
ABB GENERAL TERMS AND CONDITIONS ABB SHOP – DIGITAL OFFERINGS

1 Scope and Contract Formation

- 1.1 **Parties and scope.** The terms and conditions in these ABB General Terms and Conditions ("GTC") together with any Annex, Special Terms and Conditions (STC), Order, a channel partner / reseller framework agreement, any or other terms and conditions referred to in these GTC (together, the "**Purchaser Contract**") are agreed between the ABB entity ("**ABB**") and the contracting entity ("**Purchaser**") indicated in the Order. The Purchaser Contract governs ABB's provision and Purchaser's purchase, resale, and distribution of the ABB Digital Offering to third party customers ("**Customer**").
- 1.2 **Covered scenarios.** These GTC apply to ABB's sale of the ABB Digital Offering to (i) Purchasers who resell the ABB Digital Offering to Customers "as is" without providing further services, (ii) Purchasers who are integrating the ABB Digital Offering into their products and/or (iii) Purchasers who sell the ABB Digital Offering by providing additional services, including the operation, maintenance, support, and/or consulting related to the integrated Services ("**Managed Services**") to Customers and/or (iv) Purchasers who purchase ABB Digital Offerings for the purpose of support their own internal business purposes. Any ABB Service Partners, for the purpose of these GTC, that accept these GTC are considered "**Purchasers**" and are subject to the terms of these GTC. For the avoidance of doubt: these GTC apply in addition to the ABB channel partner agreement that the Purchaser has signed with ABB.
- 1.3 **Contract formation.** The Contract comes into effect when Purchaser and ABB have entered into an Order under these GTC or ABB and the Purchaser agree to apply these Purchaser GTC as a framework agreement for all future orders for the ABB Digital Offerings until further notice.
- 1.4 **Relationship between the parties.** Except where explicitly specified otherwise in the Order or in other terms and conditions, the parties agree that the relationship between the parties is solely that of a "seller" and "purchaser". Purchaser is not, and shall not be, an agent, representative or joint venture of ABB. Purchaser has no authority to assume or create any obligation for or on behalf of ABB, whether express or implied, with respect to the ABB Digital Offerings.
- 1.5 **Applicability.** These GTC apply for all ABB Digital Offerings, unless otherwise agreed.
- 1.6 **Order of Precedence.** To the extent of a conflict, the order of precedence between the documents comprising the Purchaser Contract, unless differently specified in the Order, is the following (those higher in the list prevailing): (i) the Order; (ii) the STC and/or EULA; (iii) Annex(es) (iv) the Data Privacy Policy; (v) the Acceptable Use Policy; (vi) the GTC.

2 Customer Contracts

- 2.1 **Customer Contracts.** In order to resell or otherwise distribute the Services, Purchaser agrees that it will directly enter into an agreement with each Customer, or other ABB Service Partners, incorporating the ABB Terms of Use attached to these GTC as Annex 1 ("ToU"), any Special Terms and Conditions ("STC") or other terms and conditions applicable to the relevant Services ("Customer Contract"). Purchaser shall ensure that the Customer may only use the ABB Digital Offerings in accordance with the ToU, any STC or other terms and conditions applicable to the ABB Digital Offerings. ABB will make available to Purchaser the STC or other terms and conditions applicable to the ABB Digital Offering subject to the Purchaser Contract.
- 2.2 **End user license agreement.** ABB may establish ABB Digital Offering specific end user license terms that need to be accepted during activation, subscription, installation, log in and/or use of the ABB Digital Offering. If such end user license agreements ("EULA") are applicable to the relevant Services, Purchaser shall, prior to entering into a Purchaser Contract and/or Customer Contract, (i) familiarize and (where applicable) agree to the terms that are included in the EULA; (ii) make available to Customer the EULA, and (iii) Purchaser shall

expressly state to Customer that the EULA applies to Customer's use of the Services and must be accepted by Customer during the activation, subscription, installation, log in and/or use of the ABB Digital Offering.

3 Orders and resale by Purchaser

- 3.1 **Orders by Purchaser.** Purchaser shall order all ABB Digital Offerings by using an Order.
- 3.2 **Acceptance of Order.** A contract on the purchase of ABB Digital Offerings between ABB and Purchaser comes into effect by ABB's written acceptance of the Order submitted by Purchaser, but not later than upon delivery and/or provision of the Digital Offering through ABB covered by the Order. Purchaser acknowledges and agrees that Orders are non-cancelable after acceptance by ABB. ABB reserves the right not to accept any Order from Purchaser for any reason in ABB's sole discretion.
- 3.3 **Changes to Digital Offerings.** ABB reserves the right to modify, change, amend, suspend or discontinue all or part of the ABB Digital Offering at any time at its own discretion. To the extent reasonable for ABB, ABB may notify Purchaser of any such modification, change, amendment, suspension or discontinuation of the ABB Digital Offering in writing with 30 (thirty) days prior notice. For Orders that ABB has accepted following Section 3.2, ABB will endeavor to avoid any major modification, change, revision, pause or stop of the ABB Digital Offering from impacting them for the duration of the term stated in the Order, but ABB will not be responsible to Purchaser and/or Customer for anything related to this. It is only up to Purchaser to inform Customer of any such change to the ABB Digital Offering.
- 3.4 **ABB Software.** ABB reserves the right to remotely install updates or upgrades to the ABB Software with or without notice. Updates or upgrades shall be governed by the terms and conditions of the Purchaser Contract unless such updates or upgrades are accompanied by a separate license provided by ABB in which case the terms and conditions of such separate license will take precedence over other documents forming the Purchaser Contract with regards to any conflicting terms. Notwithstanding the foregoing, except to the extent specifically set out otherwise in the Order, EULA or STC, ABB is not obliged to provide any updates or upgrades to the ABB Software.
- 3.5 **ABB's Relationship to Customer.** In the event that Purchaser ceases conducting business with Customer, ABB is under no obligation to provide the ABB Digital Offerings purchased by Customer from Purchaser directly to Customer, to refund Customer any fees paid by Customer to Purchaser, or to continue Purchaser's contractual relationship with Customer.
- 3.6 **Resale.** Purchaser shall, at any time, observe and adhere to the Purchaser Contract when reselling the Digital Offering to a Customer, or other ABB Service Partners.

5 Prices and Invoicing

- 5.1 **Prices in Purchasing Contract.** The Order will state the prices for Digital Offerings that ABB and Purchaser have agreed on.
- 5.2 **Prices in Customer Contract.** Prices that Purchaser charges a Customer under the Customer Contract will be determined solely between Purchaser and Customer, and not by ABB. ABB may, in its sole discretion, provide Purchaser with a list of recommended prices, or some similar price descriptions, which include the prices that ABB suggests are appropriate for the Services. Purchaser is not obliged to charge the prices suggested by ABB to Customer.
- 5.3 **Changes in Pricing.** ABB may change the pricing it charges Purchaser for ABB Digital Offerings at any time in its sole discretion, effective upon 30 (thirty) days written notice to Purchaser. Notwithstanding the foregoing, any pricing increase will not apply to any pricing previously agreed to in an Order or in a pricing proposal for ABB Digital Offerings submitted by Purchaser to a Customer before ABB notified Purchaser of the pricing increase for a period of 90 (ninety) days, provided that Purchaser provides ABB with a copy of such pricing proposal.
- 5.4 **Invoicing of Purchaser.** In accordance with the terms and conditions set forth in the Order, ABB shall invoice Purchaser for the ABB Digital Offerings. In the event that Purchaser has agreed to a subscription model, ABB shall issue recurring invoices in the sequence indicated in the Order, until the Contract is terminated by either party. All invoices shall be paid in the currency designated by ABB. Unless otherwise specified in the Order, for subscription model, initial invoice for the initial Term will be issued when the Order is placed. Recurring invoicing will be made quarterly or yearly in advance ("Billing Cycle") depending on the Purchaser's choice as defined

in the Order. Subscriptions are not pro-rated, meaning that the invoicing is for the whole Billing Cycle. For example, if Purchaser orders a subscription in the middle of the month, the whole month will be billed and the same applies when Purchaser terminates the subscription, in that case, despite when the termination is made, the whole ongoing Billing Cycle will be billed and ABB will not refund any prepaid amounts.

