ABB Ability™ End User License Agreement for ABB Ability™ Smart Sensor, ABB Ability™ Condition Monitoring for drives, and ABB Ability™ Mobile Connect for drives

Please read the terms and conditions of this End User License Agreement carefully before accessing or using the Services, Software, ABB Ability™ Platform and/or ABB Portal:

This End User License Agreement ("Agreement") is an agreement between You and ABB Oy registered at Strömbergintie 1 B, 00380 Helsinki, Finland, Business id 0763403-0 ("ABB") and not with any other party including any party from whom You download the Software. The terms and conditions contained in this Agreement apply to Your use of and access to the Services, the Software, the ABB Ability™ Platform and/or the Portal unless such use and access is subject to a separate agreement agreed between ABB and You in which case the separate agreement will prevail.

By (i) downloading, installing, accessing, activating, or otherwise using the Software, and/or by accessing, activating, or otherwise using the Services, the ABB Ability™ Platform and/or the Portal; or (ii) accepting this Agreement, e.g. by clicking on an "accept" button, You agree to the terms and conditions of this Agreement. If You are performing any of the foregoing on behalf of a company or other entity, "You" means that entity, and you are binding that entity to this Agreement. You represent and warrant that you have the legal power and authority to enter into this Agreement and that, if the licensee is an entity, this Agreement is entered into by an employee or agent with all necessary authority to bind that entity to this Agreement.

If You do not agree to these terms, do not (i) download, install, access, activate or otherwise use the Software and/or access, activate, or otherwise use the Services, the ABB Ability™ Platform and/or the Portal; or (ii) accept this Agreement; and promptly return the media, documentation, and Proof of Entitlement to the party from which it was obtained. If the Software was downloaded or otherwise installed, destroy all copies of the Software.

1. Provision of Services

1.1. Subject to the terms and conditions of this Agreement, the Special Terms and Conditions, the Proof of Entitlement and the Service Description and in particular subject to Your activation of the Services, ABB grants You a non-exclusive, non-transferable, limited and revocable right to use the Services and the Reports, if any, provided as part of the Services for the period and as set out in the Proof of Entitlement for Your internal business purposes as an end-user.

1.2. Reports are based on the Customer Content collected by the Device and provided to ABB. Such data is subject to measurement tolerance and may not fully accurately reflect the status of the machine from which the Device collects such data. 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 Your own risk. To the extent agreed in a separate agreement or otherwise authorized by You, ABB may provide Reports and/or Customer Content to third parties, for example when such third party provides the Services as part of its own services to You.

1.3. Your use of the Services and access to Reports and data may require You to download an app from app stores, such as Apple's App Store or Google Play. Both the app and the app stores have their own terms of use. These terms must be accepted by You when downloading and opening the app for the first time.

1.4. You may be able or are required to access third party websites, app stores and/or material and/or download Software from such third party websites or app stores. ABB does not operate or control any third party websites or any other information, services, opinions or other content provided by third parties, including on the internet (collectively, "**External Content").** Use of External Content is subject to Your acceptance of the applicable third party terms of use and You acknowledge and agree that any contractual relationship related to External Content is solely between You and the provider of such External Content. ABB MAKES NO WARRANTIES OR REPRESENTATIONS AND HAS NO RESPONSIBILITY OR LIABILITY FOR SUCH EXTERNAL CONTENT AND YOU AGREE THAT YOU SHALL MAKE NO CLAIM WHATSOEVER IN CONNECTION WITH THIS AGREEMENT AGAINST ABB RELATING TO EXTERNAL CONTENT.

2. Software

2.1. Subject to the terms and conditions of this Agreement, the Special Terms and Conditions, the Proof of Entitlement and the Service Description, except if provided otherwise, where You are authorized to use Software as part of the Services or embedded in the Device, ABB hereby grants You a non-exclusive, non-transferable, limited and revocable license to use the Software for the Service period and as set out in the Proof of Entitlement for Your internal business purposes of receiving the Services as and end-user.

2.2. Notwithstanding any use restrictions set out in Section 5.6, in addition, You have no right to remove or attempt to remove any Software that is embedded in the Device or to use such Software in any way separate from or unrelated to the Device or the Services.

2.3. You shall not attempt to make any part of the Software available to any third party or otherwise allow access to the same to any third party if not strictly necessary for the deployment of the Software on Your behalf as an end-user and in any case under Your direct liability and responsibility.

