

ABB E-MOBILITY EUROPE: GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

ARTICLE 1: ORDER PLACEMENT AND TERMINATION

1.1 Formation of Orders or Agreements

The Parties may enter into written Agreements that expressly incorporate these Terms. Any purchase order ("Purchase Order" or "Order") from the Purchaser constitutes an offer to purchase Equipment or Services in accordance with the Agreement. The Order shall only be deemed to be accepted when the Seller issues written Order confirmation, on which date the Agreement shall come into existence and is non-cancellable and irrevocable except as provided in the Agreement. Each Order is an independent transaction. With each Order, the parties confirm and renew their confirmations and commitments under the Agreement. Neither party is obligated to place or accept such Orders.

1.2 Proposals for Purchase of Equipment and Services

If Seller provides a quotation to Purchaser with business terms related to the purchase of Equipment or Services ("Proposal"), such Proposals expire thirty (30) days from the date of the Proposal and may be modified or withdrawn by Seller before an Agreement is formed in accordance with Article 1.1. All prices and delivery due dates quoted in a Proposal are subject to revision at any time by Seller in the event of any increase in raw material, energy costs, labor cost, interest, Force Majeure events, and/or governmental actions, such as tariffs and/or tax increases, or changes in Laws.

1.3 Orders Related to Services

Unless otherwise agreed in the Order, pricing for Services is based on normal business hours (8 a.m. to 4 p.m. Monday through Friday local time where Services are performed). Unless otherwise agreed in the Order, overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. Associated travel and living costs will be billed additionally to Purchaser. If a Services rate sheet is attached hereto, the applicable Services rates will be those set forth in the rate sheet. Rates are subject to change without notice.

1.4 Terms and Conditions of Purchase Order

These Terms shall be deemed as having been communicated to the Purchaser as soon as the address of the website containing these Terms is provided to the Purchaser or as soon as the Purchaser receives an offer or confirmation from the Seller accompanied by these Terms. Any Agreement, or Purchase Order placed by Purchaser, will be deemed to incorporate these Terms. Purchaser acknowledges and agrees that any other terms and conditions set forth on any document issued by Purchaser, including but not limited to a Purchase Order, are hereby explicitly rejected and disregarded by Seller, and any such document is wholly inapplicable to any sale made by Seller, is not binding in any way on Seller and is wholly rejected by Purchaser and Seller. Particular or divergent terms and conditions are only applicable if and to the extent that they have been agreed upon in writing by the parties. Particular or divergent terms and conditions agreed shall take precedence over these Terms.

ARTICLE 2: PLACE AND DATE OF DELIVERY

2.1 Delivery Terms

The Seller shall deliver Equipment to the location agreed in the Agreement. INCOTERMS 2020 DAP (excluding unloading) will apply to deliveries within the European Union, Kingdom of Norway, Kingdom of Sweden, or United Kingdom, unless otherwise agreed upon in writing by and between the parties. The applicable INCOTERMS for any other places shall be mutually agreed in the Agreement.

2.2 Delivery

2.2.1 Where a delivery time for Equipment or Services is mutually agreed, it shall commence after the Agreement is concluded and, if agreed upon, upon the Seller's receipt of prepayment or the provision of payment security to the Seller.

2.2.2 If the Equipment is not delivered at the mutually agreed time for delivery, due to reasons solely attributable to Seller, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place. Following a thirty (30) day grace period, the liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each full week of delay. The liquidated damages shall not exceed 5 per cent of the purchase price. If only part of the Order is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to the delayed Equipment. The liquidated damages shall become due at the Purchaser's demand in writing but not before delivery has been completed or the Agreement is terminated under Article 2.2.4. The Purchaser shall forfeit its right to liquidated damages if it has not lodged a claim in writing for such damages within one month after the time when delivery should have taken place. The Parties agree that the liquidated damages are a genuine pre-estimate of the costs likely to be incurred by the Purchaser as a consequence of Seller delay and the only remedy as per Article 2.2.4.

2.2.3 If delay in delivery is caused by any of the circumstances not solely attributable to Seller, Seller shall be entitled to an equitable adjustment to the Fee and extend the time for delivery by a period which is reasonably necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

2.2.4 If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Article 2.2.2 and if the Equipment is still not delivered whilst they reasonably could have been delivered/performed, the Purchaser may in writing demand delivery within a final reasonable period which shall not be less than one week. If Seller does not deliver within such final period and this is due to any circumstances which are solely attributable to Seller, then the Purchaser may by notice in writing to Seller terminate the Agreement in respect of such part of the Order. Termination and the entitlement to claim the maximum liquidated damages available in Article 2.2.4 shall be the only remedies available to the Purchaser in case of delay on the part of Seller. All other claims against Seller based on such delay shall be excluded.

2.3 Delivery completion

2.3.1 The Equipment shall be considered delivered once delivered to the delivery location in accordance with Article 2.1. Services shall be considered delivered upon completion or upon termination.

2.3.2 If the Services comprise commissioning of the Equipment, the commissioning shall be deemed to have occurred when the Equipment is operational and functional, even if it does not fully comply with all agreed requirements. The Seller will ensure that, once Equipment is operational, it will resolve outstanding snagging items.

2.3.3 The Purchaser shall enable the Seller to carry out the delivery of Equipment and Services without restrictions. This includes, without limitation, properly preparing and continuously making available the place and arrange free and uninterrupted access for delivery of the Equipment or Services.

2.3.4 The Seller shall be entitled to pass on any costs and/or delay impact relating to access requirements, certifications, and/or permits applicable to the Purchaser.

2.4 Purchaser delayed delivery

2.4.1 If the planned delivery of Equipment is delayed by the Purchaser or Purchaser refuses to take delivery, Seller shall be entitled to transfer the Equipment to an insured storage location at the Purchaser's expense. The Purchaser shall pay all storage costs, including finance and insurance, in the sum of at least 0.3% of the Equipment price for each week of storage. Seller's obligations in respect of delivery will be suspended.

2.4.2 After the expiry of one (1) month, at the Seller's discretion: (a) the Equipment will be deemed delivered and conforming with the Agreement, risk shall pass to Purchaser and the Purchaser must take delivery, (b) the Seller may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling costs, account to the Purchase for any excess over the price of the Equipment or charge the Purchase for any shortfall below the price of the Equipment.

2.4.3 If the Seller incurs higher costs because of the postponement of delivery such as higher transportation costs due to increased market prices or higher customs and duties, these costs will be charged to the Purchaser.

2.4.4 In the event that the full invoiced amount for the Equipment is not paid by the Purchaser, the Seller shall be an additional insured and loss payee, as its interests may appear, until such invoiced amount is paid in full.

2.5 Seller's Access to Site for Services

2.5.1 The Agreement shall specify any Services to be performed, if any.

2.5.2 The Purchaser shall at all times cooperate with Seller and shall, without undue delay, provide Seller with all necessary access to the Site where Services are provided, equipment and support and information reasonably required for Seller to perform the Services. If the Services are performed on-site, Purchaser shall:

in good time before the agreed or notified date for starting the Services, inform Seller in writing of all relevant safety regulations in force at the premises. Services shall not be carried out in unhealthy or dangerous surroundings. Purchaser shall also obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

2.5.4 Seller may at its reasonable discretion, without breaching the Agreement or any agreed KPIs, delay, suspend, withhold or refuse the provision of Services where the Purchaser does not comply with the Agreement, upon notice of which the parties may agree to reschedule or remove said portion of services from scope.

2.6 Seller's inspection before delivering Services

The Seller shall be given the right to remedy any shortcomings discovered during or before the commissioning process and/or inspection of the Equipment, before commissioning of the Equipment and/or delivering the Services. The Seller has the right to charge the Purchaser with any costs incurred if the shortcomings are not attributable to the Seller.

ARTICLE 3: FEES AND PAYMENTS

3.1 Fee

3.1.1 The prices specified by or agreed upon with Seller are net prices, therefore exclusive of VAT and any other taxes, duties or fees, packaging, transport, unloading, insurance after risk passes to Purchaser, installation, assembly, permits, and/or other services, unless otherwise agreed upon in writing ("Fee").

3.1.2 Seller shall be entitled to charge the actual costs and/or the customary rates at Seller to the Purchaser if it has undertaken packaging, transport, unloading, insurance after risk passes to Purchaser, installation, assembly, permits, or other services without a price agreed expressly in writing.

3.1.3 Prices are subject to revision at any time due to Force Majeure events, and/or governmental actions, such as tariffs and/or tax increases, or changes in Laws and/or as otherwise provided in the Agreement.

3.1.4 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.2 Payment Terms

3.2.1 Unless otherwise agreed in the confirmed Purchase Order, Seller will invoice the Purchaser for Equipment at 30% of the contract price upon Purchase Order confirmation and the remaining 70% upon delivery of the Order. Seller shall invoice the Purchaser for Services upon delivery of the Services. For Purchase Orders including more multiple Equipment or Services, the Seller may separately invoice upon delivery or completion of each Equipment or Service.

3.2.2 No queries concerning an invoice will be considered later than fourteen (14) days from the date of its issue. All payments will be paid net cash by bank transfer, without offset no later than thirty (30) days following the date of an invoice from Seller to Purchaser to the account specified by Seller. Seller is not required to commence or continue its obligations hereunder unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, Seller will be entitled to a matching extension of the schedule and agreed delivery date.

3.3 Default Interest

If the Purchaser fails to pay any amount due, it shall be in default by operation of law without prior notice. As of the day the Purchaser is in default, it shall be liable to Seller for interest from the day on which payment was due and to compensation for recovery costs. Unless otherwise agreed, the rate of interest shall be 8 percentage points above the rate of the main refinancing facility of the European Central Bank or if not permitted by applicable Law the interest rate shall be in accordance with such laws. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

3.4 Financial Information of Purchaser

From time to time, Purchaser agrees to furnish to Seller information as Seller may reasonably request concerning the financial condition of Purchaser.

3.5 Security for Payment

To the extent permissible by applicable Law, if in the judgment of Seller, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Seller may (a) require payment in advance and/or payment security, (b) suspend its obligations under the Agreement until the advance payment or payment security is received or (c) terminate the corresponding Purchase Order.

3.6 Security Interest in Equipment

3.6.1 Until title in the Equipment has passed to the Purchaser, the Purchaser shall keep the Equipment clearly marked as being Seller's and store it separately from the Purchaser's own equipment. The Purchaser shall take all necessary steps to enable the Seller during normal business hours to enter the Purchaser's premises to inspect the Equipment. The Purchaser shall not be entitled to any right of retention over those Equipment.

3.6.2 Should the Agreement be terminated for any reason before title in the Equipment have passed to the Purchaser, or Seller has grounds for doubting the creditworthiness of the Purchaser, the Purchaser shall take all necessary steps to enable the Seller during normal business hours to enter the Purchaser's premises and recover the Equipment. Seller reserves the right to dispose of any Equipment so recovered.

3.6.3 Notwithstanding any appropriation by the Purchaser to the contrary, all payments made by the Purchaser to Seller shall be appropriated first to the Equipment which have been resold by the Purchaser and then to the Equipment which remain in the Purchaser's possession or control.