- 5.5 **Invoicing of Customer.** The payment terms set forth in the Purchaser Contract apply regardless of Purchaser's payment arrangements with any Customer. Purchaser is solely responsible for collecting all charges due from Customers for the ABB Digital Offerings and shall invoice Customers directly for such charges. Purchaser bears full risk of Customer nonpayment and shall not be relieved of its obligation to pay charges owed to ABB in the event of any such nonpayment.

6 Charges and Payment

- 6.1 **Charges.** Purchaser will pay the charges for the ABB Digital Offerings as set out in the Order. Purchaser will pay all invoiced amounts due under the Purchaser Contract within 30 (thirty) days from the date of the invoice in full without any set-off, deduction or withholding. Late payment interest of 1.5% per month or, if such rate is not permitted, the highest rate permitted under applicable Laws will be charged in case of late or incomplete payment.
- 6.2 **Taxes and customs.** ABB's charges are net, i.e. without taxes or other transaction levies. Purchaser is responsible for the payment of (i) any value added tax, sales tax, customs fee or other transaction levies as applicable; and (ii) any withholding taxes that either party must pay arising from international transactions. If Purchaser is exempt from the payment of any taxes, Purchaser must provide ABB with a valid tax exemption certificate or proof of Purchaser's direct payment of taxes to the applicable tax authority; otherwise Purchaser must pay to ABB all such taxes. Subject to the foregoing, ABB will be solely responsible for all taxes based on ABB's income.

7 Provision of ABB Digital Offerings

- 7.1 **Provision of ABB Digital Offerings by ABB.** Based on the order information as included in Section 3.1 of these GTC, ABB will deliver the ABB Digital Offerings. When ABB receives and approves a valid Order for ABB Digital Offerings, ABB will offer the ABB Digital Offerings for the use of Purchaser and/or the relevant Customer, following the terms agreed in the Order. Where Purchaser provides Managed Services to the Customer, ABB will provide the ABB Digital Offerings for the benefit of the Purchaser, subject to the additionally applicable special terms for Managed Services under Section 8 of these Purchaser GTC.
- 7.2 **Provision of ABB Digital Offerings to Customer by Purchaser.** Where the ABB Digital Offerings are provided by the Purchaser to the Customer, the Purchaser shall provide such ABB Digital Offerings to the Customer without modification and with all the documentation, and labeling as supplied by ABB, as well as notices relating to intellectual property rights and serial numbers, and any other materials or documentation intended for the Users of the Customer, including any EULA. Where Purchaser provides Managed Services to the Customer, Purchaser will comply with the additionally applicable special terms for Managed Services under Section 8 of these Purchaser GTC.
- 7.3 **Pilot Services.** Where ABB provides Pilot Services, these are subject to additional limitations as set out in this Section 7.3 which shall prevail over other provisions of these Purchaser GTC. Purchaser understands and acknowledges that Pilot Services may not have been fully tested or verified, may become unavailable, that their performance may be negatively affected, and/or that the Pilot Services may not meet industry practice security standards and might therefore negatively affect the Customer's internal procedures and business operations or impair the functionalities of their systems or devices. The foregoing applies accordingly to the Purchaser if the Purchaser uses Pilot Services on its own systems or devices when providing Managed Services to a Customer. ABB provides the Pilot Services "as is" without any warranties and excluding all liability to the fullest extent permitted under applicable Laws.

8 Specific terms for Managed Services

- 8.1 **Purchaser's use of ABB Digital Offerings for Managed Services.** ABB grants Purchaser a non-exclusive, non-transferable, limited and revocable right to use the ABB Digital Offerings for the purpose of providing Managed Services to Customer, provided that the Purchaser complies with the ToU, any STC or other terms and conditions, including the EULA, as applicable, when using the ABB Digital Offering. Where Purchaser uses the

ABB Digital Offerings for the purpose of providing Managed Services to Customer, Purchaser, with respect to such use, shall be deemed the "Customer" in the ToU, any STC or other terms and conditions including the EULA applicable to the ABB Digital Offerings.

- 8.2 **Audits for quality control.** Upon reasonable notice and during Purchaser's regular business hours, ABB (or its representatives) shall have the right to conduct audits, including on-site audits at Purchaser's premises to inspect and verify that the ABB Digital Offerings have been integrated in accordance with the ToU, STC and any EULA applicable to the ABB Digital Offerings, as well as in accordance with the Purchaser Contract.
- 8.3 **Fees for Managed Services.** Notwithstanding the provisions in Section 5 of these Purchaser GTC, Purchaser may, on its sole discretion, determine the fees charged to Customer for the operation, maintenance, support, and/or consulting services performed as part of the Managed Services.

9 Purchaser Obligations

- 9.1 **Customer Relations.** Purchaser shall be responsible for maintaining good relations with the Customer. Purchaser shall notify ABB of any material inquiries and/or any complaints by Customers.
- 9.2 **Compliance with Laws.** Purchaser will comply with all Laws applicable to the use, sale, marketing and distribution of the ABB Digital Offerings.
- 9.3 **Protection of reputation.** The Purchaser is obliged to protect the interests of ABB and not to do anything which could endanger or damage the reputation, the market position, creditworthiness or good will of ABB. Purchaser undertakes to observe the sales instructions of ABB.
- 9.4 **Relationship management.** The parties will each appoint a resource to meet as agreed in the onboarding process (or at mutually agreeable intervals as required) to review, among other things, customer feedback or complaints regarding the ABB Digital Offerings, and overall business relationship issues. The parties will mutually determine the place or communication channel and date of the meetings.

10 Proprietary rights

- 10.1 **Ownership and reservation of rights.** As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the ABB Digital Offering are and remain exclusively with ABB, its Affiliates or licensors. Purchaser has no rights in and to the ABB Digital Offering, other than those expressly granted pursuant to the Purchaser Contract.
- 10.2 **Purchaser Feedback.** Purchaser may provide feedback or suggestions related to the ABB Digital Offering. ABB and its Affiliates are entitled to use such feedback and suggestions, even if they are marked confidential (see Section 15.1), without any restrictions and any compensation to Purchaser.
- 10.3 **Customer Feedback.** Purchaser shall ensure that ABB and its Affiliates are entitled to use Customer's feedback or suggestions related to the ABB Digital Offering without any restrictions and any compensation to Customer.
- 10.4 **Prohibited uses.** Purchaser may not (i) create derivative works of the software, program, code or user interfaces comprising the ABB Digital Offering including translation or localization; (ii) copy the ABB Digital Offering or any part, feature, function or user interface thereof, (iii) reverse engineer the ABB Digital Offering (to the extent such restriction is permitted by law); (iv) interfere with or disrupt the integrity or performance of the ABB Digital Offering; (v) systematically access the ABB Digital Offering using "bots", "crawlers" or similar technologies, or attempt to gain unauthorized access to the ABB Digital Offering or their related systems or networks; (vi) use the ABB Digital Offering in order to build or promote a competitive commercial product or service or to build or promote a product or service using the same or similar ideas, features or functions as the ABB Digital Offering ; or (vii) use or distribute the ABB Digital Offering in any manner that violates any applicable Laws.