2.4. ABB may remotely install updates or upgrades to the Software, including for the avoidance of doubt any Software that is embedded in the Device but excluding Software controlling frequency converters and similar operational equipment, with or without notice to You. ABB may further provide You updates or upgrades to the Software as well as to Your provided infrastructure or software. You will promptly install any such updates or upgrades. 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 this Agreement or the Special Terms and Conditions, ABB is not obliged to provide any updates or upgrades.

2.5. You are solely responsible and liable for Your or Third Party Software that You connect to or otherwise use with the Software and/or the Services and You must comply with any third party terms and conditions, including any third party end-user license agreement relating to such Third Party Software.

3. ABB Portal

3.1. Your use of the Services or Software will require You to establish an account on the Portal. Subject to the terms and conditions of this Agreement, the Special Terms and Conditions, the Proof of Entitlement and the Service Description, ABB grants You a non-exclusive, non-transferable, limited and revocable right to access the Portal for the period set out in the Proof of Entitlement for Your internal business purposes as an end-user. Failing to establish an account will mean that You are unable to receive the Services or Software.

3.2. For purposes of administrating the account, You will be required to provide business contact information (for example name, business telephone, address, email and user IDs) and other information as may be requested. You are responsible for the accuracy, timeliness, completeness and relevance of this business contact information and for any and all activities under an account that is attributable to You.

3.3. You shall use the account and the Portal (i) in such a way so as not to impair or compromise the stability or security of the ABB Ability Platform, the Portal or the Services; (ii) in accordance with any reasonable instructions from ABB; and (iii) generally in compliance with this Agreement.

3.4. You shall keep accounts and credentials (e.g. username, passwords, certificates, keys) confidential. You will notify ABB immediately upon You discovering any attempted or actual unauthorized use of Your account or any other attempted or actual breach of security or unauthorized access and immediately follow ABB's instructions when ABB is asking You to change Your access credentials. ABB reserves the right to change Your access credentials if ABB is of the opinion that such change is necessary for security reasons.

4. Your responsibilities

4.1. You shall: (i) co-operate with ABB in all matters relating to the Services and/or the Software; (ii) comply with any restrictions on permitted user types; (iii) 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; (iv) obtain and maintain all necessary licenses, permissions, filings and consents (which shall include consent of individuals where You provide Personal Data to ABB) which may be required regarding the Customer Content and software and content, if any, provided by You; (v) when using External Content, comply with the respective terms and conditions of use and the license terms and conditions in connection with External Content; (vi) promptly install the necessary software and any updates or upgrades provided by ABB (in accordance with the respective specification and instructions) on Your computer systems and/or mobile devices (as applicable); (vii) comply with any additional obligations as set out in the Special Terms and Conditions, the Service Description; (viii) comply with ABB's reasonable instructions regarding the proper use of the Services and/or Software as may be given in individual cases from time to time; (ix) comply with the Acceptable Use Policy; (x) comply with applicable Laws, in particular when providing Customer Content; (xi) maintain the Device(s) in good condition and working order so as to ensure the proper gathering of data from such Device(s); and (xii) not disclose to any unauthorized person non-public information, specifications or data which are designated at the time of disclosure as confidential or are recognizable as being of a confidential nature.

4.2. The provision of the Services requires and is based on the collection and processing of certain Customer Content and may require the establishment of a remote connection between the ABB Ability Platform on one side and certain systems (including mobile devices) and the Device on the other side. You shall (i) establish and maintain such remote connection; (ii) permit ABB, its employees, agents, consultants and/or Partners to remotely access certain systems (including mobile devices) owned, controlled or operated by or on

Your behalf as well as the Device, as necessary for ABB to provide the Services; (iii) maintain adequate security protection on the remote connection as well as Your systems, devices and hardware that directly or indirectly connect to the Services, the Software, the Portal or the ABB Ability Platform; and (iv) install and maintain any hardware, software, or other equipment necessary to establish and maintain the remote connection.

4.3. If ABB's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by You, including breach of the Agreement, or failure by You to perform any relevant obligation, ABB shall without limiting its other rights or remedies have the right to suspend performance of the Services, Your connection to the ABB Ability Platform and/or Your access to the Portal until You remedy such default.

5. Proprietary rights, use of data and restrictions

5.1. ABB acquires no right, title or interest in Customer Content other than the rights You grant to ABB under this Agreement.