3.6.4 If the Purchaser resells any Equipment in which title has not passed to the Purchaser, the proceeds of such resale shall (as between the Seller and the Purchaser only) be made by the Purchaser as agent for Seller.

3.7 Failure of Purchaser to Pay

3.7.1 If payment in full has not been made with respect to a unit of Equipment after the date of Seller's notice to Purchaser regarding outstanding payments, Seller may: (a) suspend performance under an Order or terminate the Agreement by giving written notice to Purchaser in which case the provisions set forth in Article 15 will apply; and (b) request that the Purchaser immediately take all necessary actions to enable the Seller to enter

the premises where the Equipment is located and take possession of and remove the Equipment as its personal property and may retain any or all partial payments already received as a rental charge for the use of the Equipment without affecting any further or other claims which Seller may have against Purchaser.

3.7.2 Purchaser will pay Seller within two (2) Business Days after Seller's written demand all costs associated with Seller's exercise of its remedies hereunder, including repossession costs, legal fees, Equipment storage costs, and Equipment resale costs.

ARTICLE 4: PRODUCT LIFECYCLE AND THIRD-PARTY WORK

4.1 Product lifecycle

4.1.1 The Seller's lifecycle policy applies to Seller's support of the Equipment, including without limitation firmware and spare part availability.

4.1.2 If the Seller is providing Services and considers that the safety of the Equipment is compromised, it reserves the right to request the decommission of the Equipment or take any other steps it deems necessary. The Purchaser shall indemnify the Seller from all claims, liabilities and losses arising from the Purchaser maintaining such Equipment in operation.

ARTICLE 5: CHANGE ORDERS

5.1 Purchaser requested changes

Any changes requested by Purchaser affecting the ordered Equipment or scope of work related to Services must first be reviewed by Seller and may be agreed by Seller, at its sole option. Any resulting adjustments to affected provisions, including price and schedule must be mutually agreed in writing by the parties for any implementation of the change to occur.

5.2 Seller initiated changes

5.2.1 The Seller reserves the right to amend the Equipment (including the Specification) or Services if required by any applicable Laws, and the Seller shall notify the Purchaser in any such event. If the amendment arises due to a change in applicable Laws following the formation of the Agreement, the Seller shall be entitled to an equitable adjustment to the conditions of the Agreement, including without limitation the Fee and delivery time.

5.2.2 Seller may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the condition required under the Specification or Agreement. If Purchaser objects to any such changes, Seller will be relieved of its obligation to conform to the applicable Specifications or Agreement to the extent that conformance may be affected by such objection.

ARTICLE 6: DELIVERY CONDITION AND INSPECTION OF EQUIPMENT

6.1 Purchaser Inspection of Equipment Prior to Delivery

If a Purchase Order provides for factory acceptance testing, Seller will notify Purchaser of the date on which Seller will conduct such testing prior to shipment. Purchaser may then inspect the Equipment at the manufacturer's facility to ensure its conformity with the Specifications. Any inspection by Purchaser of the Equipment at the manufacturer's facility will be scheduled in advance and will be performed during normal working hours and subject to rules and regulations in place at manufacturer's facility. Additional tests at the facility of production of the Equipment will be agreed upon specifically between Seller and Purchaser and will be charged to Purchaser. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

6.2 Purchaser Acceptance of Equipment and Services

6.2.1 The Purchaser shall be required to take delivery of the Equipment and/or Services delivered substantially in accordance with the Agreement.

6.2.2 Upon receipt of Equipment and/or Services, the Purchaser shall promptly inspect them in accordance with the Seller's documentation, or if not available, reasonable industry practice. Visible non-conformities and non-conformities to the Specifications must be reported to Seller in writing immediately and no later than 48 hours after receipt of the Equipment and/or Services. The Purchaser must permit Seller immediate rights of inspection and investigation. Failing which, any remedial costs shall be the responsibility of the Purchaser.

6.2.3 If the Equipment and/or Services have visible non-conformity and/or do not substantially conform to the Specifications, Seller shall have the right to repair or replace the non-conforming Equipment or provide the non-conforming Services again within a mutually agreed upon period, whereby the Purchaser shall not be entitled to cancel the order and/or claim any damages.

6.2.4 As regards the Services, the signing of performance sheets and/or site acceptance tests shall serve as irrefutable evidence of the Purchaser's acceptance of the contents of the services stated therein, and no further complaints will be accepted.

6.2.5 The shades, colour variations, aesthetic aspects, and/or other minor defects and imperfections of the Equipment that do not cause a substantial change in the use thereof can under no circumstances constitute grounds for refusing acceptance. Returns for administrative errors caused by Purchaser are not allowed.

6.2.6 Once the Equipment are assembled, modified or put into use by the Purchaser, claims as provided under this Article 6.2 shall no longer be accepted.

6.3 Return of Incorrect Equipment

If Purchaser is entitled to return Equipment in accordance with Article 6.2, the Purchaser must:

6.3.1 deliver the Equipment to the Seller within (10) days from the time the Seller agrees to receive the Equipment;

6.3.2 all Equipment must be in full, original, unopened, master cartons of current catalog design and in saleable condition as originally shipped by Seller.

ARTICLE 7: TITLE AND RISK OF LOSS

7.1 Transfer of Title

Except with respect to Software (for which title will not pass, use being licensed), all Equipment delivered and Services provided by Seller shall remain the property of Seller until full payment has been made for all amounts owed by the Purchaser in connection with the underlying Agreement, including damages, costs, and interest, to the extent that such retention of title is valid under the applicable Law.

7.2 Risk of Loss

7.2.1 The risk for Equipment shall be transferred at the time of delivery in accordance with the applicable INCOTERM. From the time when risk in the Equipment passes until the time when title passes to the Purchaser, the Purchaser shall insure the Equipment for its full value with a reputable insurer and hold the proceeds of any sale or claim on such insurance policy on trust for Seller, remitting to the Seller the proceeds upon demand.

7.2.2 The risk for Equipment of the Purchaser to which, with which, or in connection with which work is performed shall remain with the Purchaser, even if those Equipment are in buildings or on premises of Seller.

7.2.3 Unless otherwise specified in the Agreement, no charge shall be made for packaging, or transportation materials and the Purchaser shall not be responsible for returning such materials. The Purchaser shall be responsible for disposing such materials.

ARTICLE 8: DIGITAL TOOLS

If under a Proposal or Agreement the Purchaser is provided with access to Seller's digital platforms or applications ("**Digital Tools**"), Purchaser's use of and access to the Digital Tools will be subject to Annexure; Digital Services.

ARTICLE 9: INTELLECTUAL PROPERTY, INVENTIONS AND INFORMATION

9.1 Rights to Intellectual Property and Technology

9.1.1 Seller shall maintain all right, title and interest in any Technology and Intellectual Property Rights that Seller owned, created, conceived or discovered prior to entering into the Agreement, or owns, creates or discovers separately from the activities contemplated by the Agreement. Seller shall have all right, title and interest in any Technology and Intellectual Property Rights and Seller Generated Data that Seller creates, conceives or discovers in furtherance of the Agreement, and Seller shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of Seller. Purchaser shall not, without Seller's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a Governmental Entity. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

9.2 Software License

Seller owns all rights in, or has a license to, all of the Software, if any, to be provided to Purchaser under the Agreement.

9.2.1 Seller grants Purchaser a limited license to use the Software, subject to the following: (a) the Software may be used only in conjunction with Equipment; (b) the Software will be kept strictly confidential; (c) the Software will not be copied, reverse engineered, or modified; (d) Purchaser's right to use the Software may be terminated by Seller upon Purchaser's breach of this Article 9.2; and (e) the rights to use the Software are non-exclusive and non-transferable, except with Seller's prior written consent or to a third-party purchaser of the Equipment to which the Software pertains.

9.2.2 Nothing herein will be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under applicable Law nor to confer upon any Person who is not a named party to the Agreement any right or remedy under or by reason of the Agreement.

9.2.3 Seller shall not be obliged to provide the Purchaser with updated versions of the Software unless otherwise agreed in writing, as required under Article 10.2, or as required by mandatory regulatory laws applicable to Seller (except if additional work is required other than pushing software updates, Seller is entitled to reimbursement).

ARTICLE 10: WARRANTY

10.1 Warranty for Equipment

10.1.1 Seller warrants that the Equipment, including the Software, supplied by Seller to the Purchaser shall be delivered free of defects in material and workmanship and shall perform in accordance with the applicable published specifications for the Equipment in effect at the time of delivery of the Equipment, including mandatory OCPP features in Seller's published compliance document ("**Equipment Warranty**"). The Equipment Warranty shall be valid for a period ending the earlier of twenty-four (24) months after the date of commissioning or thirty (30) months after the date of shipment of the Equipment by Seller ("**Equipment Warranty Period**"). The Equipment Warranty does not cover minor defects not impacting the functionality or operability of the Equipment. Under no circumstances does Seller warrant that: (a) the operation of the Software will be uninterrupted or error-free, (b) the Software will operate in combination with software or hardware not provided by Seller, or (c) the Software will not be compromised by any harmful code.

10.1.2 This Equipment Warranty shall not apply if and to the extent a defect arises from any of the following: (a) the Equipment has not been properly installed in accordance with Seller's instructions, including improperly powering up the Equipment before commissioning by a Seller certified technician (b) the Equipment has been customized, modified, enhanced or altered by any person other than Seller, (c) the Equipment has been damaged by any person other than Seller, including by dropping cables or connectors (d) the Software has not been timely updated to the most recent version, (e) the result of Seller following drawings, designs or specifications provided by Purchaser, (f) power outages, loss of network connectivity, or disruptions to the electrical supply, (g) insufficient ventilation, excessive dirt accumulation, corrosion, ingress of foreign substances, vermin/insect infestation, or vandalism (h) cyber security intrusion including viruses and hacking, (i) hazards including fire, flood, storm earthquake, lightning, spillage or leakage of chemicals or harmful substances, excessive voltage or mechanical shock, or water damage, (k) parts that are intended to be replaced as part of normal maintenance, or (l) where the Equipment is installed or operated in presence of seawater, salt air, conductive dust or condensing humidity inconsistent with the parameters in the Seller's Operation and Installation Manual including Section 10.1 of that manual..

10.1.3. Purchaser must promptly notify Seller in writing stating the nature of each defect with supporting evidence within five (5) calendar days after first taking notice of such defect and allow Seller remote access to the effected Equipment. The Purchaser hereby consents to the update and/or upgrade of any Software by Seller. If Seller chooses to check and repair the Equipment at Purchaser's site, Purchaser shall provide access to the Equipment at Purchaser's site during normal business hours. Seller may refuse to service any Equipment if conditions at the Purchaser's site are dangerous or not in line with Seller's HSE guidelines. If requested, Purchaser shall deliver the Equipment (minus any third party equipment or software) to a repair facility designated by Seller.