11 Intellectual property infringement

- 11.1 **Defense and indemnity.** If any third party makes a claim against Purchaser that the Services or the ABB Software infringe a third party's copyrights, patents or trademarks (a "**Claim**"), ABB will defend Purchaser against such Claim and pay the amounts finally awarded by a court against Purchaser or included in a settlement approved by ABB, provided that Purchaser will (i) give written notice of the Claim to ABB without undue delay,

specifying the nature of the Claim in reasonable detail; (ii) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of ABB; and (iii) allows ABB to control and reasonably cooperate in the defense and settlement of the Claim.

- 11.2 **Effect of Claim.** If a Claim is made or, in ABB's reasonable belief, is likely to be asserted, ABB may, at no cost to Purchaser: (i) procure for Purchaser the right to continue to use the ABB Software, or continue to take the benefit of any Services, that are affected by the Claim in accordance with the terms and conditions of the Purchaser Contract; or (ii) modify or replace the infringing ABB Software or re-perform the applicable Services so that it becomes non-infringing (provided that the modified or replaced ABB Software or the re-performed Services, provide substantially the same performance and functionality and do not adversely affect the use of the Services or ABB Software); or (iii) if the remedies set forth in Section 11.2(i) and 11.2(ii) are not commercially feasible, as determined by ABB in its sole discretion, terminate the applicable Order, in whole or in part, and pay Purchaser a pro rata refund of the fees paid by ABB for the infringing Service or ABB Software.
- 11.3 **Exceptions.** ABB has no liability or obligation related to any Claim if and to the extent the Claim arises out of or relating to (i) the use of Customer Content in the provision of the ABB Digital Offering or otherwise in connection with the Purchaser Contract; (ii) a modification of the ABB Digital Offering created by or at the direction of Purchaser or a third party; (iii) use of the Services or ABB Software other than in accordance with the terms of the Purchaser Contract; (iv) use of the Services or ABB Software in combination with any other hardware, software or other materials, where absent such combination, the affected Service or ABB Software would not be the subject of a Claim; (v) use of a version of the ABB Software for which ABB or Purchaser have provided updates or upgrades and Customer has not or not without undue delay, completely and accurately updated or upgraded the ABB Software; or (vi) any Third-Party Software.
- 11.4 **Sole and exclusive remedy.** This Section 11 states the sole, exclusive and entire liability of ABB to Purchaser and Purchaser's sole and exclusive remedy with respect to any claim or allegation of infringement or misappropriation of any third-party Intellectual Property Right.

12 Warranties, indemnity and disclaimers

- 12.1 **Digital Offerings warranty.** Subject to the conditions specific to the Digital Offering as specified in the Order, ABB may warrant that where ABB provides the Digital Offerings or makes the Digital Offerings available to Purchaser using commercially reasonable care and skill and in accordance with the specifications and descriptions set out in the Purchaser Contract in all material respects; and that they will apply commercially reasonable measures to maintain availability of the Digital Offerings where applicable (as described in the documentation provided with the Digital Offering); however, subject to unavailability or temporary disruption of the Digital Offerings due to operational measures (such as scheduled or emergency maintenance), security measures, connectivity or data transmission failure, unlawful acts of third parties, or other reasons that are beyond ABB's control.

Software warranty. Unless otherwise specified in the Order, ABB warrants that the ABB Software will perform in accordance with the specifications and description set out in the Agreement in all material respects for a period of three (3) months following delivery of the ABB Software to Customer. If Customer alleges that the ABB Software does not perform consistent with this ABB Software warranty, Customer must without undue delay, and in any event prior to the end of the ABB Software warranty period specified above in this clause, notify ABB in writing about the defect in reasonable detail and, if ABB are able, by application of commercially reasonable effort, to reproduce and verify the defect, ABB will use commercially reasonable efforts to provide corrections of, or avoidance procedures for documented deviations from this ABB Software warranty. Warranties related to any Third-Party Software, if any, are specified in the agreement between Customer and the provider of such Third Party Software. ABB does not provide any warranty related to Third Party Software.

If Purchaser alleges that a Digital Offering is not performed consistent with this Digital Offering warranty, Purchaser must notify ABB without undue delay, after becoming aware of the defect or having the possibility to gain knowledge of the defect but in no event later than 14 days thereafter, in writing about the defect in reasonable detail and, if ABB is able, by application of commercially reasonable effort, to reproduce and verify the defect, ABB will use commercially reasonable efforts to rectify the defect or, if the defect is of the nature of unavailability of Digital Offerings, restore the Digital Offerings which were not performed as warranted.

- 12.2 **DISCLAIMER.** EXCEPT AS OTHERWISE PROVIDED HEREIN, ABB PROVIDES THE DIGITAL OFFERINGS TO PURCHASER WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THE PURCHASER CONTRACT. EXCEPT AS EXPRESSLY SPECIFIED IN

THE PURCHASER CONTRACT, ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE DIGITAL OFFERINGS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE DIGITAL OFFERINGS WILL BE SECURE, UNINTERRUPTED AVAILABLE, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT PERMITTED BY LAW, THESE ARE PURCHASER'S EXCLUSIVE WARRANTIES AND THE REMEDIES SET OUT IN THIS CLAUSE ARE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH TO THE LIMITED WARRANTIES.

12.2 Purchaser warranty. Purchaser represents and warrants that it will take all reasonable measures to ensure that Purchaser and/or the Customer uses the ABB Digital Offering in accordance with the ToU, EULA any STC or other terms and conditions applicable to the ABB Digital Offering that Purchaser is obliged to incorporate into the Customer Contract.

12.3 Indemnification by Purchaser. Purchaser will indemnify and hold ABB and its Affiliates harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with (i) any violation by a Customer of the ToU, the STC or other terms and conditions applicable to the ABB Digital Offering incorporated into the Customer Contract; (ii) allegations that any Customer Content uploaded to the ABB Digital Offering by the Customer or Purchaser infringes or misappropriates a third party's intellectual property rights; (iii) Purchaser's or Customer's use of the ABB Digital Offering in breach of this Purchaser Contract, the ToU, EULA, STC, Order Form, or applicable law; and Section 9.2 ("Compliance with Law"); and (iv) any representation by Purchaser concerning the ABB Digital Offerings that is inconsistent with written material provided by ABB for the purposes of the Purchaser Contract.

13 Limitation of liability

13.1 Limitation of Liability. As between the parties and subject to Sections 13.2 and 13.3, ABB's total aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with a Contract shall be limited to the lower of (i) a sum equal to the charges paid by Purchaser to ABB for the specific Digital Offering giving rise to the claim in the 12 (twelve) months prior to the date on which the claim arose; and (ii) the value of the specific Purchaser Contract.

13.2 Exclusions. ABB shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Purchaser Contract, and even if ABB has been advised of the possibility of such damages, for (i) loss of profits, sales or business, agreements or contracts, anticipated savings, revenue, or damage to goodwill; (ii) business interruption, loss of production, loss of use or loss or corruption of data; (iii) costs of substitute goods, materials or services; or (iv) any indirect, consequential, incidental, special, punitive damages or exemplary loss.

13.3 Scope of limitations and exclusions. The limitations and exclusions of liability also apply to the benefit of ABB's Affiliates, suppliers, licensors, subcontractors as well as ABB's and their directors, officers, employees and representatives. Purchaser may not assert any claim for breach or non-performance under a Purchaser Contract against ABB, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, unless Purchaser has given ABB written notice of the claim within 1 (one) year after Purchaser first knew or reasonably should have known of the facts giving rise to such claim. The limitations and exclusions of ABB's liability do not apply to the extent liability cannot be limited or excluded by applicable Laws. For Pilot Services, the limitations in Section 7.3 apply.

14 Term and Termination

14.1 Contract Term. The Contract will start as described in Section 1.3 above and will last for the term as agreed in the Order or as ended earlier in accordance with the Order or Sections 14.2, 14.3 or 14.4 below, and will renew automatically at the end of each period, as agreed, unless either party gives the other written notice of termination at least 90 days before the end of the relevant term.

