaS Access Terms (“Agreement”)

### 1. DEFINITIONS.

“ABB Competitor” means an entity whose primary business is to develop and market software, data and services for external commercial sale and distribution in direct competition with the ABB Services.

“ABB Services” means (a) the ABB Software and (b) Content that ABB provides remote access to as stated in an Order; and (d) and any reports or other output derived from such sources. ABB Services may change at any time without notice.

“ABB Software” means the object code versions of the software and any related databases or documentation developed by or for ABB under this Agreement.

“Access Credentials” means any user name, identification number, password, security key, security token, PIN or other security code, method, technology or device used, to verify authorization to access and use the ABB Services.

“Access Term” means the term stated on an Order during which Subscriber has access to the ABB Services.

“Authorized User” means any employee of Subscriber (or any contractor engaged by Subscriber for the purposes of staff augmentation) who is authorized to use the ABB Services.

“Confidential Information” means non-public information including, without limitation, the terms, conditions and pricing specified in any Order. Confidential Information of ABB includes, without limitation, the ABB Software, all software provided with the ABB Software, the source code, and all algorithms, methods, techniques and processes revealed by the source code, the ABB Services and all data and information provided through the ABB Services. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by receiving party without reliance in any way on the Confidential Information.

“Content” means information obtained by ABB from publicly available sources and made available by ABB to Subscriber.

“Disabling Device” means any software, hardware or other technology, device or means used by ABB to disable Subscriber's access to or use of the ABB Services.

“Documentation” means any user guides and manuals, provided by ABB regarding the ABB Services.

“Employee” means an employee of each party, including contractors engaged to augment staff.

“Harmful Code” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner the ABB Services or the security, integrity, confidentiality or use of any data, or (b) prevent Authorized Users from accessing or using the ABB Services. Harmful Code does not include any ABB Disabling Device.

“Order” means the method by which Subscriber orders the ABB Services.

“Subscriber” means the person or entity who has contracted to receive ABB Services pursuant to an Order.

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

“User ID” means user identification codes and passwords pertaining to the ABB Services



## 2. SERVICES AND RESTRICTIONS.

(a) Right to Access ABB Services. ABB grants to Subscriber's Authorized Users, a limited, non-exclusive, non-transferable, non-sublicensable right to use the ABB Services for Subscriber's own internal business operations (except as expressly authorized herein), during the Access Term as stated on the applicable Order ("Permitted Use"). Subscriber acknowledges that the ABB Services may contain usage protection procedures that limit access to, and usage of, the ABB Services for the Permitted Use under the Order. Subscriber may not make use of any ABB Services for which Subscriber has not expressly obtained a right under the Order. Subscriber is responsible for any person or company who accesses the ABB Services using Subscriber's Access Credentials. Any rights not expressly granted in this Agreement or the Order, are expressly reserved.

(b) Usage Limits. ABB Services are subject to usage limits specified in each Order. Unless otherwise stated on an Order, (a) the ABB Service may not be accessed by more than the number of Authorized Users, (b) an Authorized User's password may not be shared with any other individual, and (c) an Authorized User identification may only be reassigned to a new individual replacing one who will no longer use the ABB Service.

(c) Restrictions. Except as otherwise expressly herein or in an Order, Subscriber must not, or permit any third party to, directly or indirectly: (a) access or use the ABB Services; (b) reverse engineer, disassemble, or decompile the ABB Services; (c) sell, resell, sublicense, rent, lease, distribute, make available or otherwise transfer the ABB Services; (d) use the Services for any third-party use including, but not limited to, training, facilities management, time-sharing, service bureau use, data processing, or publicly perform or publicly display the ABB Services (e) modify or otherwise create any derivative works of or form the ABB Services; (f) attempt to circumvent or render inoperative any usage restriction features; (f) remove, obscure, alter, or move ABB's or its licensors' proprietary notices (including, without limitation, any copyright or trademark notices) of ABB or its licensors from the ABB Services; (g) use any Content except solely with the ABB Services; (h) interfere with or disrupt the integrity or performance of any ABB Services, (i) attempt to gain unauthorized access to any ABB Service or ABB's systems or networks, (j) permit direct or indirect access to or use of any ABB Service in a way that circumvents a contractual usage limit, or use any of the ABB Services to access or use any of intellectual property except as permitted herein; (k) copy ABB Services except as permitted herein; (l) frame or mirror any part of any ABB Service, other than framing for Subscriber's own internal business purposes; (m) access any ABB Service in order to build a competitive product or service; (n) violate ABB's Acceptable Use Policy ("AUP") located at [ABB Acceptable Use Policy](#); or (o) process or store any Subscriber Data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State. Any interface information necessary to achieve interoperability of the ABB Services with independently created computer programs can be provided by ABB at ABB's then-current fees upon execution of an Order. Further Subscriber shall not access, use, reproduce, display, copy or use the ABB Services for the benefit of any person or entity other for Subscriber's internal use, except for (a) periodic summary reports of research results used in connection with Subscriber's customary business practices; and (b) the creation and distribution of Subscriber Reports. Subscriber 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. Subscriber 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. Subscriber 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 Subscriber hereunder are reserved by ABB. Nothing set forth in this Agreement is intended to be, or is, a grant to Subscriber of any other intellectual property rights of ABB.