5.2. ABB, its Affiliates and its Partners have the right to collect, monitor, store, use, extract, compile, synthesize, aggregate, analyze or otherwise process Customer Content for (i) providing, maintaining, protecting and improving the Services and/or Software to You, Your Affiliates and/or (to the extent agreed in a separate agreement or otherwise authorized by You) third parties; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the Services, the Software, Device, Portal and/or the ABB Ability Platform; and (iii) improving and developing existing services, technologies and products and developing new services, technologies and products, where all such improvements and developments (including all resulting Intellectual Property Rights) being exclusively owned by ABB. In addition, ABB has the right to use for marketing and benchmarking purposes anonymized Customer Content.

5.3. During the term of the Agreement as set out in the Proof of Entitlement, You may provide feedback or suggestions related to the Services, the Software, the Portal or the Platform to us. ABB and its Affiliates are entitled to use such feedback and suggestions, even if they should be marked confidential (see Section 14.1), without restrictions and any compensation to You.

5.4. During the term of the Agreement as set out in the Proof of Entitlement, You may have the ability to access and export certain Customer Content stored on the ABB Ability Platform via the Portal in relation to the Services or Software as described in the Special Terms and Conditions and the Service Description.

5.5. As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the Services, the Software, the Device, the ABB Ability Platform, the Portal as well as Device Data (including all tools, software, hardware, materials, data, content, application program interfaces provided by ABB or its Affiliates as part of or in relation to the Services) or other ABB intellectual property (collectively and for the purposes of Sections 5.5 and 5.6 referred to as “ABB Content”) are and remain exclusively with ABB, its Affiliates or its licensors. You have no rights in and to the ABB Content other than those expressly granted pursuant to this Agreement.

When ABB is Data Holder for a legal entity or natural person in European Union or EEA considered a User under EU Data, the following shall apply to data regulated by the EU Data Act (EU Regulation 2023/2854):

The Section 5.5 shall not preclude the Customer’s rights under the EU Data Act and the Customer retains the it‘s rights as a User as provided by the EU Data Act. For Device Data

regulated by the EU Data Act, the following shall apply:

License Grant to ABB for Device Data. Customer grants ABB, and its affiliates, a non-exclusive, sublicensable (through multiple tiers of sublicensees), royalty free, worldwide, perpetual, irrevocable license to collect and use Device Data generated by the products or services delivered to the customer. ABB has the right to use, copy, modify and enhance the Data and use it in its own discretion for business operations, including for the performance of contractual obligations, compliance, quality control, research, transfer to third parties, development and improvement of products or services, including AI-based solutions. ABB stores such Device Data in its own discretion and shall not be required or held responsible to store the data or liable for the deletion, corruption or loss of Device Data.

EU Data Act. The Customer's right to access certain Device Data pursuant to the Data Act (EU Regulation 2023/2854) is defined in the Information Notice for ABB offering at: ABB Library. For data access requests, the Customer shall contact ABB in writing at: eu-data-act@abb.com. By purchasing the product(s), the Customer confirms the access, review and acceptance of the Information Notice(s) relevant to the purchase. The Customer waives its rights to Device Data where such Device Data is not listed in the Information Notice as per EU Data Act, or where ABB would incur costs or expenses, including labor costs, in storing, cleansing, structuring or delivering the data provided for in the Information Notice to the Customer. ABB makes no warranty on accuracy, quality, reliability, compatibility, usability, or fitness of the Device Data for the Customer's intended purposes. The Customer acknowledges and agrees that, to the extent the Customer already has direct access to the Device Data in accordance with the EU Data Act, the Customer shall not be entitled to request access to such Device Data from ABB. The Customer undertakes not to use the Device Data that it receives, or parts of it, to develop a product or service that competes with ABB, or use, or share it further for any purposes that are in violation of any agreements between ABB and the Customer, European Union law or applicable national law.

Upon termination or expiry of this Contract for any reason, Customer shall immediately cease sharing Device Data to ABB and ABB shall immediately cease retrieving any Device Data generated on or after the effective date of termination. All rights granted to ABB with respect to Device Data generated before that date shall survive termination and remain in force and effect.

Any dispute under this section shall be resolved in accordance with the dispute resolution mechanism agreed under the Contract. However, this right does not affect your right as a User under the EU Data Act to lodge a complaint with the national competent authority designated in accordance with Article 37 of the EU Data Act.