Automatic Renewal. If the Purchaser has chosen to order a subscription with automatic renewal, the subscription will automatically renew after each term with a new period defined in the Order, unless terminated by Purchaser. Purchaser can terminate the subscription at any time by providing ABB with 30 days written notice.

If Purchaser terminates the subscription, it will be terminated on the last day of the then current Billing Cycle. The Digital Offering can be used until end of Billing Cycle.

Fixed Term with Automatic Renewal. If the Purchaser has chosen to order a subscription for a fixed term with automatic renewal, the subscription will be in force for the fixed term as specified in the Order and after that, it will automatically renew to be in force for indefinite period. After the fixed term, Purchaser can terminate the subscription at any time by providing ABB with 30 days written notice. If Purchaser terminates the subscription, it will be terminated on the last day of the then current Billing Cycle. The Digital Offering can be used until end of Billing Cycle.

ABB will not refund any prepaid amounts if Purchaser terminates the Order in the middle of the Billing Cycle.

- 14.2 **Termination for convenience.** Either party may terminate the Contract for convenience if and as set out in the Order or in Clause 14.1 above.
- 14.3 **Termination for cause by each party.** Without limiting its other rights or remedies, either party may terminate the Purchaser Contract with immediate effect by giving written notice to the other party (i) if the other party is in material breach of the Purchaser Contract and, where the breach is by its nature curable, a breach is not cured within 30 (thirty) days, or such other period which is reasonably required considering the circumstances, following notification of the breach by the non-breaching party; (ii) if the other party suffers any insolvency proceeding, either voluntary or involuntary, or is adjudicated bankrupt or makes any assignment for the benefit of creditors (such termination shall not relieve the party in proceedings from liability for the performance of its obligations arising prior to such termination); (iii) if the other party is subject to a Change in Control in favor of a direct competitor of the terminating party; or (iv) if the other party acquires a direct competitor of the terminating party.
- 14.4 **Termination for cause by ABB.** Without limiting ABB's other rights or remedies, ABB may also terminate the Purchaser Contract (in whole or in part) with immediate effect by giving written notice to Purchaser if (i) Purchaser fails to pay any amount due under the Purchaser Contract on the due date for payment and remain in default not less than 14 (fourteen) days after being notified to make such payment; (ii) Purchaser is in breach of its obligations under Section 9.2 ("Compliance with Law"), Section 10.4 ("Prohibited uses"), or Section 17 ("Integrity"); or (iv) there is a change in the Laws in one or more countries that would render the ABB or the Purchaser's activities under the Purchaser Contract illegal, impractical or would otherwise have a material impact (including a cost impact) on either party's activities, (v) in case the contract with the third party provider of the platform is being terminated.
- 14.5 **Effect of termination or expiration.** Upon termination or expiration of the Purchaser Contract for any reason: (i) Purchaser will immediately cease to market, resell and distribute the ABB Digital Offerings as well as cease all representations that it is an authorized Purchaser of the ABB Digital Offerings; (ii) ABB will submit an invoice which will be payable by Purchaser in accordance with Section 5 with respect of the ABB Digital Offerings supplied but for which no invoice has been submitted; and (iii) the accrued rights, remedies, obligations and liabilities of the parties as at termination or expiration shall be unaffected, including the right to claim damages in respect of any breach of the Purchaser Contract which existed at or before the date of termination or expiration.

15 Confidentiality

- 15.1 **Confidentiality.** For 5 (five) years after the initial disclosure the party receiving confidential information (the "**Recipient**") agrees to apply reasonable safeguards against the unauthorized disclosure of the other party's (the "**Discloser**") confidential information in accordance with good industry practice, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher to avoid disclosure to any third party on any technical or commercial knowhow, specifications, inventions, processes, code, product plans, marketing plans or initiatives or any other information or data which are designated at the time of disclosure to the Recipient as confidential or are recognizable as being of a confidential nature and have been disclosed to Recipient by the Discloser or its agent, except as permitted under these Purchaser GTC.
- 15.2 **Exceptions.** Confidential information does not include any particular information that the Recipient can reasonably demonstrate (i) was in the possession of, or was rightfully known by, the Recipient without an obligation to maintain its confidentiality prior to receipt from the Discloser; (ii) was or has become generally available to the public other than as a result of disclosure by the Recipient or its agents; or (iii) was independently developed by the Recipient without use of or reference to any confidential information of the Discloser.

- 15.3 **Permitted disclosure.** The Recipient may use the Discloser's confidential information for the purpose of performing the Purchaser Contract or as otherwise permitted by the Purchaser Contract and disclose it (i) to such of its and its Affiliates employees, agents, professional advisers or subcontractors as need to know the same in connection with the Purchaser Contract and provided the Recipient takes reasonable measures to ensure that such employees, agents or subcontractors comply with this Section 18; and (ii) as may be required by Laws, a court of competent jurisdiction or any governmental or regulatory authority, provided that the Recipient takes reasonable efforts to notify the Discloser (where legally permissible to do so) reasonably in advance to enable the Discloser a reasonable opportunity to obtain a protective order.
- 15.4 **Use of Customer Content.** ABB and its affiliates and subcontractors have the right to collect, store, aggregate, analyze or otherwise use Customer Content for (i) providing and maintaining the Digital Offerings and/or the Managed Service to Purchaser and/or Customers; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the a Digital Offering or a Managed Service; (iii) improving and developing existing services, technologies, products and/or software and developing new services, technologies, products and/ or software; and (iv) offering other products or services. All improvements and developments (including all resulting Intellectual Property Rights) made by ABB, its affiliates and subcontractors are exclusively owned by the relevant member of the ABB group. In addition, ABB has the right to use Customer Content for benchmarking purposes if and to the extent it is anonymized or non-confidential.

16 Governing Law and Jurisdiction

- 16.1 **Governing law.** The Purchaser Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the substantive laws of Poland excluding conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).
- 16.2 **Jurisdiction.** Any dispute, controversy or claim arising out of, or in relation to, the Purchaser Contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by the Polish common court with jurisdiction over the ABB's registered office. in accordance with the applicable provisions in force. The arbitral proceedings shall be conducted in Polish.

17 Integrity

- 17.1 **Parties' obligations.** Both Parties hereby represent, warrant, and agree that they are knowledgeable as to, and will comply with, all Applicable Integrity Laws in connection with this Purchaser Contract. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Purchaser Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Integrity clause in connection with this Purchaser Contract. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Purchaser Contract. It is the intent of the Parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. Further, for the avoidance of doubt, no provision of this clause or this Purchaser Contract shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.
- 17.2 **Purchaser obligations.** Purchaser hereby represents, warrants, and agrees that:
- 17.2.1 Notwithstanding anything in this Purchaser Contract to the contrary, no amounts otherwise payable to Purchaser under this Purchase Contract shall be due and payable if and to the extent such are prohibited, restricted, or limited by Applicable Integrity Laws.
- 17.2.2 Purchaser has reviewed and understands ABB's Code of Conduct (available online at on-line at ABB Code of Conduct — ABB Group (global.abb) and other relevant Integrity-related ABB procedures that may be made available by ABB to Purchaser from time to time.
- 17.2.3 Purchaser acknowledges that it will be subject to ABB's ongoing due diligence and compliance monitoring processes. Purchaser shall inform ABB in a timely manner of any material changes to information previously provided in connection with ABB's due diligence processes and shall provide ABB with any additional information on or certifications of compliance required upon request.

17.2.4 Purchaser shall, upon ABB's reasonable request, make available its employees, officers, directors, affiliates or third parties for ABB approved integrity-related training.