10.1.4. Seller will at its option, either (i) provide a replacement to any defective part in the Equipment, (ii) replace the Equipment with a new or refurbished Equipment with substantially similar functionality, (iii) refund the portion of the price applicable to the non-conforming portion of the Equipment, or (iv) if Seller is able to reproduce a defect, Seller will correct the Software, or provide replacement Software, so that it performs substantially in compliance with the Equipment Warranty. In no case shall Seller be responsible for transportation, logistics or labour costs and Seller reserves the right to charge Purchaser, and Purchaser shall pay, for any such costs incurred. After subsequent performance the warranty period for the repaired or replaced Equipment shall expire on the same date as the Equipment Warranty Period.

10.2 Warranty for Spare Parts

10.2.1 Seller warrants that any spare parts sold to Purchaser in relation to the Equipment will be free from defects in material and workmanship for a period of one (1) year from the date of purchase of the spare part ("**Spare Parts Warranty**"). To obtain warranty service under the Spare Parts Warranty, Purchaser shall first promptly notify Seller and, if directed by Seller, deliver the defective spare part to Seller's facility for service for evaluation and repair. Seller's obligation in relation to any spare part is limited to repair or replacement of any such defective spare part (excluding labour costs in both cases) or a refund of the purchase price of the spare part at Seller's sole discretion. For the avoidance of doubt, the Spare Parts Warranty does not apply to spare parts used by Seller to carry out warranty repair of the Equipment.

10.2.2 The exclusions to the Equipment Warranty in Article 10.1.2 apply *mutatis mutandis* to the Spare Parts Warranty.

10.3 Warranty for Services

Services will be free of defects in workmanship ("**Services Warranty**"). The period of validity of the Services Warranty begins upon the date of completion of such Services and ends ninety (90) days after the date of completion of Services.

10.4 No warranty for remote support

If the Seller provides remote support for any matters that do not fall within the warranties described in this Article 10, the Seller does not guarantee its ability and availability to rectify issues raised by the Purchaser. To the extent permitted by law, all representations and warranties, whether arising by operation of law or otherwise, are expressly excluded.

10.5 Disclaimer

To the extent permitted by law, the foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose or usage of trade are hereby disclaimed. The remedies stated herein constitute purchaser's exclusive remedies and Seller's entire liability for any breach of warranty and the Purchaser agrees that in no case does the Seller guarantee a response time. After subsequent performance in accordance with this Article 10, the warranty period for the repaired or replaced Equipment, Software, Spare Part, or rectified Services, shall expire on the same date as the original warranty. The subsequent performance does not initiate a new warranty period, and these Terms shall apply to any repaired or replacement Equipment supplied by the Seller.

ARTICLE 11: PURCHASER'S RESPONSIBILITIES

11.1 Commissioning and maintenance

The Purchaser shall not without Seller's consent in writing, carry out or have others carry out the commissioning or maintenance which under the Agreement shall be carried out by Seller. If the Purchaser does so, it is at the Purchaser's sole risk and Seller's responsibility for previously performed commissioning or maintenance shall cease. If the Parties agree that Purchaser's personnel, or personnel under the direction of Customer, may carry out commissioning or maintenance, Purchaser shall be fully responsible for and takes all risk of any services that are carried out on the Equipment. Seller's provision of statements of work, remote instructions, or training shall not be construed as Seller assuming any duty of care, control, or responsibility for any such personnel, or their or Purchaser's compliance with applicable health and safety laws and regulations. To the maximum extent permitted by applicable law, Purchaser will indemnify and hold harmless Seller against any claims resulting from its personnel's, or from personal under the direction of Customer, performance of services.

11.2 Notification of events affecting Equipment

The Purchaser shall notify Seller without undue delay of any site alterations, structural alterations, or Equipment modifications, which could affect the function and operation of Equipment or other measures taken by the Purchaser which may affect Seller's obligations under the Agreement. If such alterations or measures affect the Seller's obligations, it is entitled to have the Agreement amended. If the parties fail to agree on how to amend the Agreement in respect thereof, Seller may, with immediate effect, terminate the Agreement by notice in writing to the Purchaser. In the event of such a termination, Seller shall also be entitled to compensation for the loss it incurs.

11.3 Installation and Operation of the Equipment

11.3.1 The Purchaser shall at its own cost in a workmanlike manner carry out necessary and proper installation work, ensuring a complete and correct installation of the Equipment, including that any protective devices are correctly installed. The installation of the Equipment must be conducted in an environment that adheres to manufacturer specifications. The Purchaser may not make any modification to the Equipment during installation nor itself or through any third party unless it is in accordance with the Equipment instructions or agreed use.

11.3.2 Unless otherwise agreed but subject to the INCOTERMS requirements, the Seller has no responsibility or liability for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. The Agreement does not affect any applicable legal requirements imposed on operators of the Equipment.

11.4 Insurance

The Purchaser have taken out adequate insurance to cover their liability and shall provide a statement from their insurer or intermediary attesting thereto upon request.

11.5 End Customer Consent

If Purchaser is not the end customer of the Equipment, Purchaser warrants that it has a written consent and an authorization from the owner of the Equipment to access and modify their Equipment using the tools used by or provided by Seller and that it will inform Seller within 24 hours if the owner of the Equipment withdraws such consent. Furthermore, the Purchaser shall provide the owner of the Equipment the contact information of Seller for cases where access needs to be terminated. The Purchaser shall, without any limitations, indemnify and hold harmless Seller for all liabilities, damages, cost or expenses incurred as a result of breach of aforementioned obligations.

11.6 Cyber-security

The Equipment or Services may be connected to the Purchaser's or its end customer's information system which is designed to be connected and/or to communicate information and data via a network interface. It is the sole responsibility of the Purchaser and/or its end customer to provide and maintain a secure connection between its system and any other network. It is the sole responsibility of the Purchaser and/or its end customer to establish and maintain all appropriate security measures, such as installing firewalls, applying authentication measures, encrypting data, installing anti-virus programs, etc., to protect the system, including its network and external interfaces, from any type of security breach, unauthorized access, interference, intrusion, leakage and/or theft or loss of data or information.

11.7 Interoperability

The Purchaser is responsible for the interoperability and/or compatibility of the Equipment with any other product, software or services and shall indemnify and hold the Seller, as well as its legal representatives, officers, vicarious agents and employees, harmless for any costs and damages as a result of (the lack of) compatibility and/or interoperability of the Equipment, including, but not limited to, investigation and reasonable legal costs.

ARTICLE 12: MUTUAL INDEMNIFICATION

12.1 Indemnity

Subject to the terms and conditions of the Agreement each Party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other Party (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees claims, awarded in a final action, judgment, or settlement, and the costs of enforcing any right to indemnification under the Agreement, incurred by the Indemnified Parties (collectively, "Indemnity Losses") relating to any claim of a third party arising out of or occurring in connection with bodily injury or death caused by the negligent acts or omissions of the Indemnifying Party.

12.2 Exceptions to Indemnities

The indemnities in this Article shall not apply if the claim or corresponding losses arises out of or result from, in whole or in part, the Indemnified Parties' negligence or more culpable action or omission (including recklessness or willful misconduct).

12.3 Notice

If an Indemnified Party becomes aware of any claim, event, or fact that may give rise to a claim by the Indemnified Party against the Indemnifying Party for indemnification under this Article, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnified Party shall give Indemnifying Party control over the proceedings and shall reasonably cooperate in the investigation, settlement, and defense of such claims at Indemnifying Party's expense; provided that the Indemnified Party may, at its own expense, participate in such defense. The Indemnifying Party shall not enter into a settlement of such claim that does not include a full release of the Indemnified Party or involves a remedy other than the payment of money, without the Indemnified Party's consent. If the Indemnifying Party does not assume control over the defense of a claim as provided in this Article, the Indemnified Party may defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.

ARTICLE 13: INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

13.1 Seller's Indemnity

Seller shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment directly infringes a patent in effect in the United States, an European Union member state or the country of the site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the site ("**IP Claim**") and to pay all damages and costs finally awarded in any such action.

13.2 Exceptions to Seller Indemnities

The indemnity provided for in Article 13.1 will not extend to Expenses to the extent resulting from or arising out of any of the following: (a) Expenses which have resulted from the willful misconduct of Purchaser; (b) Expenses due to the Purchaser's indemnification obligation set forth in Article 12.1; (c) Expenses due to any other equipment or processes, including Equipment which have been modified or combined with other equipment or process not supplied by Seller; (d) Equipment supplied according to a design required by Purchaser; (e) Use of the Equipment contrary to Seller instructions; (f) Any patent issued after the effective date of the Agreement; (g) Any action settled or otherwise terminated without the prior written consent of Seller; or (h) Failure by Purchaser to give Seller prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense (including the right to settle or otherwise terminate such action on behalf of Purchaser).

13.3 Notice

Article 12.3 applies to Articles 13.2 – 13.3 *mutatis mutandis*.

13.4 Refunds

If Purchaser obtains a recovery of all or any part of any amount which Seller has paid to Purchaser, Purchaser will pay to Seller the net amount recovered by Purchaser.

13.5 No Double Recovery

Without limiting Purchaser's right to pursue payment from Seller for a particular Expense under this Article 13, Purchaser will not be entitled to actually receive payment from Seller for the same Expense twice.

13.6 Infringing Equipment

If, in any IP Claim, the Equipment is held to constitute an infringement or using the Equipment is finally enjoined, Seller will, at its option and its own expense (a) procure for Purchaser the right to continue using the Equipment; (b) modify or replace the infringing Equipment with noninfringing equipment; or (c) remove the infringing Equipment and refund the portion of the Fee allocable to the infringing Equipment.

The foregoing sentences state the exclusive liability of Seller to the Purchaser for any Intellectual Property infringement.

13.7 Purchaser Indemnity

To the extent that Equipment subject to Article 13.1 or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that Seller is a contributory infringer), or manufactured or any process is to be applied to Equipment by the Seller in accordance with a specification submitted by the Purchaser, and by reason of one of the foregoing an action is brought against Seller, Purchaser will defend and indemnify Seller in the same manner and to the same extent that Seller would be obligated to indemnify Purchaser under this Article 13.

ARTICLE 14: LIABILITY

14.1 Limitation of Consequential Damages

14.1.1 To the maximum extent permissible under applicable Law, in no event will Seller or its supplier, contractors or Affiliates be liable for Consequential Damages arising out of, based on, or resulting from the Seller's acts or omissions, or the use of, misuse of, or inability to use the Equipment or Services, even if Seller (or its agents or Affiliates) has been advised of the possibility of such damages.

14.1.2 Consequential Damages means liabilities, claims, damages, whatever the legal basis, whether in contract or in tort, negligence or strict liability, for any special, incidental, indirect, consequential, liquidated or punitive damages or for any damages for loss of business, loss of use, loss of revenue or profits, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays and claims of customers of Purchaser or other third parties (except as provided in these Terms), loss arising from delays (except as provided in these Terms), loss of data and other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems.