(d) Authorized Users; Subscriber Obligations; Security. It is Subscriber's duty to keep secure and hold in the strictest confidence all User IDs and the information obtained through the ABB Services. Accordingly, Subscriber agrees to: (i) prohibit the sharing of User IDs amongst Authorized Users; (ii) take all commercially reasonable measures to prevent unauthorized access to, or use of, the ABB Services or the data received therefrom, whether the same is in electronic form or hard copy, by any third party; (iii) not access and/or use the ABB Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by ABB; (iv) ensure that each of the Authorized Users that is not an employee of Subscriber has signed a written agreement with terms at least as restrictive as those contained in this Agreement; and (v) not use any framing techniques to frame, wrap, or enclose the ABB Services or the information contained therein. Subscriber is liable for any breach of the terms of this Agreement by any Authorized Users. Subscriber is responsible for (a) notifying ABB promptly of any unauthorized access or use; and (b) using ABB Services only in accordance with applicable laws and government regulations.

**3. OWNERSHIP.** Subscriber owns all right, title and interest in all of Subscriber's Confidential Information. ABB owns all right, title, and interest in (i) all ABB Confidential Information; (ii) the ABB Services including, without limitation,



the Documentation, all patent, trademark, copyright, trade secret, and other intellectual property rights; (iii) any deliverables and/or work product developed while providing the ABB Services under this Agreement; and (iv) enhancements, modifications or derivative works to the ABB Services. ABB's licensors own all right, title, and interest in all Content and related documentation including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights. ABB may utilize all ideas, suggestions and feedback, or the like that Subscriber provides to ABB or otherwise makes with respect to the ABB Services without any obligation to Subscriber. To the extent that Subscriber has or later obtains any intellectual property rights in and to the ABB Services, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, Subscriber hereby disclaims such rights, and assigns and transfers such rights exclusively to ABB, and agrees to provide reasonable assistance to ABB to give effect to such assignment and to protect, enforce and maintain such rights.

**4. PROTECTION OF CONFIDENTIAL INFORMATION.** Each party may provide Confidential Information to the other party. Neither party will (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party; or (b) use Confidential Information for any purpose, except as expressly contemplated by the Order, or otherwise authorized in writing by the other party. Each party must limit the disclosure of the other party's Confidential Information, to Employees with a need-to-know and who have been advised of the confidential nature thereof, or third party consultants with a need-to-know and who have been contractually obligated to maintain such confidentiality through signature of a written agreement acknowledging the non-disclosure obligations of this Agreement; provided, however, that Subscriber must obtain ABB's prior written consent before disclosing any ABB Confidential Information to any third party. Each party must provide the other party with copies of any such agreements upon written request. Each party must be liable for any breach by any Employee or third party consultant of the confidentiality obligations under this Agreement.

If a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party must use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent possible; and (c) make such disclosure only to the extent required.

#### **5. FEES AND PAYMENT.**

(a) Fees. Subscriber must pay to ABB the fees stated in each Order prior to receiving access to the ABB Service. All fees are non-refundable. Cancellation does not entitle Subscriber to any refund or pro rata refund.

(b) Taxes. Subscriber is liable for any and all sales, use, excise, value added ("VAT"), GST (goods and services tax), customs fees, or other similar taxes to be paid by either party under this Agreement, including withholding taxes arising from international transactions. If Subscriber is exempt from the payment of any taxes, Subscriber must provide ABB with a valid tax exemption certificate or proof of Subscriber's direct payment of taxes to the applicable taxing authority, otherwise Subscriber must pay to ABB all such taxes. Subject to the foregoing, ABB is solely responsible for any taxes based on its income.

**6. 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 SUBSCRIBER 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 SUBSCRIBER'S BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED IS ACCURATE OR ERROR-FREE. SUBSCRIBER 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. SUBSCRIBER 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 SUBSCRIBER SHALL NOT RELY ON ABB FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED THROUGH SUCH SERVICES. SUBSCRIBER ACCEPTS ALL SUCH INFORMATION ON AN “AS IS” “AS AVAILABLE” BASIS.