17.2.5 If, as a result of Trade Control Laws, the performance by ABB of any of its obligations hereunder becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Purchaser of its inability to perform or fulfil such obligations. Once such notice has been received by the Purchaser, ABB shall, subject to mandatory provisions of Applicable Law, be entitled to either immediately suspend the performance of the affected obligation under the Purchaser Contract until such time as ABB may lawfully discharge such obligation or shall have the right to immediately terminate this Purchaser Contract by notice in writing from the date specified in the said written notice. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the Purchaser Contract.

17.2.6 ABB goods, services, and/or technology may be subject to trade restrictions, including dual-use and other trade controls. To the extent applicable, Purchaser shall, at its own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance. Whenever Purchaser is the exporter (including with respect to exports of goods, services, technology, and deemed exports of technology), unless otherwise agreed, Purchaser shall, at its own cost, obtain all export licenses and any other clearances or authorizations required under applicable Trade Control Laws. Digital Offerings, services, and/or technology that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. Purchaser must provide ABB with written notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.

17.2.7 Purchaser shall not solicit business from, nor seek to directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any goods, materials, parts, equipment, services, technology, technical data or software provided under this Purchaser Contract to, or for the benefit of, any Restricted Person, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Purchaser shall immediately notify ABB if it or any of its employees, officers, directors, affiliates, third parties engaged in connection with the Purchaser Contract and/or any of its customers or end-users becomes a Restricted Person.

17.2.8 Purchaser represents and warrants that the Digital Offerings shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

17.2.9 For the avoidance of doubt, no provision in this Purchaser Contract shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

17.2.10 Purchaser is hereby informed, and will inform its employees, officers, directors, and any affiliates or third parties engaged in relation to the Purchaser Contract, that ABB has established the following reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Code of Conduct, or similar rules may be anonymously reported:

Telephone: +41 43 317 3367
Web portal: www.abb.com/integrity
E-mail: ethics.contact@ch.abb.com
Mail: ABB Ltd, Legal & Integrity, Affolternstrasse 44, 8050 Zürich, Switzerland

17.2.11 Purchaser shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Clause by either the Purchaser, its affiliated parties or any third parties engaged by Purchaser in relation to the Purchaser Contract. In the event of such notification or in the event that ABB otherwise has reason to believe that a potential or actual breach has occurred, Purchaser shall make available its records, employees, officers, directors, and any affiliates or third parties engaged in relation to the Purchaser Contract for any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will

occur. ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

17.2.12 Notwithstanding the foregoing or any other provision in the Purchaser Contract, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Clause, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Purchaser Contract with immediate effect. Any claims for payment by the Purchaser shall be automatically terminated and cancelled, and any payments previously made shall be forthwith refunded to ABB to the extent permitted under Applicable Integrity Laws. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violation to relevant authorities as required by Applicable Integrity Laws.

18. Miscellaneous

- 18.1 **Force majeure.** Neither party shall be in breach of the Purchaser Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Purchaser Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including: (i) acts of God, flood, fire, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, cyber-attacks, riots, war, threat of or preparation for war, armed conflict, sanctions or embargos; (iv) Laws or action taken by a government or public authority; (v) systemic electrical, telecommunications or other utility failures; and (vi) any labor or trade dispute, strikes, industrial action or lockouts.
- 18.2 **Data protection.** Each party shall comply with all applicable laws related to the protection of personal data and agrees not to withhold or delay its consent to any changes to applicable contract provisions in order to comply with such applicable laws and orders from any competent authority. ABB will further comply with its Data Privacy Policy, available at <https://new.abb.com/privacy-notice/customer/switzerland>, when using such personal data. The parties acknowledge that the processing of personal data may require the conclusion of additional data processing/protection agreements. A party shall, upon request of the other party, promptly enter into any such agreement(s) as required by mandatory law or a competent authority.
- 18.3 **License verification.** Devices on which ABB Software is installed may automatically provide information to ABB to enable verification that it is properly licensed. Such information includes information about the ABB Software, the user account, product ID information, a machine ID, and the internet protocol address of the device. By using the ABB Software, Purchaser consents to the transmission of such information and ABB's use of such information in accordance with the Purchaser Contract.
- 18.4 **Security.** ABB has established and maintains a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures, in order to protect Customer Content against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to Customer Content. Except to the extent explicitly specified otherwise in this Purchaser Contract, it is Purchaser's responsibility to (i) provide and continuously ensure a secure remote connection; and (ii) establish and maintain the security of Purchaser's systems, hardware and software, in particular those that directly or indirectly connect to the Digital Offerings and the Software. In addition, and except as explicitly specified otherwise in this Purchaser Contract, Purchaser will without undue delay, completely and accurately implement any software updates or upgrades provided by the respective vendors and/or by ABB, as applicable.
- 18.2 **Assignment.** ABB may assign or otherwise transfer the Purchaser Contract or any of ABB's rights and obligations under the Purchaser Contract to an Affiliate or successor-in-interest. Purchaser shall not, without ABB's prior written consent, assign or otherwise transfer any or all of Purchaser's rights or obligations under the Purchaser Contract.
- 18.3 **Subcontracting.** ABB is permitted to appoint and use Affiliates and other third parties to perform ABB's obligations or any portion thereof without prior notification to or consent of the Customer.
- 18.4 **Entire agreement.** The Purchaser Contract constitutes the entire agreement between the parties in relation to its subject matter. It replaces and supersedes all prior agreements, draft agreements, statements, representations and undertakings of any nature made by or on behalf of the parties, whether oral or written, in

relation to that subject matter. The parties agree that the Purchaser's standard or purchase terms and conditions shall not apply.

- 18.5 **Variation.** No variation of the Purchaser Contract shall be effective unless it is in writing and signed by the parties.
- 18.6 **No waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Except as otherwise expressly stated in the Purchaser Contract, a delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.
- 18.7 **Severance.** If any provision or part-provision of the Purchaser Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted but not affect the validity and enforceability of the rest of the Purchaser Contract.
- 18.8 **Notices.** Any notice given to a party under or in connection with the Purchaser Contract shall be in writing and shall be (i) delivered by hand or courier or by pre-paid registered first-class post or special delivery to the address specified in the Order; or (ii) sent by email to the email address specified in the Order. ABB may in addition provide notices by email or other electronic notification forms available in the used systems to the address then associated to Purchaser's account on the Portal, if any.
- 18.9 **Third party beneficiaries.** No one other than a party to the Purchaser Contract shall be a beneficiary of the Purchaser Contract or shall have any right to enforce any of its terms, unless specified in the Purchaser Contract.

19 Definitions and Interpretation

19.1 Definitions.

"**ABB**" has the meaning set out in the Order;

"**ABB Device**" means a physical or virtual device provided or otherwise made available or branded by ABB which generates or gathers data through embedded sensors or otherwise, where such data is accessed, stored or processed by the ABB Digital Offerings;

"**ABB Device Data**" means any information or data generated or gathered (whether automatically or not) by an ABB Device or ABB Software and which relates to the operation and working of such ABB Device or ABB Software, for example device diagnostics and device health data;

"**ABB Digital Offering**" digital Services and Software offered by ABB;

"**ABB Services Partner**" includes distributors, resellers, system integrators, panel builders, original equipment manufacturer or OEM and other service partners.

"**ABB Software**" means all computer programs (which may include mobile applications) provided (or given access to) by ABB under the Purchaser Contract or Customer Contract as part of or in connection with the ABB Digital Offerings, including any modifications, updates, upgrades, new versions or releases and derivative works as well as any related documentation, but excluding Third Party Software;

"**Acceptable Use Policy**" means the ABB Ability acceptable use policy, available at <https://ability.abb.com/terms> or as provided separately and as may be updated by ABB from time to time;

"**Affiliate**" means any entity, whether incorporated or not, which presently or in the future, directly or indirectly controls, is controlled by, or is under common control with a party, by virtue of a controlling interest of 50% or more of the voting rights or the capital, or by means of controlling the constitution of the board and the voting at board meetings;

"**Applicable Integrity Laws**" means (i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Anti-Bribery & Corruption Laws"); (ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws"); and (iii) Human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "Human Rights Laws").