14.2 Limitation of Liability

14.2.1 To the maximum extent permitted under applicable Law, Seller's aggregate liability for all claims whether in contract (including liquidated damages or indemnities), warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from the performance or breach of the Agreement, or from the design, manufacture, sale, delivery, resale, repair, replacement, commissioning, decommissioning, installation, technical direction of installation, inspection, operation or use of any Equipment covered by or furnished under the Agreement, or from any Services, will in no case exceed in the Fee under the Agreement, excluding taxes.

14.2.2 To the maximum extent permitted by law, all causes of action against Seller arising out of or relating to the Agreement or the performance or breach thereof will expire unless brought within one year of the time of accrual thereof.

14.3 Exclusions to Limitation

The limitation of liability in Articles 14.1 – 14.2 shall not apply to the extent caused by the Seller's willful misconduct or gross negligence or any other reason excluded by applicable Law.

ARTICLE 15: TERMINATION

15.1 Suspension or Termination of Agreement or Order by Seller

Without affecting any other right or remedy available to it, the Seller may suspend or terminate an Agreement or Order with immediate effect upon written notice to Purchaser under the following circumstances:

15.1.1 Purchaser fails to pay any amount when due under the Agreement and the failure continues for ten (10) days after the date of Seller's notice of nonpayment;

15.1.2 Purchaser refuses to take delivery of the Equipment.

15.2 Termination of Agreement or Order by either party

Without affecting any other right or remedy available to it, either Party may terminate the Agreement or Order with immediate effect upon written notice to the other Party under the following circumstances:

15.2.1 the other party breaches its obligations under Article 22;

15.2.2 to the extent permissible by applicable Law, the other party becomes insolvent, files a petition for bankruptcy or commences or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or

15.2.3 the other party materially breaches the Agreement, and this is not rectified within thirty (30) days of receiving written notice; or

15.2.4 as otherwise expressly provided under the Agreement.

15.3 Termination for convenience by Purchaser

The Purchaser may terminate for convenience any Order for Equipment subject to Article 15.5.

15.4 Consequences of Suspension by Seller

Upon suspension of an Agreement or Order pursuant to Article 15.1 of these Terms, Seller will suspend its performance until such time as the full balance is paid or Purchaser takes delivery, as applicable.

15.5 Consequences of Termination

15.5.1 Without affecting any other right or remedy available to it, upon termination of the Agreement or Order, the Seller will be entitled to all amounts owed by Purchaser to Seller under the Agreement will be immediately due.

15.5.2 Where the Purchaser terminates for convenience in accordance with Article 15.3, the Seller will be entitled to invoice as a percentage of the applicable Fee: (a) 20% of the Fee where termination occurs up to 6months prior to agreed delivery date; (b) 50% of the Fee where termination occurs between 6months and 3month prior to agreed delivery date; and (c) 100% where termination occurs less than 3month prior to agreed delivery date. This sub-Article shall also apply where the Purchaser terminates for cause and the Equipment substantially conforms with the Specifications.

15.5.3 If Seller terminates under Article 15.1 – 15.2, it is understood that Seller will not be liable to Purchaser for damages and/or losses, in any form (including but not limited to direct, indirect, special, consequential and incidental) by reason of such termination.

15.5.4 Seller has no obligation to store any completed Equipment not yet delivered for the benefit of Purchaser. Article 2.4 shall apply *mutatis mutandis*.

15.5.5 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

ARTICLE 16: ENVIRONMENTAL, HEALTH AND SAFETY MATTERS

16.1 Safe Working Conditions.

Purchaser represents and warrants that it will comply with applicable safety, environmental and security regulations and maintain safe working conditions at its site or while its personnel or personnel under its control carry out work, including:

16.1.1 at a minimum complying with the ABB E-Mobility's HSSE standards, including ABB's 7 steps to electrical Safety, ABB's Life Saving Rules, and local operational standards for electrical installations (i.e. EN50110 / NFPA70-E, CSA C22.1 etc);

16.1.2 the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

16.2 Hazardous Materials

Purchaser will properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the site. "Hazardous Materials" are substances or chemicals that pose a risk to health, safety, property and the environment. Prior to Seller starting any Services at a site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the site that Seller may encounter while performing Services. The provision of such documentation will in no way release Purchaser from its responsibility for said conditions.

16.3 Site Specific Procedures

Purchaser will disclose to Seller health and safety, including industrial hygiene and environmental monitoring data, regarding conditions that may affect Seller's work or personnel at the site. Purchaser will keep Seller informed of changes in any such conditions. Purchaser will immediately advise Seller in writing of all applicable site-specific health, safety, security and environmental requirements and procedures within a reasonable time prior to the Seller attending the site. Without limiting Purchaser's responsibilities hereunder, Seller has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the site.

16.4 Threat of Hazardous Materials or unsafe conditions

If, in Seller's reasonable opinion, the health, safety, or security of personnel or the site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, remove some or all of its personnel from site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Purchaser will reasonably assist in ensuring the safe departure of personnel from the site. Seller has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the site, which is the sole responsibility of Purchaser. Purchaser will, at its sole cost and expense, eliminate the hazardous conditions or unsafe working conditions in accordance with applicable Law so that Seller may safely resume Services, and Seller will be entitled to an equitable adjustment of the Fee and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work.

ARTICLE 17: CONFIDENTIALITY

17.1 Confidential Information

Seller and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with the Agreement.

17.2 Use of Confidential Information

Receiving Party will:

17.2.1 use the Confidential Information only in connection with its obligations pursuant to the Agreement and use of Equipment and Services; **17.2.2** use the same degree of care to avoid disclosure or misuse of the Disclosing Party's Confidential Information as it uses with respect to its own information of like importance, but in no case will the Receiving Party use less than reasonable care, and **17.2.3** not disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party will permit access to the other's Confidential Information only to its or its Affiliates personnel or subcontractors who: (a) reasonably require access to Confidential Information for purposes approved by the Agreement, and (b) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her that is at least restrictive as the provisions set forth herein, and (c) have been apprised of the confidentiality obligations hereunder. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party will upon request return to Disclosing Party or destroy all copies of Confidential Information.

17.3 Exceptions to Confidential Information

The obligations under this Article 17 will not apply to any portion of the Confidential Information that (a) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its Affiliates; (b) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best knowledge of Receiving Party, subject to a confidentiality obligation to Disclosing Party; (c) is independently developed by Receiving Party, its representatives or Affiliates, without reference to the Confidential Information; (d) is required to be disclosed by Law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process will to the extent permissible by applicable Law promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

17.4 Survival of Obligation of Confidentiality

As to any individual item of Confidential Information, the restrictions under this Article 17 will expire five (5) years after the date of disclosure except with respect to Confidential Information that constitutes a trade secret under the Laws of any jurisdiction in which case these obligations will survive until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Receiving Party or its representatives. This Article 17 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

ARTICLE 18: NOTICES

18.1 Manner of Sending Notices

Any notice, request or information required or permissible under the Agreement will be in writing and in English (if permitted by Law) or local language. Notices will be delivered in person or sent by email, letter (mailed airmail, certified and return receipt requested), or by expedited delivery addressed to the parties as set forth in Article 18.2. In the case of email, notice will be deemed received upon actual receipt. In the case of a mailed letter, notice will be deemed received upon actual receipt. In the case of a notice sent by expedited delivery, notice will be deemed received on the date

of delivery set forth in the records of the Person which accomplished the delivery. If any notice is sent by more than one of the above listed methods, notice will be deemed received on the earliest possible date in accordance with the above provisions.

18.2 Notice Information

Notices will be sent to each party at the address listed in the Purchase Order or to such other places and numbers as either party directs in writing to the other party.

ARTICLE 19: FORCE MAJEURE

19.1 Events beyond the control of the Parties

Either party shall be entitled to suspend performance of their obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous by any circumstance beyond the control of the parties ("Force Majeure"). Force Majeure shall be deemed to include, without limitation: (a) acts of God, earthquake, tempest, storm, volcanic activity, flood, lightning, tsunami, tornado, tidal wave, landslide, drought, whirlwind, typhoon, hurricane, and any other natural disaster or adverse climatic or sea conditions; (b) riot, commotion or disorder, strikes and industrial and labour disputes; (c) fires and explosions, ionisation radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, together with contamination by toxic material or toxic waste or other hazardous effects of any toxic substance or substances acting singly or in combination; (d) non-availability or shortage of materials, commodity supplies, data, fuel, electricity and/or water; (e) delay due to any actions or omissions by any public services or government authorities, sanctions, blockade, embargo, prohibition on exportation or importation of material or equipment or services and any other action or failure to act of public services or government authorities, such as a customs delay in the country; (f) war and other hostilities (whether declared or not) invasion, act of foreign enemies, mobilisation of armed forces, requisition or embargo, insurrection, terrorism, sabotage, revolution, rebellion, military or usurped power, civil war; (g) closing of roads, rails, air and other transportation links, of bridges tunnels, harbours or docks, and other transportation interruptions or delays beyond the Seller's responsibility; (h) any consequences of a change of law, including regulations; and (i) epidemics, pandemics and other health and safety hazards.

19.2 Consequences of Force Majeure

19.2.1 If performance of any obligation under the Agreement (other than an obligation to make payment) is prevented, restricted, delayed or otherwise adversely affected by Force Majeure, the party (including Seller's affiliated companies or sub-contractors) whose performance is thereby affected is excused from and not be liable for such failure or delay in performance and is entitled to an equitable adjustment of its contractual obligations. In the case of Seller, this includes without limitation an extension of time for completion, adjustment to the Fee, and demobilisation/remobilization costs, as applicable.

19.2.2 If either party considers that Force Majeure has occurred which may affect performance of its contractual obligations it shall as soon as possible, but in any event within a period of fourteen (14) days from the date that party became aware of the relevant event or circumstance constituting Force Majeure, notify the other party of: (a) the event or circumstances constituting Force Majeure, (b) the contractual obligations, the performance of which is prevented, and (c) the steps it proposes to take including any commercially reasonable alternative means for the performance in question. In all cases the affected party shall endeavor to continue to perform its obligations under the Agreement to the extent reasonably practicable.

19.2.3 If performance cannot be achieved or is prevented, restricted or delayed for more than four (4) months by Force Majeure and the parties have not agreed upon a revised basis for continuing the work at the end of such four (4) month period, then either party may at any time after the expiration of the said period and while the Force Majeure still exists terminate the Agreement by giving not less than thirty (30) days' notice of termination in writing to the other party. In case of termination of the Agreement due to Force Majeure, the Seller is entitled to receive payment for: (a) work carried out until termination, (b) ordered work, of which Purchaser is liable to accept delivery, (c) other costs which were reasonably incurred by the Seller in the expectation of completion of the work, and (d) demobilisation costs.

