These terms and conditions apply to ABB offerings listed on Orders referencing these terms (“Terms”).

1. **Confidential Information.** “Confidential Information” means ABB offerings, and all non-public, proprietary information in oral, written, graphic, electromagnetic or other form, including, without limitation, the terms, conditions and pricing disclosed by ABB to Client under these Terms. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, Client without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of these Terms; (c) is obtained by Client from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by Client without reliance in any way on the Confidential Information.

Client shall not (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information to any third party; or (b) utilize Confidential Information for any purpose, except as expressly contemplated by these Terms. Client will limit the disclosure of Confidential Information to employees with a need to know and who have been advised of the confidential nature thereof. Client shall be liable for any breach by any employee of the confidentiality obligations contained herein. In the event Client is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information, Client shall use commercially reasonable efforts to: (i) give ABB prior written notice of such disclosure; (ii) limit such disclosure to the extent possible; and (iii) make such disclosure only to the extent so required. Confidentiality obligations of Client shall survive for any Confidential Information that ABB designates as Trade Secret for as long as the Confidential Information remains Trade Secret. Trade Secret shall mean information, including a formula, pattern, compilation, program device, method, technique, or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. **Proprietary Rights.** ABB owns all right, title and interest in and to all Confidential Information provided by ABB to Client under these Terms including, without limitation, the ABB offerings and all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto. ABB’s licensors own all right, title, and interest in all third party data and related documentation including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights. Client’s breach of its obligations with respect to ABB’s proprietary rights will cause irreparable injury to ABB and will entitle ABB to seek injunctive or other equitable relief.

3. **Payments.** Client shall pay to ABB the fees set forth in the Order. Client shall also pay and/or reimburse ABB for all taxes based upon the fees on the Order. Any fees payable by Client hereunder that are not paid when due shall accrue interest at a rate equal to the lesser of (i) 1.5% per month; or (ii) the maximum amount allowed by applicable law.

4. **Warranty Disclaimer and Limitations of Liability.** ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ABB OFFERINGS AND RELATED MATERIALS, INCLUDING BUT NOT LIMITED TO PROJECTIONS AND METHODOLOGIES USED IN DEVELOPMENT OF PROJECTIONS AND ANY DERIVATIVES THEREOF PROVIDED BY ABB INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ABB EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. CLIENT ACKNOWLEDGES AND AGREES THAT THE ABB OFFERINGS PROVIDED UNDER THESE TERMS ARE NOT CONSIDERED ACCOUNTING SERVICES. UNDER NO CIRCUMSTANCES SHALL ABB BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL ABB BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY CLIENT TO ABB FOR THE ABB OFFERINGS TO WHICH THE CLAIM RELATES.

5. **Export Control Notice.** The ABB offerings are of U.S. origin in whole or in part and is subject to U.S. and other applicable export restrictions. It is Client’s exclusive obligation to comply with all applicable export control laws. Client shall defend, indemnify, and hold ABB and its licensors harmless from and against any and all claims, judgments, awards, and costs arising out of Client’s noncompliance with applicable export laws.

6. **General.** ABB may assign these Terms or any Order issued hereunder to any ABB affiliate. These Terms, together with the applicable Order, shall be the complete agreement and understanding between the parties. These Terms shall be governed and construed in accordance with the laws of Japan without giving effect to its choice of law principles.