"**Change in Control**" means a merger, acquisition or other corporate transaction in which the owners of all of the subject entity's voting interests immediately prior to the transaction own less than 50% of the voting interests of the successor entity resulting from the transaction;

"**Customer**" has the meaning set out in Section 1.1;

"**Customer Content**" means any information, data and material that ABB measures or that is provided by or on behalf of Purchaser and/or Customer through or in connection with ABB's provision or Customer's use of the ABB Digital Offerings, including, for the avoidance of doubt, third party information, data and material that is provided by or on behalf of Customer; Customer Content excludes ABB Device Data.

"**Customer Contract**" has the meaning set out in Section 2.1;

"Data Privacy Policy" means **ABB's Data Privacy Policy**, as may be updated by ABB from time to time;

"Discloser" has the meaning set out in Section 15.1;

"EULA" has the meaning set out in Section 2.2;

"Intellectual Property Rights" means (a) inventions, patents, utility models, copyrights, moral rights, mask work rights, database rights and rights in trademarks, trade names, designs, know-how, and invention disclosures (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Laws" means any applicable legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, authority, or other relevant body, as amended or re-enacted;

"Managed Services" has the meaning set out in Section 1.2;

"Order" means a document in electronic or physical form, an online form or other online instrument provided by ABB for ordering or procuring ABB Digital Offerings, which refers to these Purchaser GTC;

"Personal Data" means any data or information of an identified or identifiable natural person and, where required by mandatory applicable Laws, any data or information of an identified or identifiable legal entity;

"Pilot Services" means Services that are at a pilot, trial, evaluation or beta stage or that are free of charge;

"Portal" means an online portal, accessible for Purchaser and/or Customer, at the web address notified to Purchaser and/or Customer by ABB (or such other web address as may be notified to Purchaser and/or Customer by ABB from time to time);

"Purchaser" has the meaning set out in Section 1.1;

"Purchaser Contract" has the meaning set out in Section 1.1;

"Recipient" has the meaning set out in Section 15.1;

"Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

"Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

"Services" means the services to be provided or to be made available by Purchaser and/or ABB to Customer as described or referred to in an Order and the STC;

"Software" means ABB Software and Third-Party Software;

"Special Terms and Conditions" or **"STC"** means the documents describing and/or further governing the ABB Digital Offerings which are referenced in the Order;

"Terms of Use" or "ToU" mean the Terms of Use attached to these Purchaser GTC as Annex 1;

"Territory" means (i) the territory specified in the Order or a framework agreement with the Purchaser, or, if such separate agreement does not exist, either (ii) the country the Purchaser is located in and enabled for resale or (iii) if Purchaser is located in EU/EFTA, the countries located in EU/EFTA.

"Third Party Software" means any computer program (which may include mobile applications), including proprietary, freeware and open source software, that is either licensed (i) to ABB from a third party, identified in an Order as Third-Party Software for use as part of the ABB Digital Offerings under separate terms and conditions, or (ii) by Customer from third parties;

"Trademarks" means the name, logo, brands, trademarks and service marks of a party;

"User" means an individual who is legitimately authorized to access or receive the ABB Digital Offerings, use the Software and/or access the Portal through Customer's account.

19.2 **Interpretation.**

Any phrase introduced by the terms "e.g.", "including", "include", "in particular", "such as", "for example" or any similar expression, shall be construed as illustrative and shall not introduce an exhaustive list of phrases nor limit the sense of the words preceding those terms.

ANNEX 1:

ABB TERMS OF USE

These ABB Terms of Use ("ToU") together with any Special Terms and Conditions ("STC") or other terms and conditions referred in the ToU or STC govern the use of the Services by end customers ("Customer"). These ToU and any STC and are deemed incorporated by reference into an agreement between the Customer and Purchaser ("Customer Contract") pursuant to which the Purchaser is reselling the Services to the Customer and apply separately of any end user license agreement between ABB and Customer ("EULA").

1 Customer's use of Services

- 1.1 **Services and access to the Portal.** Subject to the terms of the Customer Contract, ABB grants Customer a non-exclusive, non-transferable, limited and revocable right to use the Services and the deliverables provided as part of the Services, if any, and access the Portal for Customer's internal business purposes. Where expressly set out in an Order or STC, Customer may permit third parties under contract with Customer to use the Services and access the Portal for (i) supporting Customer's internal business purposes; or (ii) purposes of such third parties receiving a service from Customer. Customer is responsible for any activities of such third parties.
- 1.2 **Customers account on the Portal.** Customer's use of the Services or Software may require Customer to establish an account on the Portal. For purposes of administrating the account, Customer may be required to provide contact information (for example name, business telephone number, address, email and user IDs) and other information as described in the Customer Contract and/or the registration form provided on the Portal. Customer is responsible for the accuracy and completeness of this information and for any and all activities that occur under an account that is attributable to Customer (including, for the avoidance of doubt, activities by third party Users). Customer will ensure that (i) the Users securely store and keep credentials (e.g. username, passwords, certificates, keys) confidential; (ii) the credentials that are allocated to a specified User are only used by such User; and (iii) the account is only used in relation to the Services and in such a way so as not to impair or compromise the stability or security of the Platform, the Portal or the Services. Customer notifies ABB immediately on discovering any attempted or actual unauthorized use of an account that is attributable to Customer and immediately follows ABB's instructions when ABB is asking Customer to change a User's access credentials. ABB has the right to change a User's access credentials if ABB is of the opinion that such change is necessary for security reasons.
- 1.3 **Pilot Services.** Pilot Services are subject to additional limitations as set out in this Section 1.3 which shall prevail over other provisions of these ToU. Customer understands and acknowledges that Pilot Services may not have been fully tested or verified, may become unavailable, that their performance may be negatively affected, and/or that the Pilot Services may not meet industry practice security standards and might therefore negatively affect Customer's internal procedures and business operations or impair the functionalities of Customer's systems or devices. Customer may use the Pilot Services only for its internal use for the purpose of reviewing, evaluating and testing the Pilot Services. Use of the Pilot Services is at the Customer's sole risk. Customer acknowledges that Purchaser and/or ABB may, at its sole discretion, (i) modify the Pilot Services or features of the Pilot Services; (ii) provide upgrades, patches or maintenance; or (iii) terminate, limit, suspend or discontinue the Pilot Services or access to the Pilot Services. Pilot Services are provided "as is" without any warranties and excluding all liability to the fullest extent permitted under applicable Laws.
- 1.4 **External Content.** Customer may be able to access or is required to access third party websites, app stores and/or material and/or download third party software from such websites or app stores in order to use the Services, Software or Hardware Devices. Neither ABB nor Purchaser operate or control any third-party websites, app stores or any other material, information, software, services, opinions or other content provided by third parties, including on the internet (collectively, "External Content"). Use of External Content is subject to Customer's acceptance of the applicable third-party terms of use and Customer acknowledges and agrees that any contractual relationship related to External Content is solely between Customer and the provider of such External Content. ABB makes no warranties or representations and has no obligation, responsibility or liability for External Content and Customer's use of External Content to the extent permitted by Laws. Customer waives any right or claim of right against ABB relating to External Content.

- 1.5 **ABB Software.** Where Customer uses ABB Software as part of the Services, ABB may remotely install updates or upgrades to the ABB Software with or without notice. Updates or upgrades shall be governed by the terms and conditions of the Customer Contract unless such updates or upgrades are accompanied by a separate license provided by ABB in which case the terms and conditions of such separate license will take precedence over other documents forming the Customer Contract with regards to any conflicting terms. Notwithstanding the foregoing, except to the extent specifically set out otherwise in the Order or STC, ABB is not obliged to provide any updates or upgrades to the ABB Software.
- 1.6 **Third Party Software.** Except to extent explicitly specified otherwise in the STC or the Order, for all Third Party Software, the terms and conditions of use of the third party licensor apply exclusively and Customer acknowledges and agrees that (i) any contractual relationship related to Customer's use of such Third Party Software is solely between the Customer and the provider of such Third Party Software; (ii) it is Customer's own responsibility to assess the accuracy of using such Third Party Software; and (iii) Purchaser and ABB will have no responsibility or liability related to Customer's use of such Third Party Software, to the extent permitted by applicable Laws.