19.3 Security Event

Any act, event or circumstances which, whether or not actually restricting or preventing performance by the Seller of its obligations, gives rise to a situation where continued performance of the Seller's obligations is reasonably likely to present a significant risk to the safety or security of the Seller's personnel, or a risk of loss or damage to its tools or equipment (each a "Security Event"), entitle the Seller to suspend, partially or in whole, performance of any or all of its obligations under the Agreement. Immediately upon becoming aware of a Security Event, the Seller may take appropriate measures to protect its personnel, tools and equipment, including withdrawing any or all of its personnel and/or its tools or equipment from site and relocating them to a suitable safe location within or

outside the country. The Seller shall notify the Purchaser of a Security Event as soon as practicable after becoming aware such event. From the date of such notice, the Seller is entitled to reimbursement from the Purchaser of all costs incurred in suspending work pursuant to this sub-Article, together with costs of demobilisation, remobilisation, relocation of personnel and/or tools or equipment, and the costs of implementing any other security measures reasonably necessary to protect the Seller's personnel, tools or equipment. The Seller is also entitled to reimbursement of any additional costs incurred in continuing to perform its obligations in such circumstances. All such costs are to be continuously reimbursed by the Purchaser for as long as the Security Event continues, notwithstanding any resumption or continuation of work by the Seller. During a Security Event, the Seller is excused from and not be liable for such failure or delay in performance and is entitled to an equitable adjustment of its contractual obligations, including but not limited to an extension of time for completion and demobilisation/remobilisation, as applicable.

ARTICLE 20: NUCLEAR

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity. Purchaser represents and warrants that the Equipment and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. If, in breach of this, any such use occurs, Seller (and its parent, Affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of Seller, Purchaser will indemnify and hold Seller (and its parent, Affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any.

ARTICLE 21: DATA PROTECTION

21.1 Personal Data

If within the execution and performance of this Agreement, either Party discloses to the other Party Personal Data (as defined by applicable Laws) of employees and any other person engaged by the Party, each Party shall comply with applicable Law and, if applicable, shall act as an independent data controller. Such processing shall be carried out solely for the purposes of fulfilling obligations under this Agreement.

21.2 Data Collection

This Article is without prejudice to the Data Use License Annex, where applicable. In case of conflicts related to Data regulated by the Data Use License annex, the Annex shall prevail. Purchaser may provide data, information, and material, including but not limited to data and information related to the Equipment and Services, location of the Equipment as well as end-customers' use of the Equipment and Services. Seller, its Affiliates and its subcontractors have the right to collect, store, aggregate, analyze or otherwise use such data, information and material for (i) providing and maintaining the Equipment and Services; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the Equipment and Services; and (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 Seller. In addition, Seller has the right to use such data, information, and material for statistical and benchmarking purposes if and to the extent it is anonymized or non-confidential. Seller may, but shall not be obliged to, delete such data, information and/or material at any time. Purchaser will ensure that it is permitted to provide such data, information and material to Seller and that Seller's, its Affiliates and its subcontractors use of such data, information and material as set out above will not infringe any third-party Intellectual Property Rights or any other rights of a third party or person.

21.3 Consent to Changes

The parties agree that neither will withhold or delay its consent to any changes to this Article which are required to be made in order to comply with applicable data protection Laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agree to implement any such changes at no additional cost to the other party.

21.4 Data Processing Agreements

The parties acknowledge that the processing of Personal Data in accordance with a Purchase Order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of a purchase order, the parties will, and will ensure that their relevant Affiliates, subcontractors or customers will, upon the other's request promptly enter into any such agreement, as designated by the other party and as required by mandatory Law or a competent data protection or other competent authority.

To the extent that a data processing agreement (DPA) is not initially concluded as part of this Agreement to govern the processing of Personal Data of data subjects other than those referenced above in section 22.1, the Purchaser shall inform the Seller in advance if it intends to transmit such Personal Data, the Parties shall assess the proposed processing in accordance with applicable data protection laws. If the assessment determines that a DPA is required, the Parties shall enter into such an agreement and negotiate in good faith the terms and any additional obligations arising therefrom.

ARTICLE 22: INTEGRITY, TRADE

Purchaser represents and warrants that it will comply with Seller's Integrity Provisions Appendix attached hereto.

ARTICLE 23: TECHNICAL DOCUMENTS

23.1 Catalogues, brochures, images, diagrams, size and weight specifications and data included therein, shall be binding for Seller only if and to the extent agreed upon expressly as constituting a binding specification and in writing.

23.4 Any study, specification, documentation, description, plan, diagram or drawing pre-prepared or provided by Seller is and shall remain the exclusive property of Seller. The Purchaser shall use such data only within the scope of the Agreement.

23.5 The Purchaser undertakes that it, its employees and third parties it engages shall adhere to the manuals provided by Seller or made available online.

ARTICLE 24: LAW AND JURISDICTION

The Agreement shall in all respects be governed by and construed in accordance with the laws of the country of registration of the Seller. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded. The Parties agree to use their best efforts to settle amicably any dispute or claim (including non-contractual disputes or claims) arising from or in relation to the Agreement or a breach thereof. If such disputes or claims cannot be settled amicably through negotiations by appropriate senior management representatives of the Parties within 21 days of either Party providing notice to commence negotiations, then each party irrevocably agrees that the courts of the place of registration of the Seller shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. Notwithstanding the foregoing, either party may immediately take steps to seek interim or urgent injunctive or equitable relief, including protective measures, before an appropriate court in the place of Seller's registration.

ARTICLE 25: MISCELLANEOUS

25.1 Interpretation

A reference to a party includes its successors and permitted assigns.

25.2 Third Parties

Except as expressly provided in the Agreement, Purchaser and Seller do not intend that any terms of the Agreement will be enforceable by any Person who is not a party to these Terms.

25.3 Rights of Parties

The rights of one party against the other party are not capable of being waived or amended except by an express waiver or amendment in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or amendment of that or any other such right. Any defective or partial exercise of any such rights will not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on a party's part or on its behalf will in any way preclude such party from exercising any such right or constitute a suspension or any amendment of any such right.

25.4 Language of Agreement

The parties acknowledge having specifically requested that the Agreement, Purchase Orders and all related documents and correspondence including technical documents be drafted in English or local language at discretion of the Seller, unless otherwise agreed upon in writing or required by applicable Law.

25.5 Use of Word "including"

The term "including" is used in the Agreement without limitation.

25.6 Headings

All article and paragraph headings and captions are purely for convenience and will not affect the interpretation of the Agreement. Any reference to a specific article, paragraph or section will be interpreted as a reference to such article, paragraph or section of the Agreement.

25.7 Invalidity of any Provision

If any of the provisions of the Agreement becomes invalid, illegal or unenforceable in any respect under any Law, the validity, legality and

enforceability of the remaining provisions will not in any way be affected or impaired.

25.8 Amendments in Writing

The provisions of the Agreement may only be amended or modified by a writing executed by Purchaser and Seller.

25.9 Counterparts

The Agreement may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument when each party has signed and delivered one such counterpart to the other party.

25.10 Survival

On termination the Agreement the following clauses shall continue in force: Article 3 (Fees and Payment), Article 4 (Product Lifecycle and Third Party Work), Article 6.2.7 (Purchaser Acceptance of Equipment and Services), Article 11 (Purchaser's Responsibilities), Article 12 (Purchaser Indemnification), Article 13 (Intellectual Property Infringement Claims), Article 14 (Liability), Article 15.5 (Consequences of Suspension or Termination by Seller), Article 17 (Confidentiality), Article 19.2 (Consequences of Force Majeure), Article 21 (Nuclear), Article 23 (Integrity, Trade), and Article 25 (Law and jurisdiction).

25.11 Entire Agreement

Except as expressly set out in the Agreement, all conditions, warranties and representations, implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Equipment or Services are excluded to the fullest extent permitted by law and the warranties, as stipulated in the Agreement, are exclusive and in lieu of all other warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. The Agreement constitutes the entire agreement between the parties in relation to the purchase of Equipment and Services by Purchaser from Seller and supersedes all previous proposals, agreements and other written and oral communications in relation hereto. The parties acknowledge that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth in the Agreement.

25.12 Trademarks, trade name and advertising

Unless explicitly authorized, the Purchaser shall not use, or authorize anyone to use on any letter head, publication, other media, advertisement (including public signs and displays) or in any other way the name of ABB or ABB E-mobility and may not reference to being a partner of ABB or ABB E-mobility, nor use any trademark or trade name, registered or unregistered, which is the property of ABB E-mobility or its Affiliates. Usage of such name, trademarks or trade names has to be strictly compliant with any regulations or guidelines as defined by the Seller or the competent Seller Affiliate.

25.13 Treatment of Waste from Electrical and Electronic Equipment

Seller and the Purchaser agree that the Purchaser shall be responsible for the collection, treatment, and/or environmentally friendly disposal (collectively referred to as "Treatment") of waste electrical and electronic equipment from users other than private households ("B2B-WEEE") and for any obligations or costs related thereto. Seller shall not be required to establish facilities for the return of B2B-WEEE. The Purchaser shall impose (i) corresponding obligations and restrictions on its customers and (ii) shall require them to impose such obligations and restrictions in turn on their customers in the supply chain of such products. The Purchaser shall indemnify Seller against such obligations and/or costs.

25.14 Subcontracting and assignment by Seller

Neither Party may assign, novate or otherwise dispose of the Agreement and of all of its rights and obligations under the Agreement without prior consent of the other Party, but such consent cannot be unreasonably withheld. The Seller may subcontract any or all of its rights or obligations under the Agreement without the prior consent of the Purchaser.

25.15 Laws and Regulations

The Equipment and Services shall comply with mandatory Laws as at the date of the Agreement, as applicable to the manufacturer of the Equipment or supplier of the Service. In the event of any change to mandatory Laws, Article 5 applies.

25.16 No partnership

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

ARTICLE 26: DEFINITIONS

Unless the context otherwise requires, the term:

- **"Agreement"** means these Terms, any binding written agreement between Seller and Purchaser incorporating these Terms, the

applicable Order once it has been confirmed by Seller, the Order confirmation, any applicable binding Proposal, and any document submitted by Seller to constitute part of the Agreement (subject to Article 24);

- **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party;
- **"Business Day"** means a day which is not a Saturday, Sunday or public holiday in the location where the Equipment or Services will be delivered to Purchaser;
- **"Confidential Information"** means (a) marked as "Proprietary", "Confidential" or with a comparable legend at the time of disclosure, (b) disclosed in any other manner and identified as confidential at the time of disclosure, or (c) by its nature or the circumstances surrounding disclosure is or reasonably should be understood to be confidential or proprietary to the Disclosing Party. In addition, prices for Equipment and Services will be considered Seller's Confidential Information;
- **"Equipment"** as used herein means Seller goods set forth on a Specification. Equipment excludes any third party provided optional materials, add-ons or equipment;
- **"Government Entity"** means any (a) national, state or local government, (b) board, commission, department, division, instrumentality, court, agency or political subdivision thereof or (c) association, organization or institution of which any of the entities listed in (a) or (b) is a member or to whose jurisdiction any such entity is subject;
- **"Intellectual Property Rights"** means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing;
- **"Laws"** means applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities and all orders and decrees of all courts and arbitrators;
- **"Person"** means individual, firm, partnership, joint venture, trust, corporation, company, Government Entity, committee, department, authority or any body, incorporated or unincorporated, whether having distinct legal personality or not;
- **"Purchaser"** means the customer purchasing the Equipment or Services under the Agreement;
- **"Seller"** means ABB E-mobility B.V., or its Affiliate named in the Order for sales in the European Union, Kingdom of Norway, Kingdom of Sweden, or United Kingdom;
- **"Seller Generated Data"** means Seller's Confidential Information relating to the operation and working of Equipment (for example device diagnostics and device health data generated or gathered whether automatically or not) and any data in whatever form generated or created by Seller in connection with the Agreement and the Purchaser's or end-customers use of the Equipment;
- **"Services"** means any or all of labor, supervisory, technical and engineering, installation, commissioning, repair, consulting or other services defined in a Proposal or Purchase Order to be provided by Seller to the Purchaser. The Seller is not required to supply any service that is not defined in the Proposal or Purchase Order;
- **"Specification"** means the Seller's official published data sheet for the Equipment or any other technical specifications expressly agreed in the Agreement;
- **"Software"** means the object code version of the embedded software in the Equipment licensed by Seller to Purchaser hereunder but excludes cloud-based or software-as-a-service products that may be offered by Seller in connection with the Equipment;
- **"Technology"** means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection;
- **"Terms"** means these general terms and conditions.