## **7. INDEMNIFICATION.**

7.1 General Indemnification. Except for claims covered by Section 7.3 below, each party (“Indemnifying Party”) must indemnify and defend the other party (“Indemnified Party”) against any third party claim, including costs and reasonable attorney’s fees, in which the Indemnified Party is named because of negligent conduct or willful misconduct by the Indemnifying Party or its Employees, while performing its obligations pursuant to any Order, which result in death, personal injury or property damage; provided that (a) the Indemnified Party gives the Indemnifying Party prompt notification in writing and reasonable assistance, at the Indemnifying Party’s expense, in the defense of such claim; and (b) the Indemnifying Party has the sole authority to defend or settle such claim as long as such settlement must not include a financial obligation on the Indemnified Party.

7.2 Subscriber Indemnification. Subscriber agrees to indemnify and hold ABB harmless against any third party claim arising out of or relating to Subscriber’s violation of the ABB AUP; Subscriber will indemnify, defend and hold harmless ABB and its directors, officers and employees from and against any and all damages, liabilities, losses, fees, expenses, penalties and costs (including reasonable attorneys’ fees, costs and disbursements) arising as a result of or otherwise related to all claims, suits or proceedings to the extent any such claim, suit or proceeding arises from or relates to any acts or omissions on the part of Subscriber or any Authorized User (or any person using Subscriber’s User IDs) in connection with the ABB Services. Subscriber agrees to indemnify and hold ABB harmless for any loss or damage suffered by ABB from any unauthorized disclosure by Subscriber of Third Party Data to any other party. Subscriber acknowledges that in the event ABB brings an action to enforce their respective rights under this clause, the damage to for improper disclosure may be irreparable and ABB will be entitled to an appropriate injunction in addition to other remedies available at law.

7.3 Infringement Indemnification. ABB will indemnify and defend Subscriber against any claim brought against Subscriber by third parties alleging the use of any of the ABB Services: (a) infringes a patent, copyright or trademark; or (b) misappropriates any third party trade secret (collectively, an “Infringement Claim”); provided that (i) Subscriber gives ABB prompt notification in writing of any such Infringement Claim and reasonable assistance, at ABB’s expense, in the defense of such Infringement Claim; and (ii) ABB has the sole authority to defend or settle such Infringement Claim and such settlement must not include a financial obligation on Subscriber.

7.4 Indemnification Limitations. ABB has no obligation for any Infringement Claim arising out of or relating to: (a) a modification created by or at the direction of Subscriber or a third party; (b) use of a ABB Services other than in accordance with this Agreement; (c) use of the ABB Services in combination with other materials, where absent such combination, the affected ABB Services would not be the subject of the Infringement Claim; or (d) any Third-Party Content.

7.5 Effect of Infringement Claim. If an Infringement Claim is or, in ABB’s reasonable belief, is likely to be asserted, (a) ABB may require Subscriber to discontinue use of the ABB Services immediately; and (b) ABB will, at its sole option, either (i) procure for Subscriber the right to use the ABB Services; (ii) replace the ABB Services with non-infringing ABB Services or modify the ABB Services to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in (b)(i) and (b)(ii) are not commercially feasible, as determined by ABB in its sole discretion, terminate the applicable Order, in whole or in part, and pay Subscriber a pro rata refund of the fees paid by Subscriber for the ABB Services.

7.6 Exclusive Remedy. THIS SECTION STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ABB TO SUBSCRIBER, AND SUBSCRIBER’S SOLE REMEDY WITH RESPECT TO ANY CLAIM OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

## **8. LIMITATIONS ON LIABILITY.**

8.1 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; (b) BREACH OF ABB INTELLECTUAL PROPERTY RIGHTS; OR (c) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER



PARTY SHALL BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR CLAIMS ARISING OUT OF (a) BREACH OF CONFIDENTIALITY; OR (b) BREACH OF ABB INTELLECTUAL PROPERTY RIGHTS; OR (c) THE PARTIES' INDEMNIFICATION OBLIGATIONS IN CLAUSE 8.1, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY SUBSCRIBER TO ABB FOR THE ABB SERVICES TO WHICH THE CLAIM RELATES IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

8.3 EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT ABB WOULD NOT ENTER INTO THIS AGREEMENT OR APPLICABLE ORDER FORM OR SOW WITHOUT THESE LIMITATIONS ON ITS LIABILITY. NOTWITHSTANDING THE FOREGOING, SECTIONS 8.1 AND 8.2 SHALL NOT APPLY TO LIABILITIES THAT CANNOT BE LIMITED BY LAW.

## 9. TERM AND TERMINATION.

(a) Term. Subscriber's subscription to the ABB Services will commence on the Effective Date and shall remain in effect for the service term set forth in the Order (the "Term").