2 Data protection and security

- 2.1 **Data protection.** Customer shall comply with all applicable Laws related to the protection of Personal Data. ABB will store and otherwise process the Customer's and Customer's representatives', employees' and Users' business Personal Data (for example name, business telephone, address, email and user IDs) for the purpose of providing the Services as described in **ABB's Data Privacy Policy**.
- 2.2 **License verification.** Devices on which ABB Software is installed may automatically provide information to ABB to enable verification that it is properly licensed. Such information includes information about the ABB Software, the user account, product ID information, a machine ID, and the internet protocol address of the device. By using the ABB Software, Customer consents to the transmission of such information and ABB's use of such information.
- 2.3 **Security.** ABB has established and maintain a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures, in order to protect Customer Content against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to Customer Content. Except to the extent explicitly specified otherwise in the STC, it is Customer's responsibility to (i) provide and continuously ensure a secure remote connection; and (ii) establish and maintain the security of its systems, hardware and software, in particular those that directly or indirectly connect to the Services, the Software, the Portal or the Platform. In addition, and except as explicitly specified otherwise in an Order and/or STC, Customer will without undue delay, completely and accurately implement any software updates or upgrades provided by the respective vendors and/or by ABB, as applicable.

3 Customer responsibilities

- 3.1 **General obligations.** Customer will: (i) obtain and maintain all necessary licenses, permissions, filings and consents (which shall include consent of individuals where Customer provides Personal Data to Purchaser or ABB, to the extent legally required) which may be required regarding Customer Content, software and other content, if any, provided by Customer; (ii) when using External Content, comply with the respective terms and conditions of use and the license terms and conditions in connection with External Content; (iii) without undue delay, completely and accurately install the necessary Software and any updates or upgrades provided by ABB (in accordance with the respective specification and instructions) on Customer's computer systems and/or mobile devices (as applicable); (iv) comply with any restrictions on permitted User types; (v) comply with ABB's reasonable instructions regarding the proper use of the Services and/or Software as may be given in individual cases from time to time; (vi) ensure that all Users comply with the terms and conditions of the Acceptable Use Policy; and (vii) comply with the Laws, in particular when providing Customer Content. Customer will not use the Services or Software (i) for any part of any nuclear facility or any other plant, machine, system or product that is subject to a sanction list applicable to the Customer; or (ii) in any application or situation where failure of the Services or Software could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
- 3.2 **Cooperation and information obligations.** Customer will (i) co-operate with ABB and/or Purchaser in all matters relating to the Services, the Software and/or the Hardware Devices (ii) provide ABB and/or Purchaser with such accurate, timely and complete information and materials as ABB and/or Purchaser may reasonably

require in order to (a) provide the Services, Software and/or the Hardware Devices, (b) to perform maintenance or bug fixing, as well as (c) in order to verify Customer's compliance with the Customer Contract and the ToU (iii) promptly install the necessary Software and any updates or upgrades provided by ABB (in accordance with the respective specification and instructions) on Customer's computer systems; (iv) comply with any additional obligations as set out in the Customer Contract or Order; and (v) comply with the Laws and regulations. Customer will inform ABB and/or Purchaser without undue delay upon becoming aware of any circumstances that may or do affect the security of the Services and/or the Platform.

- 3.3 **Monitoring of usage and remote connection.** The provision of Services and/or the Software may require ABB and/or Purchaser to monitor Customer's usage of the Services, Portal and Software as well as the establishment of a remote connection between the Portal and certain systems. Except to the extent explicitly specified otherwise in the STC or the Order, Customer will (i) establish and maintain such remote connection with appropriate connectivity; (ii) permit ABB, ABB's employees, Affiliates, Purchaser, agents, consultants and/or subcontractors, to remotely access and monitor Customer's usage of certain systems owned, controlled or operated by or on behalf of Customer, as necessary for ABB and/or Purchaser to provide the Services; and (iii) install and maintain any hardware, software, or other equipment necessary to establish and maintain the monitoring and/or remote connection.

4 Proprietary rights

- 4.1 **Customer Content.** ABB and Purchaser will not acquire any right, title and interest in Customer Content other than the rights Customer grants to ABB and Purchaser under the Customer Contract. During the term of the Purchaser Contract, Customer will have the ability and the right to access and extract some or all of Customer Content if and to the extent specified in the STC or the Order.
- 4.2 **ABB Content.** As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the ABB Content are and remain exclusively with ABB, ABB's Affiliates or licensors. Customer has no rights in and to the ABB Content, if not expressly granted by ABB.
- 4.3 **ABB's use of Customer Content.** ABB and ABB's Affiliates and subcontractors have the right to collect, store, aggregate, analyze or otherwise use Customer Content for (i) providing and maintaining the Services and/or the ABB Software to Customer and Customer's Affiliates; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the Portal, the Platform, the Services and/or the ABB Software; (iii) improving and developing existing services, technologies, products and/or software and developing new services, technologies, products and/or software, and all improvements and developments (including all resulting Intellectual Property Rights) are exclusively owned by ABB. In addition, ABB has the right to use Customer Content for benchmarking purposes if and to the extent it is anonymized or non-confidential.
- 4.4 **Feedback.** During the term of a Contract, Customer may provide feedback or suggestions related to the Services, the Software, the Portal or the Platform to ABB. ABB and ABB's Affiliates are entitled to use such feedback and suggestions, even if they should be marked confidential, without any restrictions and any compensation to Customer.
- 4.5 **Restrictions.** Customer will not in whole or in part (i) (except as explicitly permitted in these GTC and STC) use the ABB Content in any manner, including, without limitation, for any third-party use including, without limitation, license, sublicense, sell, resell, lease, transfer, assign, distribute, display, broadcast, disclose, or otherwise commercially exploit or make it, or any portion thereof, available to any third party in any manner; (ii) modify, tamper with, repair or make derivative works based upon the ABB Content including translation or localization; (iii) copy, reproduce, publish, reverse engineer, attempt to derive the source code of, modify, disassemble, decompile or create derivative works of the ABB Content (except to the extent that applicable Laws prohibits reverse engineering restrictions, and then only as permitted by such laws); (iv) copy any ideas, features, functions or graphics of the ABB Content; (v) access or use the ABB Content in a way to avoid incurring fees or exceeding usage limits or quotas or to circumvent or render inoperative any usage restriction features contained in ABB Content; and/or (vi) remove, obscure, alter, or move ABB's and ABB licensors' proprietary notices. Use of the ABB Content other than specifically permitted in the Customer Contract, is expressly prohibited.

5 Suspension

ABB and/or Purchaser may suspend the Services in whole or in part if Customer's use of the Services (i) poses a security risk to the Services, the Platform and/or the Portal and/or any third party; (ii) may adversely impact the performance of the Services, the Software, Platform and/or the Portal; (iii) is in violation of the Laws or poses a risk that ABB and/or Purchaser are or will be in violation of the Laws; (iv) may subject ABB and/or Purchaser or any third party to liability; or (v) any violation of a material right or obligations under these ToU. In addition, ABB and/or Purchaser may suspend the Services under the circumstances specified in the Acceptable Use Policy and if Customer fails to pay any amount due under the Customer Contract on the due date for payment. ABB and/or Purchaser will suspend the Services only to the extent reasonably necessary. Unless ABB and/or Purchaser believe an immediate suspension is required and appropriate, ABB and/or Purchaser will use commercially reasonable efforts to provide reasonable notice before suspending a Service.