LOCAL COUNTRY APPENDIX – ITALY

For Purchase Orders and contracts with ABB E-mobility S.p.A, the Conditions are varied as follows.

Clause	Amendments
Clause 28 is added	27. FINANCIAL TRACEABILITY The Purchaser shall inform ABB E-mobility, at the latest at the time of completion of the Contract, of the application to the Contract itself of the traceability provisions set forth in Law 136/2010 and subsequent amendments and additions. In this case, the Purchaser, at the latest at the time of completion of the Contract, must notify ABB E-mobility of the tender identification code (CIG), and, where applicable, the unique project code (CUP). Again, any financial movement related to the activities under the Contract: (i) shall be made exclusively through the instrument of bank or postal transfer, or through Ri.Ba. (Electronic Bank Receipt); ii) shall report the relevant CIG code and, where applicable, the corresponding CUP. The Purchaser is hereby made aware that, in the absence of such information within the maximum term referred to above, ABB E-mobility will not be in a position to fulfill its obligations under Law 136/2010 both with respect to the Purchaser and with respect to subcontractors/sub-suppliers that ABB E-mobility should use to perform the activities referred to in the Contract with the Purchaser. The Purchaser shall be solely responsible for any prejudicial consequences that may arise from the failure to provide information within the above deadline and shall indemnify and hold ABB E-mobility harmless from any damages or prejudicial consequences.
Specific approval final section is added	Pursuant to Article 1341 of the Italian Civil Code, the following articles are specifically accepted and approved by the Purchaser: - ARTICLE 4: PRODUCT LIFECYCLE AND THIRD-PARTY WORK - ARTICLE 5: CHANGE ORDERS - ARTICLE 9: INTELLECTUAL PROPERTY, INVENTIONS AND INFORMATION - ARTICLE 10: WARRANTY - ARTICLE 11: PURCHASER'S RESPONSIBILITIES - ARTICLE 12: PURCHASER INDEMNIFICATION - ARTICLE 14: LIABILITY - ARTICLE 15: TERMINATION - ARTICLE 20: MARKET CHANGES AND MATERIALS SHORTAGE - ARTICLE 24: LAW AND JURISDICTION The Purchaser (Date, seal, signature)

INTEGRITY PROVISIONS APPENDIX

1. Definitions:

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"); and

(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 the 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").

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.

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).

2. Both Parties will comply with all Applicable Integrity Laws in connection with the Agreement. 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 Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Article in connection with the Agreement. 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 the Agreement.
3. Each Party represents and warrants that, to the best of its knowledge, at the date of the Agreement 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.
4. If, as a result of Trade Control Laws issued or amended after the date of the Agreement, (i) the Purchaser becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any Affiliates or third parties engaged in any manner in relation to the Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Purchaser of its inability to perform or fulfill such obligations. Once such notice has been received by the Purchaser, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement 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 the Purchaser for any costs, expenses or damages associated with such suspension or termination of the Agreement.
5. In the event of suspension or termination as set out in Article 4 of this Appendix above, Seller shall be entitled to payment as set out in the Agreement and any reasonable associated costs necessarily incurred by Seller 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 Agreement.

6. Seller 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 Seller Equipment, other goods, 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.
7. The Purchaser represents that it will not solicit business from, nor 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 Agreement to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by Seller 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 Seller at any time). The Purchaser further represents and warrants that the Equipment, other goods, and Services provided under the Agreement 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 Seller.
8. For the avoidance of doubt, no provision in the Agreement 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.
9. Purchaser shall immediately notify Seller in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Purchaser, its Affiliated parties or any third parties engaged by Purchaser in relation to the Agreement. In the event of such notification or if Seller otherwise has reason to believe that a potential or actual breach has occurred, Purchaser agrees to cooperate in good faith with any audit, inquiries, or investigation which Seller deems necessary. During such audit, inquiries or investigation, Seller may suspend performance of its obligations until such time as Seller has received confirmation to its satisfaction that no breach has occurred or will occur. Seller 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.
10. Notwithstanding the foregoing or any other provision in the Agreement, 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 Appendix, Seller shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by Seller, and Seller 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 Seller for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. Seller may report such violations to relevant authorities as required by Applicable Integrity Laws.

DIGITAL SERVICE ANNEX

The terms of this Annex governs the sale of or provision of access to online cloud-based service ("Digital Service"). The terms of the General Terms & Conditions also apply except if inconsistent with this Annex. This Annex is without prejudice to the Data Use License Annex, where applicable. In case of conflicts related to Data also regulated by the Data Use License annex, that Annex shall prevail.

ARTICLE 1: DEFINITIONS

1.1 Account means the registration of Purchaser on the Digital Service, which is accessible by Purchaser and the Authorized Users with the Logon Details.

1.2 Authorized Users means (i) employees of the Purchaser who are legitimately authorized by the Purchaser (via the Purchaser's Account) to access and use the Digital Service for the Purchaser's internal business purposes and/or (ii) any other natural person or legal entity where Purchaser has provided notice, and Seller has agreed in writing.

1.3 Purchaser Data means any data made available by Purchaser to Seller in connection with the Digital Service to the extent it is stored in the Digital Service. Purchaser Data does not include Seller Generated Data or Data within the meaning of the Data Use License Annex.

1.4 Documentation means the (end-user) technical or supporting documentation, designs, manufacturing drawings, proof of concepts, or other know-how provided with or made available to the Purchaser in relation to the Digital Service.

1.5 Logon Details means any (combination of) information used to gain access to a Digital Service, including without limitation Purchaser and Authorized User identifiers, passwords, and other access credentials (such as API keys, authentication tokens and two-factor authentication codes).

1.6 Release means a modified (a limited improvement or extension of the existing functionality has taken place) or successive (largely new or modified functionalities, made available under their original name or a new name) version of (certain parts or functionalities of) the Digital Service.

1.7 Fee means fees payable by Purchaser for the use of any Digital Service during the Term, which may be waived at the sole discretion of Seller.

1.8 Seller Generated Data means Seller Software, Seller's Intellectual Property, Seller's Confidential Information relating to the operation and working of the Equipment (for example device diagnostics and device health data generated or gathered whether automatically or not) and any data in whatever form generated or created by the Seller in connection with the Agreement and the Purchaser or its Authorized User's use of the Digital Service or Equipment. This does not include Data within the meaning of the Data Use License Annex.

1.9 Term means the period specified on the purchase order during which the Purchaser has a subscription to the Digital Service specified in the purchase order or in the event there is no purchase order, the period during which Seller makes a subscription available to the Purchaser or Authorized Users at Seller's discretion. Term shall also include any renewal periods agreed in writing between the Purchaser and Seller. In the event the Term expires but Purchaser or Authorized User continues to access the Digital Service, such use shall be governed as set out in this Agreement.

1.10 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 us by a third party, identified in an Order as Third-Party Software for use as part of the Digital Service under separate terms and conditions, or (ii) by you from third parties.

ARTICLE 2: USE RIGHTS AND OBLIGATIONS

2.1 The Seller grants the Purchaser a non-exclusive, non-transferable, revocable, without the right to sublicense, right to access and use the Digital Services, and to allow Authorized Users to do the same, for internal business operations and managing its own Purchasers' products.

2.2 Purchaser agrees to:

- use the software according to the Agreement and all applicable laws and regulations;
- not make the software available to unauthorized users;
- not sell, resell, license, sublicense, rent, lease, transfer, assign, distribute, display, broadcast, disclose, or otherwise commercially exploit (any part of) the Digital Services;
- not copy, modify, tamper with, repair, publish, reverse engineer or make derivative works based upon any aspect of the Digital Services;
- not conduct security audits without prior written authorization including but not limited to penetration testing or network probing.
- not store or transmit malicious code or other files that may affect the operation of (any part of) the Digital Services;
- not remove, obscure, alter, or move the Seller's and licensors' proprietary notices;
- not abuse or fraudulently or unlawfully use (any part of) the Digital Services;
- not knowingly store, publish, disseminate, distribute or transmit via Digital Services any material which is unlawful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- not use all or any part of Digital Services and Documentation in order to build a product or service which competes with Digital Services;
- keep Logon Details confidential and Logon Details that are allocated to a specified Authorized User are only used by such User ensure that all information and Purchaser Data submitted and used in relation to the Account is and remains accurate, current, and complete; or
- notify the Seller of any security incidents.

2.3 If the Purchaser is not the owner of the Equipment, they must have written consent from the Equipment owner to use the software and written agreement that the Purchase can grant Seller license to, or ownership of, Seller Generated Data. Purchaser must inform the Seller within 24 hours if this consent is withdrawn. Purchaser shall provide the owner of the Equipment, the contact information of the Seller for cases in which access needs to be terminated. Purchaser shall, without any limitations, indemnify and hold harmless the Seller for all liabilities, damages, cost or expenses incurred because of breach of aforementioned obligations.

2.4 Purchaser shall be liable to the Seller for all acts and omissions of any person accessing Digital Services using Purchaser's or its Authorized Users' access credentials, regardless of whether that person is an Authorized User.

2.5 Purchaser agrees that the Seller shall be entitled to monitor Purchaser's and Authorized User's usage of (any part of) of the Digital Services and compliance with the Agreement.

2.6 Purchaser agrees that the Seller may, without any liability in this regard, suspend the Account and/or access to (a part of) the Digital Services or remove Purchaser Data in whole or in part if the Seller determines that: (i) Purchaser and/or Authorized User has breached any of its obligations (including late payment of Fee) under the Agreement; or (ii) suspension is necessary to prevent harm or liability to other clients or third parties, or (iii) to preserve the security, stability, availability or integrity of (a part of) the Digital Services.

ARTICLE 3: CHANGES

3.1 The Seller may change the software without materially affecting its nature, quality, or security. If changes materially affect the software, the Purchaser can terminate the affected software within 30 days and if it has paid a fee, receive a pro-rata refund.