(b) Termination. In addition to any other remedy available to ABB under this Agreement, ABB may terminate this Agreement and/or Subscriber's subscription to the ABB Services (in whole or in part) if Subscriber commits a material breach. This Agreement will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on the business carried on by it. Provisions hereof relating to limits on liability, provisions concerning protection of Confidential Information, indemnification, use and protection of the ABB Services and its information and data, payment for the ABB Services, audits, and disclaimers of warranties shall survive the termination of this Agreement.

(c) Effects of Termination. Immediately upon the effective date of the termination of this Agreement or the ABB Services for any reason, all of Subscriber's rights granted hereunder will cease to exist. Subscriber will, at ABB's sole discretion, return to ABB or destroy the ABB Services and all copies thereof and certify in writing Subscriber's compliance with such obligation.

**10. RIGHT TO INJUNCTIVE RELIEF.** Subscriber acknowledges that Subscriber's breach of its obligations with respect to ABB's proprietary rights will cause irreparable injury to ABB and will entitle ABB to seek injunctive or other equitable relief.

**11. MODIFICATIONS.** ABB may make commercially reasonable updates to the Services or the AUP from time to time.

**12. AUDIT RIGHTS.** ABB has the right, upon reasonable written notice and during normal business hours, to audit the Subscriber in order to verify compliance with this Agreement only once in any twelve (12) month period. If an audit reveals that Subscriber has underpaid for ABB Services based on Subscriber's actual use, then Subscriber must pay ABB: (a) applicable fees at ABB's then-current list rates; (b) any applicable late charges; and (c) if an audit reveals that Subscriber has underpaid by five percent (5%) or more, ABB's reasonable costs of conducting the audit. If an audit reveals Subscriber is using the ABB Services in a manner not permitted by this Agreement, Subscriber agrees to take, at Subscriber's expense, all reasonable corrective action required by ABB.

**13. FOR U. S. GOVERNMENT END USERS.** The ABB Services were developed at private expense and are a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the ABB Services with only those limited rights set forth therein.

**14. EXPORT CONTROL NOTICE.** Subscriber acknowledges the ABB Services, or any part thereof, are being released or transferred to Subscriber in the United States and are therefore subject to United States export control laws. Subscriber acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. Subscriber shall defend, indemnify, and hold ABB and its licensors harmless from and against any and all



claims, judgments, awards, and costs, including Subscriber's noncompliance with applicable export laws with respect to the use or transfer of the ABB Services outside the United States by Subscriber.

**15. RELATIONSHIP OF THE PARTIES; PUBLICITY.** Subscriber and ABB are independent contractors of one another. Neither party shall at any time represent that they are authorized agents or representatives of one another. Without ABB's prior written consent, Subscriber will not issue press releases relating to its status as a subscriber of the ABB Services or use ABB's logos or trademarks in promotional materials or on its web site. ABB may, upon notice to Subscriber, issue press releases relating to Subscriber's status as a subscriber of the ABB Services and display Subscriber's name in ABB's customer list in promotional materials and on its web site, unless Subscriber specifically requests ABB not to do so.

**16. FORCE MAJEURE.** Other than for payments due, neither party will be liable to the other for any failure or delay in performance due to circumstances beyond its reasonable control including, without limitation, acts of God, labor disruption, war, terrorist threat or government action; provided that if either party cannot perform its obligations for one of the foregoing reasons it must give prompt written notice to the other party and any time for performance must be extended for a period equal to the duration of the conditions preventing performance.

**17. ABB AFFILIATES.** Any ABB Affiliate may contract under this Agreement by entering into an applicable Order with Subscriber. Such ABB Affiliate is deemed to be "ABB" under the applicable Order.

**18. GENERAL.** This Agreement and all Orders will be governed by the laws of the State of Georgia, USA, without regard to or application of conflicts of law rules. The parties explicitly disclaim the application of the UN Convention on the Sale of Goods. If any provision of this Agreement is held to be unenforceable, that provision will be reformed in order to comply with the law and to the extent possible give effect to the original intent and economic impact of the original provision, and the remaining provisions will remain in full force. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither this Agreement, nor any Order, nor any rights or obligations of Subscriber under this Agreement or any Order, may be assigned, delegated or transferred by Subscriber (in whole or in part and including by sale, merger, or operation of law) without the prior written approval of ABB. ABB's consent may be granted or withheld in its sole discretion and may be conditioned upon payment by Subscriber of a transfer, assignment or other fee, and such condition is not deemed unreasonable except as permitted by Section 16, this Agreement, together with the Order. comprise the complete and exclusive statement of the agreement between the parties, and shall supersede any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter hereof. This Agreement will not be modified except by a subsequently dated written amendment or exhibit signed by both parties by their duly authorized representatives. This Agreement shall control over any inconsistent provision contained in any purchase order or other documentation submitted by Subscriber in connection herewith, except for those terms accepted by ABB in writing.