6 Warranty

As between ABB and Customer, ABB makes no warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including an implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable Laws.

7 Liability

In no event shall ABB have any liability to Customer or any User for any damages relates to Customer's purchase or use of the Service or Software pursuant to these ToU, including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, however caused and whether in contract, to or under any theory of liability, whether or not Customer has been advised of the possibility of such damages. ABB disclaims all liability and indemnification obligations for any harm or damages caused by any third party to the extent permitted by applicable Laws.

8 Integrity

- 8.1 Both Parties will comply with all Applicable Integrity Laws in connection with these ToU. Both Parties shall also ensure that their respective employees, officers, directors, Affiliates or third parties engaged in any manner in relation to the ToU or a Customer Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Section in connection with these ToU. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with these ToU.
- 8.2 Each Party represents and warrants that, to the best of its knowledge, at the date of entering into the Customer Contract neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.
- 8.3 If, as a result of Trade Control Laws issued or amended after the effective date of a Customer Contract, (i) Customer and/or Purchaser becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted or (iii) the performance by ABB or by any Affiliate or third parties engaged in any manner in relation to a Customer Contract becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to either Purchaser and/or Customer of its inability to perform or fulfil such obligations. Once such notice has been received by Customer, ABB shall be entitled to either immediately suspend the performance of the affected obligation under a Customer Contract until such time as ABB may lawfully discharge such obligation or unilaterally terminate the contract with Purchaser in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to Customer for any costs, expenses or damages associated with such suspension or termination of the Contract.
- 8.4 Suspension or termination as set out in Section 8.3 above, shall not affect any payment obligation and may incur liability for additional costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with the provision of the Services.

- 8.5 ABB goods, Services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, Services, and/or technology that originate in the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities.
- 8.6 Customer represents that it is the ultimate end recipient of any items provided under the Customer Contract and that the items are for civil use only. Customer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Customer further represents and warrants that the Products and/or Services provided under the Customer Contract shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.
- 8.7 For the avoidance of doubt, no provision in these ToU shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.
- 8.8 Customer shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Clause by either Customer, its Affiliates or any third parties engaged by Customer in relation to these ToU. In the event of such notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred, Customer agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Customer for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.
- 8.9 Notwithstanding the foregoing or any other provision in these ToU, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Clause, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate their Agreement with the Purchaser with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Customer for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Customer shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.

9 General Provisions

- 9.1 **Notices.** Any notice that ABB is required to provide to Customers under or in connection with the ToU shall be provided by ABB or the Purchaser based on the circumstances and designated contact information for notices available to ABB in the Services.
- 9.2 **Waiver.** No failure or delay by ABB in exercising any right under these ToU will constitute a waiver of that right.
- 9.3 **Severance.** If any provision or part-provision of the ToU is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted but not affect the validity and enforceability of the rest of the ToU.
- 9.4 **Third Party Beneficiary.** These ToU are between Customer and Purchaser; ABB is not a party to these ToU. However, ABB is a third-party beneficiary to the Customer Contract solely as it relates to these ToU.
- 9.5 **Order of Precedence.** With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these ToU and any other terms or conditions in Customer's agreement or order form

with Purchaser, these ToU shall prevail. In the event of any conflict or inconsistency between these ToU and any EULA applicable to the Services in question that has been accepted by the Customer, the EULA shall prevail.

10 Definitions

"ABB" means ABB spółka z ograniczoną odpowiedzialnością [*Polish limited liability company*] with its registered office in Warsaw, Poland;

"ABB Content" means the Services, deliverables provided as part of the Services, ABB Software, the Platform, the Portal as well as ABB Device Data (including all tools, software, hardware, materials, data, content, application program interfaces provided by ABB or ABB Affiliates as part of or in relation to the Services) as well as all derivatives and modifications of and improvements to all the foregoing, or other ABB intellectual property;

"ABB Device" means a physical or virtual device provided or otherwise made available or branded by ABB which generates or gathers data through embedded sensors or otherwise, where such data is accessed, stored or processed by the Services;

"ABB Device Data" means any information or data generated or gathered (whether automatically or not) by an ABB Device or ABB Software and which relates to the operation and working of such ABB Device or ABB Software, for example device diagnostics and device health data;

"ABB Software" means all computer programs (which may include mobile applications) provided (or given access to) by ABB under the Customer Contract as part of or in connection with the Services, including any modifications, updates, upgrades, new versions or releases and derivative works as well as any related documentation, but excluding Third Party Software;

"Acceptable Use Policy" means the ABB Ability acceptable use policy, available at <https://ability.abb.com/terms> or as provided separately and as may be updated by ABB from time to time;

"Affiliate" means any entity, whether incorporated or not, which presently or in the future, directly or indirectly controls, is controlled by, or is under common control with a party, by virtue of a controlling interest of 50% or more of the voting rights or the capital, or by means of controlling the constitution of the board and the voting at board meetings;

"Applicable Integrity Laws" means (i) *Anti-bribery and anti-corruption laws*: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "**Anti-Bribery & Corruption Laws**"); (ii) *Sanctions and trade control laws and regulations*: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "**Trade Control Laws**"); and (iii) *Human rights and anti-modern slavery laws*: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "**Human Rights Laws**").

"Change in Control" means a merger, acquisition or other corporate transaction in which the owners of all of the subject entity's voting interests immediately prior to the transaction own less than 50% of the voting interests of the successor entity resulting from the transaction;

"Customer Content" means any information, data and material that ABB measures or that is provided by or on behalf of Customer through or in connection with ABB's provision or Customer's use of the Services or Software, including, for the avoidance of doubt, third party information, data and material that is provided by or on behalf of Customer; Customer Content excludes ABB Device Data.

"Data Privacy Policy" means **ABB's Data Privacy Policy**, as may be updated by ABB from time to time;

"EULA" means the end user license agreement between ABB and Customer;

"External Content" has the meaning set out in Section 1.4;

"Intellectual Property Rights" means (a) inventions, patents, utility models, copyrights, moral rights, mask work rights, database rights and rights in trademarks, trade names, designs, know-how, and invention disclosures (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Laws" means any applicable legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency, authority, or other relevant body, as amended or re-enacted;

"Order" means a document in electronic or physical form, an online form or other online instrument provided by Purchaser for ordering or procuring Services and/or Software;

"Personal Data" means any data or information of an identified or identifiable natural person and, where required by mandatory applicable Laws, any data or information of an identified or identifiable legal entity;

"Pilot Services" means Services that are at a pilot, trial, evaluation or beta stage or that are free of charge;

"Platform" means ABB's and ABB Affiliates' industrial internet platform which includes both edge and cloud infrastructure upon or via which ABB solutions (including all or part of the Services hereunder) operate;

"Portal" means an online portal, accessible for Customer, at the web address notified to Customer by ABB and/or Purchaser at the beginning of the Services (or such other web address as may be notified to Customer by ABB and/or Purchaser from time to time);

"Purchaser" is the entity entered into the Customer Contract with Customer;

"Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

"Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

"Services" means the services to be provided or to be made available by Purchaser and/or ABB to Customer as described or referred to in an Order and the STC;

"Software" means ABB Software and Third-Party Software;

"Special Terms and Conditions" or **"STC"** means the documents describing and/or further governing the Services and/or Software which are referenced in the Order;

"Third Party Software" means any computer program (which may include mobile applications), including proprietary, freeware and open source software, that is either licensed (i) to ABB from a third party, identified in an Order as Third-Party Software for use as part of the Services under separate terms and conditions, or (ii) by Customer from third parties;

"User" means an individual who is legitimately authorized to access or receive the Services, use the Software and/or access the Portal through Customer's account.