ARTICLE 41: USE OF THIRD-PARTY SOFTWARE OR CONTENT

4.1 Purchaser agrees that using any Third-Party Software or content with the Digital Services is at their own risk unless explicitly agreed otherwise. Seller does not control or take responsibility for Third Party Software or Purchaser Data and makes no warranties regarding them. Purchaser must assess and monitor the appropriateness of such software or content and obtain and maintain all necessary licenses, permissions, filings and consents (which shall include consent of individuals where Purchaser provides personal data to Seller) which may be required regarding Purchaser Data or Third-Party Software. Purchaser waives any claims against the Seller related to Third Party Software or content and agrees that the Seller excludes all liabilities to the maximum extent permitted by law.

4.2 Unless otherwise agreed by the Seller, Purchaser is responsible for procuring and maintaining any Third-Party Software, hardware, and internet connectivity needed to access and use the Digital Services.

ARTICLE 5: SECURITY AND COMPLIANCE

5.1 Seller will maintain reasonable security measures to protect Purchaser Data from unauthorized disclosure and modification.

5.2 Purchaser must provide sufficient details in response to the Seller's information and cyber security due diligence. Seller reserves the right to decline the provision of Digital Services if Purchaser fails to participate in such due diligence or if the Seller deems that the Purchaser does not have sufficient information and cyber security controls.

5.3 Purchaser is responsible for securing their connection to the software and must inform the Seller of any security incidents.

5.4 If the Purchaser or Authorized User fails to fulfil its security or notification obligations, resulting in a security incident, the Purchaser accepts full and unlimited liability for any claims, damages and losses suffered by the Seller.

5.5 The parties undertake to carry out any processing of any personal data exclusively in accordance with the applicable data protection regulations. The Parties also agree to cooperate with and sign any mutually agreed upon necessary data privacy amendment in a reasonable and timely manner.

ARTICLE 6: DATA OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 Purchaser retains ownership of all Purchaser Data. Purchaser grants the Seller a non-exclusive, non-transferable right to use, copy, store, and transmit Purchaser Data as necessary to provide, maintain, and improve the Digital Services, address security issues, develop new services, for statistical purposes, governmental reporting, and as agreed in writing. Seller's employees and subcontractors may access Purchaser Data for these purposes. Purchaser will indemnify the Seller against third-party claims related to the use of Purchaser Data or any infringement resulting from it.

6.2 Seller may collect technical data on Purchaser's and Authorized Users' use of the Digital Services for its own purposes.

6.3 All intellectual property rights to the Digital Services, Documentation, and the Seller Generated Data remain with the Seller or third-party right-holders.

6.4 Purchaser may provide feedback on the Digital Services, which the Seller and its affiliates can use without restrictions or compensation to Purchaser.

ARTICLE 7: WARRANTY

7.1 Seller warrants that (i) it provides the Digital Services using commercially reasonable care and skill and in material conformity with the description set out in the order or agreement; and (ii) it will apply commercially reasonable measures to maintain availability of the Digital Services; however, subject to unavailability or temporary disruption of the Digital Services 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 Seller's control.

7.2 If Purchaser alleges that a Digital Service is not performed consistent with this services warranty, Purchaser must notify Seller in writing with reasonable details without undue delay, but in no event later than 14 days thereafter. If Seller applying commercially reasonable efforts is able 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 Services, restore the Digital Services which were not performed as warranted.

7.3. The warranties set out in this Section shall not apply: (i) if the Digital Services are not used in the contemplated environment, or in accordance with its specification or the agreement; (ii) if the Digital Services have been installed, implemented, customized, modified, enhanced or altered by Purchaser or any third party; (iii) to any error or defect caused by Purchaser, any third party, or any Third Party Software, or force majeure. Product descriptions shall not be deemed warranties unless separately agreed in writing.

7.4 To the extent permitted by law, except as otherwise provided herein, Seller: (i) provides the Digital Services to Purchaser without warranty and without maintenance or any support services and solely for the purpose contemplated in the contract, (ii) 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 Services including, without limitation, any warranty that the Digital Services or software 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, the warranties and remedies set out in Sections 7.1 and 7.2 are the sole and exclusive warranties and remedy.

ARTICLE 8: TERM

8.1 Seller may terminate for convenience with 30 days' notice.

8.2 Upon termination or the Term expiring, Purchaser must stop using the software, and the Seller may delete Purchaser data after 30 days. All fees for the remaining Term become due immediately if the Agreement is terminated for cause.

DATA USE LICENSE ANNEX

The terms of this Annex are based on the EU Model Contractual Terms and govern the data access and use between data holders and users of connected products and related services. The terms of the General Terms & Conditions also apply, except if inconsistent with this Annex.

ARTICLE 1: CONNECTED PRODUCTS, RELATED SERVICES AND DATA

1.1 This Annex applies with regard to the connected product(s) (hereafter the "Product(s)") and related service(s) (the "Related Service(s)"): as described in the Specifications, corresponding to those Products or Services purchased by the Purchaser.

1.2 The data covered by this Annex (the "Data") consists of any readily available Product Data or Related Service(s) Data within the meaning of the EU Data Act (EU Regulation 2023/2854), as listed in the corresponding Connected Product and/or Related Service Information Notice(s), with a description of the type or nature, estimated volume, collection frequency, storage location, and duration of retention of the Data.

ARTICLE 2: DATA USE BY THE DATA HOLDER

2.1 The Purchaser (hereafter the "User") grants the Seller (hereafter the "Data Holder") an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, transferable, and sublicensable right (through multiple tiers of sublicensees) to use, copy, modify, enhance and maintain the Data for commercial and non-commercial purposes, subject to this Article 2.

2.2 The Data Holder undertakes to use the Data that are non-personal Data only for the purposes agreed with the Purchaser as follows:

- a) performing this Agreement and any related agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit, environmental and sustainability management, insurance and risk management);
- b) monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control (e.g. remote maintenance, benchmarking, performance comparison, capacity planning, supply chain management and material requirements planning, product planning and control, and statistics);
- c) improving the functioning of any product or related service offered by the Data Holder (e.g. automation, process optimisation, efficiency increase, and energy saving);
- d) providing support, warranty, guarantee or similar services or to assess User's, Data Holder's or third party's claims related to the Product or Related Service;
- e) developing new products or services, including (inter alia based on machine learning) artificial intelligence (AI) solutions, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures), or by any other third party;
- f) sharing the Data with any third parties (against compensation or as a donation without compensation);

- g) aggregating the Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the Product to be identified or allow a third party to derive those data from the dataset; and
- h) conducting own research or commissioning external research, including in collaboration with research institutions and independent researchers.

2.3 The Data Holder undertakes not to use the Data:

- a) to derive insights about the User's economic situation, assets and production methods of the User, or in any other manner that could undermine the commercial position of the User on the markets in which the User is active.

None of the data uses agreed to under Article 2.1 may be interpreted as including such data use, and the Data Holder undertakes to ensure, by appropriate organisational and technical means, that no third party, within or outside the Data Holder's organisation, engages in such data use.

2.4 The Data Holder undertakes all reasonable efforts to apply such protective measures for the Data as are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the User as a result of data loss or disclosure of data to unauthorised third parties and the costs associated with the protective measures.

2.5 The Data Holder may also share Data which is non-personal data with third parties if:

- a) the Data is used by the third party as permitted and limited for the Data Holder under the previous Article 2.1; and
- b) the Data Holder contractually binds the third party
 - i. not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with previous Article 2.5(a);
 - ii. not to derive insights about the User's economic situation, assets and production methods of the User, or in any other manner that could undermine the commercial position of the User on the markets in which the User is active;
 - iii. not to use Data in a manner that is otherwise significantly detrimental to the legitimate interests of the User, in particular when such data contain commercially sensitive data or are protected by trade secrets or by intellectual property rights;
 - iv. to apply the protective measures required under Article 2.3; and
 - v. not to share these Data further unless the User grants general or specific agreement for such further transfer, or unless such data sharing is required, in the interest of the User, to fulfil this Agreement or any contract between the third party and the User.

If the User agrees to the further transfer, the Data Holder shall oblige the third party with whom they share Data to include the Articles corresponding to points (i) to (v) in their contracts with recipients.

2.6 The Data Holder may use services of data processing services providers to achieve the agreed purposes under Article 2.1 and the third parties may also use such providers themselves to achieve the agreed purposes under Article 2.4(a).

2.7 The Data Holder may use, share with third parties or otherwise process any Data that is personal data, under a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications). The User is obliged to inform the Data Holder immediately about any changes to personal Data that could affect this Annex or this Agreement.

ARTICLE 3: DATA ACCESS BY THE USER & USER'S RIGHTS

3.1 The User may access Data directly from the Product or Related Service(s) as far as this is foreseen by the design of the Product or Related Service(s), in accordance with the information provided in the relevant Information Notice Appendices shared with the User by the Data Holder. This right of the User remains unaffected by this Annex.

3.2 Where the Data cannot be accessed directly from the Product or Related Service, the Data, together with the relevant metadata necessary to interpret and use those Data shall be made accessible to the User by the Data Holder without undue delay, at the request of the User or a party acting on its behalf sent to the [ABB Global Contact Center](#)

3.3 The Data Holder, User or Data Recipient (as per Article 4.1) may use the services of a third party (including a third party providing Data Intermediation Services as defined by Article 2 of Regulation (EU) 2022/868) to allow the exercise of the User's rights under Article 3.2 of this Annex. Such third party will not be considered a Data Recipient under the EU Data Act, unless they process the Data for their own business purposes. The Party requiring the use of such a third party must notify the other Party in writing in advance.

3.4 The Data Holder shall make the Data available to the User with the same quality as they become available to the Data Holder ("as is"). With regard to the making available of the Data to the User, the Parties shall consider these requirements as fulfilled by the specifications set out in the relevant Information Notice Appendices, which shall form an integral part of this Annex. The Data Holder does not warrant that the Data is compatible and interoperable with the IT system and the software system used by the User and that the User can use them without technical restrictions. The Data Holder does not guarantee that the User will be able to achieve the intended economic, business and/or technical objectives by using the Data for authorised purposes pursuant to Article 3.9 of this Annex. The provisions under this Article 3.4 shall remain unaffected. The Data Holder stores and deletes the Data in accordance with the applicable retention periods as per the relevant Information Notice Appendices.

3.5 If the User identifies a breach of Articles 3.2 and 3.4 on the Data quality and access arrangements, and if the Data received cannot be used by the User, the User must give the Data Holder a detailed description of the alleged breach.

3.6 If any of the specifications concerning Data quality, access arrangements or support are insufficient to meet the requirements referred to in Article 3, the Parties undertake to enter into negotiations and adapt the specifications so that they meet the requirements. The same applies where circumstances change, so as to make the specifications impossible or unreasonable to achieve.

