
Special Terms and Conditions to ABB Ability Marketplace™ General Terms and Conditions (“Marketplace GTC”)

for

ABB Ability™ Smart Sensor Pilot Services

1. Definitions and interpretations

All capitalized terms used in these Special Terms and Conditions (“STC”) shall have the meaning described in the ABB Ability™ General Terms and Conditions (“GTC”), except where the context of these STC require otherwise.

The ABB Ability™ General Terms and Conditions (“GTC”) can be found here:

<https://ability.abb.com/terms>.

1.1. Definitions

“ABB Ability™” is a trademark of ABB Asea Brown Boveri Ltd which is associated with ABB and its Affiliates unified, cross-industry, digital capability and solutions;

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

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

“ABB Portal” means an online portal, accessible for the Customer, at the following web address: <https://smartsensor.abb.com/Login>; or such other web address as may be notified to the Customer by ABB from time to time);

“Smart Sensor” means the ABB Ability™ Smart Sensor purchased by or provided to the Customer by ABB, its Affiliates or a third party pursuant to one or more separate arrangements, which generates or gathers data through embedded sensors or otherwise, where such data is accessed, stored or processed by the Services hereunder. For the avoidance of doubt: The Smart Sensor hardware is not included in the Services described in this STC;

“Software” means ABB Software and Third Party Software;

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

2. Scope

These Special Terms and Conditions (STC) relate to the ABB Ability™ Smart Sensor Pilot Services.

3. Service description

- 3.1. The ABB Ability™ Smart Sensor Pilot Services allow Customers to test the Smart Sensor Services in a sandbox environment. This sandbox environment contains test data. The data can be viewed remotely on the ABB Portal through an internet connection and a compatible web browser by Customers that have valid authentication credentials and access to the ABB Ability™ Smart Sensor Pilot Service as acquired through the ABB Ability Marketplace™.

Up-to-date documentation on the features and functionality can be found at the following web address: <https://new.abb.com/motorsgenerators/service/advanced-services/smart-sensor/> as amended from time to time, newer versions shall prevail over older version.

- 3.2. Access to the ABB Portal can be activated at: <https://smartsensor.abb.com/Login>.
- 3.3. ABB may provide reports or access to data and reports as part of the Services. Reports are based on ABB Content as captured through an ABB Ability™ Smart Sensor that has been installed at an ABB test site. Such data is subject to measurement tolerance and may not fully accurately reflect the status of the machine to which the Smart Sensor is attached. Accordingly, the reports may not fully accurately describe the status of the machine(s) and the actual operational performance may differ from reports and the outcome of data analysis. The reports shall be used as a means of guidance and any decision based on the information provided in a report is taken at Customer's own risk.

4. Services and access to the ABB Portal

Subject to the terms of the Contract we grant you a non-exclusive, non-transferable, limited and revocable right to use the Services and the deliverables provided as part of the Services, if any, and access the ABB Portal for your internal use for the purpose of reviewing, evaluating and testing the Pilot Services. Use of the Pilot Services is at your sole risk. Where expressly set out in an Order, you may permit third parties under contract with you to use the Services and access the ABB Portal for (i) supporting your internal business purposes; or (ii) purposes of such third parties receiving a service from you. You are responsible for any activities of such third parties.

5. Licensing terms

- 5.1. The Customer shall have no right to access, copy, alter, make publicly available or in any other way exploit or use the ABB Software, including the source code of the ABB Software. The Customer shall have no right to remove or attempt to remove any Software that is embedded in the Smart Sensor or to use such Software in any way separate from or unrelated to the Smart Sensor or the Services. The Customer agrees that it shall not, except to the extent that such actions are explicitly permitted by mandatory applicable Laws, attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce or otherwise alter the same into or with any other software.
- 5.2. ABB may remotely install updates or upgrades to the Software with or without notice to Customer. ABB may further recommend to Customer to install updates or upgrades to the Software as well as to Customer provided infrastructure or software. Updates or upgrades shall be governed by the terms and conditions of this Agreement unless such updates or upgrades are accompanied by a separate license provided by ABB in which case the terms and conditions of such separate license will govern. Notwithstanding the foregoing, except to the extent specifically

set out otherwise in the Contract, ABB is not obliged to provide any updates or upgrades to the Software.

6. ABB Portal licensing terms

The Customer's use of the Services or Software will require the Customer to establish an account on the ABB Portal. Failing to do so will not relieve the Customer of its obligation in accordance with the Contract but will mean that the Customer is unable to receive the Services or Software.

7. Customer responsibilities

- 7.1. The Customer shall: (i) cooperate with ABB in all matters relating to the Services and/ or the Software; (ii) provide ABB with such information and materials as ABB may reasonably require in order to provide the Services and/or the Software, and ensure that such information is accurate, timely and complete in all material respects; and (iii) maintain the Smart Sensors in good condition and working order so as to ensure the proper gathering of data from such Smart Sensors.