3.7 When the User is not the data subject,

- a) the Data Holder may not make the Data which are personal data available to the User or to a Data Recipient, following a request from the User, unless there is a valid legal basis for this purpose under Article 6 of Regulation (EU) 2016/679 and unless, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive (EU) 2002/58 are met;
- b) the User may only use Data which are personal data, share them with third parties or otherwise process them to the extent permitted under Regulation (EU) 2016/679 (especially regarding a valid legal basis) and, where relevant, Directive 2002/58/EC.

In that respect, the User must indicate to the Data Holder, in each request presented under Article 3.2, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive (EU) 2002/58) upon which the making available of Product Data and/or Related Service Data is requested.

If the User's failure to comply with the above paragraph leads to the Data Holder fulfilling a request from the User in the absence of a valid legal basis, the User will indemnify the Data Holder and hold them harmless in respect of any claims by any data subject towards the Data Holder as a result of fulfilling the request and of any use of the Data thereafter.

3.8 The Data Holder may, in good faith, unilaterally change details regarding the specifications for the Data, access arrangements or support, if this is objectively justified – for example by a technical modification of the Product or Related Service or a change in the Data Holder's infrastructure.

The Data Holder must in this case give notice of the change to the User without undue delay after deciding on, or learning about, the change. Where the change may affect Data access and use by the User more than just to a small extent, the Data Holder must give notice to the User at least four weeks before the change takes effect.

A shorter notice period may suffice where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has just been detected.

The User is free to terminate the application of this Annex at no cost if the Data Holder unilaterally changes its essential terms in accordance with the above provisions.

3.9 The User may use and/or disclose the Data freely subject to the limitations below. The User undertakes not to engage in the following:

- a) use the Data they receive to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;
- b) use such Data to derive insights about the economic situation, assets and production methods of the Seller or, where applicable, the Data Holder;
- c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure Data which is designed to protect the Data;
- d) share the Data with a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925;
- e) use the Data they receive for any purposes that infringe EU law or applicable national law;
- f) use coercive means to limit, remove or otherwise impair the Data generation and transmission capacities of the Product or Related Service resulting in fewer or no Data being supplied to the Data Holder (for clarification: customary uses are permitted even if they result in e.g. fewer Data being supplied);
- g) attempt to circumvent the applied protective measures for Identified Trade Secrets under Article 5;

- h) The User must ensure that the third parties with which the User shares Data with, comply with these requirements as well.

The Data Holder may apply appropriate technical protection measures to prevent unauthorised access to Data and to ensure compliance with this Annex. The User agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance.

ARTICLE 4: DATA SHARING TO THIRD PARTIES UPON THE USER'S REQUEST

4.1 The Data, together with the relevant metadata necessary to interpret and use those Data, shall be made available to a data recipient as defined in Article 2(14) of the EU Data Act ("Data Recipient") by the Data Holder, upon request presented by the User or a party acting on its behalf sent to [ABB Global Contact Center](#).

4.2 Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with the EU Data Act. The User acknowledges that a request under this Article 4 cannot benefit a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and does not apply in the context of the testing of new connected products, substances or processes that are not yet placed on the market.

ARTICLE 5: PROTECTION OF TRADE SECRETS

5.1 Applicability of trade secret arrangements

- a) Where the User submits a request for data access, the Parties must agree on protective measures, when the Data or metadata to be shared contain trade secrets within the meaning of the Trade Secrets Directive (2016/943), held by the Data Holder or another trade secret holder within the meaning of the same Directive.
- b) These protective measures, as well as the related rights agreed in Article 5.4, apply exclusively to Data or metadata included in the Data to be shared by the Data Holder with the User, and which were brought to the attention of the User before this Agreement was concluded (referred to below as "Identified Trade Secrets").

However, the Data Holder may add further Data or metadata to the Identified Trade Secrets even after the Agreement has come into effect if it becomes known that such Data or metadata also contains trade secrets as referred to in paragraph (a). The Data Holder shall notify the User with reasons and the Parties shall include such Identified Trade Secrets in the **Trade Secrets Appendix**.

- c) The Identified Trade Secrets and the identity of the trade secret holder(s) are set out in the Trade Secrets Appendix, which forms an integral part of this Agreement.
- d) The protective measures remain in effect after any termination of the Agreement, unless otherwise agreed by the Parties.
- e) These protective measures are without prejudice to further legal and regulatory requirements.

5.2 Protective measures taken by the User

- a) Before the Data is made accessible to the User, the User must apply the protective measures set out in this paragraph and the Trade Secrets Appendix (hereinafter: "Identified Trade Secrets User Measures").
- b) The Data Holder hereby declares that the Identified Trade Secrets User Measures (i) are designed to prevent the unlawful disclosure of those secrets and (ii) neither discriminate between Data Recipients, nor hinder access to or the use of the identified trade secrets for Data Recipient.
- c) When using the Product and Related Services, the User must ensure that they and their employees and agents comply with the protective measures.
- d) If the User makes the Data or metadata available to other parties in any manner, the User must ensure that the Identified Trade Secrets User Measures are applied by any such other party.

5.3 Protective measures taken by the Data Holder

The Data Holder undertakes not to use technical and organisational protection measures preserving the confidentiality of the shared and otherwise disclosed Identified Trade Secrets as a way to discriminate between Users or to hinder (i) the User's right to effectively obtain a copy, retrieve, use or access Data or provide Data to third parties subject to Article 4 or (ii) any right of a third party under EU law or national legislation implementing EU law as referred to in Article 8(1) of the Data Act.

5.4 Right to refuse, withhold or terminate

- a) When requested by the User, the Data Holder must share the Data, including Identified Trade Secrets, in accordance with this Agreement, and may not refuse, withhold or terminate the sharing of any Identified Trade Secrets, except as explicitly set forth in below at (b), (c) and (d).
- b) Where the protection measures do not materially suffice to adequately protect a particular Identified Trade Secret, the Data

Holder may, by giving notice to the User with a detailed description of the inadequacy of the measures:

- i) unilaterally increase the protection measures regarding the specific Identified Trade Secret in question, provided this increase is compatible with its obligations under this Agreement and does not affect the User, or
- ii) request that additional protection measures be agreed. If there is no agreement on the necessary additional measures after a reasonable period of time, the Data Holder may suspend the sharing of the specific Identified Trade Secret by giving notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with a copy sent to the User.

As soon as the agreed additional protection measures have been implemented, the Data Holder must release to the User all of the specific Identified Trade Secret withheld until that time.

The Data Holder must continue to share any Identified Trade Secrets other than these specific Identified Trade Secrets and is not entitled to terminate the Agreement.

- c) If, in exceptional circumstances, the Data Holder is highly likely to suffer serious economic damage from disclosure of a particular Identified Trade Secret to the User despite the protection measures, the Data Holder may stop sharing the specific Identified Trade Secret in question.

They may do this only if they give a duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with a copy sent to the User.

This notice must include objective information, in particular (where applicable):

- the enforceability of trade secrets protection in non-EU countries;
- the nature and level of confidentiality of the Identified Trade Secret in question;
- the uniqueness and novelty of the relevant Product.

However, the Data Holder must continue to share any Identified Trade Secrets other than those specific Identified Trade Secrets.

- d) If the User fails to implement and maintain their Identified Trade Secrets User Measures as set out in the Trade Secrets Appendix, the Data Holder is entitled to withhold or suspend the sharing of the specific Identified Trade Secrets, until the User has resolved the incident or other issue as described in the following two paragraphs.

The Data Holder must, without undue delay, give duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with a copy sent to the User.

On receiving this notice, the User must address the incident/issue without undue delay (i.e., they must (i) assign the appropriate priority level to the incident/issue based on its potential detrimental impact and (ii) resolve the incident/issue in consultation with the Data Holder).

5.5 Third party Identified Trade Secrets Holders

- a) Article 5.1 to 5.4 shall also apply on a *mutatis mutandis* basis if one or more of the Identified Trade Secrets holders are third parties.
- b) Subject to the rights under Article 5, the Data Holder hereby declares to the User that it has all relevant authorisations and other rights from (each) such third party Identified Trade Secrets holder to enter into this Agreement regarding the applicable Identified Trade Secrets and all of the related rights and obligation under this Agreement.

ARTICLE 6: TERM AND TERMINATION

6.1 This Annex takes effect from the effective date of this Agreement according to its Article 1, including but not limited to the date of the applicable Order(s) made by the Purchaser.

6.2 This Annex is concluded for an unspecified time, unless it is otherwise terminated or expires in accordance with Article 6.3.

6.3 Irrespective of the Term of this Agreement (or the Order(s) thereunder) referred to under Article 6.1, this Annex shall expire:

- a) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or
- b) upon the User losing ownership of the Product or the User's rights with regard to the Related Service coming to an end; or
- c) when both Parties so agree, with or without replacing this Annex by a new Data Use License.

6.4 The termination or expiry of this Annex will have the following effects:

- a) the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry;
- b) the Data Holder remains entitled to use, delete and share the Data generated or recorded before the date of termination or expiry as specified in Article 2.

TRADE SECRETS APPENDIX

1. Identified Trade Secrets

ABB E-MOBILITY asserts that all readily available Connected Product Data which is **capable of describing the performance of its Equipment**, and has not previously been publicly disclosed, are trade secrets as defined in Article 2, point (1), of Directive (EU) 2016/943.

2. Identified Trade Secrets User Measures

- (i) When being granted indirect access to readily available Connected Product Data under Article 3 of the Data Use License Annex, the User agrees to be bound by the following confidentiality provisions in relation to the trade secrets as a proportionate technical and organizational measure as defined in Article 4(6) of the EU Data Act:

Confidentiality

1. The following information will be considered confidential information:

- a) information referring to the trade secrets, financial situation or any other aspect of the operations of the other Party/ies, unless the other Party/ies has made this information public;
- b) information referring to the requesting User and any other protected third party, unless the protected third party has made this information public;
- c) the terms and conditions of this Agreement;
- d) information referring to the performance of this Agreement and any disputes or other irregularities arising in the course of its performance.

2. All Parties agree to take all reasonable measures to store securely and keep in full confidence the information referred to in Article 1 above and not to disclose or make available such information to any third party unless one of the Parties:

- a) is under a legal obligation to disclose or make available the relevant information; or
- b) has to disclose or make available the relevant information in order to fulfil its obligations under this Agreement and the other Party/ies or the party providing the confidential information or affected by its disclosure can reasonably be considered to have accepted this; or
- c) has obtained the prior written consent of the other Party/ies or the party providing the confidential information or affected by its disclosure.

3. These confidentiality obligations do not remove any more stringent obligations under (i) the Regulation (EU) 2016/679 (GDPR), (ii) the provisions implementing Directive 2002/58/EC or Directive (EU) 2016/943, or (iii) any other Union or Member State law.

- (ii) When faced with a request for data sharing to third parties upon a User request under Article 5 of the Data User License Annex, the User acknowledges that ABB E-MOBILITY has to right under Article 5(9) and 5(11) of the EU Data Act to refuse sharing on a case-by-case basis where it is able to demonstrate that it is highly likely to suffer serious economic damage, and when sharing to readily available Connected Product Data, the third party shall likewise be bound by the above confidentiality provisions in relation to their access to the trade secrets, as necessary technical and organisation measures.