5.6. You will not in whole or in part (i) use the ABB Content for any third-party use including license, sublicense, sell, resell, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit or make it, or any portion thereof, available to any third party in any manner; (ii) modify, tamper with, repair or make derivative works based upon the ABB Content; (iii) copy, reproduce, publish, reverse engineer, attempt to derive the source code of, modify, disassemble, decompile or create derivative works of the ABB Content (except to the extent that applicable Laws prohibits reverse engineering restrictions, and then only as permitted by such Laws); (iv) copy any ideas, features, functions or graphics of the ABB Content; (v) access or use the ABB Content in a way to avoid incurring fees or exceeding usage limits or quotas or to circumvent or render inoperative any usage restriction features contained in ABB Content; and/or (vi) remove, obscure, alter, or move ABB's and its licensors' proprietary notices. Use of ABB Content other than specifically permitted in this Agreement,

is expressly prohibited.

6. Customer Warranty and Indemnification

6.1. You represent and warrant that the use by ABB of any Customer Content or other data provided by You or Your grant of any license or right under the Agreement, will not infringe the Intellectual Property Rights or other rights of any person.

6.2. You shall indemnify and hold ABB harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with any alleged or actual (i) infringement of any third party's Intellectual Property Rights by You; (ii) violation of any third party's rights arising out of or in relation to Customer Content or its use by ABB, its Affiliates and its subcontractors in accordance with this Agreement, (iii) breach of Laws by Your use of the Services and/or Software, or (iv) any other breach by You of this Agreement.

7. Disclaimer

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES AND SOFTWARE IS AT YOUR SOLE RISK. ABB PROVIDES YOU THE SERVICES AND SOFTWARE "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND DEFECTS, WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THIS AGREEMENT. ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ABB DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES AND SOFTWARE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES OR SOFTWARE WILL BE SECURE, UNINTERRUPTED AVAILABLE, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE REPORTS PROVIDED ARE ACCURATE, 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.

8. Limitation of liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABB SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH A CONTRACT, AND EVEN IF ABB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (I) LOSS OF PROFITS, SALES OR BUSINESS, AGREEMENTS OR CONTRACTS, ANTICIPATED SAVINGS, REVENUE, OR DAMAGE TO GOODWILL; (II) BUSINESS INTERRUPTION OR LOSS OR CORRUPTION OF DATA; (III) COSTS OF SUBSTITUTE GOODS OR SERVICES; (IV) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE DAMAGES OR EXEMPLARY LOSS; AND/OR (V) OTHER LOSS OR DAMAGES INCLUDING DIRECT DAMAGES.

9. Changes

9.1. **Changes to Services and/or Software**. ABB may make any reasonable changes to the Services and/or Software from time to time that do not materially adversely affect the nature, quality or security of the Services and/or the Software. ABB will use reasonable endeavors to notify You of any such changes if they are significant. ABB may further change the Services and/or Software, even if such change does materially adversely affect its nature, quality or security, or discontinue a Service and/or the provision of the Software (i) if necessary to comply with any applicable Laws or safety or security requirements; (ii) if there are material changes caused by a subcontractor or the termination of a material subcontractor relationship; or (iii) in case of lack of customer acceptance. ABB will notify You of any change with a material adverse effect or of any discontinuation of a Service and/or provision of a Software. In such case, You may terminate the affected Service within

30 (thirty) days following notification with 30 (thirty) days written notice and ABB will refund You any prepaid amounts for the respective Service on a pro-rata basis for the remainder of the Service term. Such refund is Your sole and exclusive remedy. By continuing to use a changed Service and/or Software beyond the 30 (thirty) days termination period, You agree to the respective change.

9.2. **Technical changes**. If ABB initiates a change in the hardware, software or communications requirements, formats or protocols for any Service that will affect Your systems or Your ability to continue receiving the Service, ABB will use reasonable endeavors to provide You at least 30 (thirty) days' notice of such change, and at least 3 (three) months' notice where a change is required to Your hardware.

9.3. **Prior versions.** It is in ABB's sole discretion whether to maintain providing prior versions of a Service and/or Software for a certain time period and ABB will use reasonable endeavors to notify You if it does maintain providing prior versions of the Service and/or Software.

10. Suspension

ABB may suspend the Services, Your connection to the ABB Ability Platform and/or access to the Portal in whole or in part if ABB determines that Your use of the Services, Your connection to the ABB Ability Platform and/or Your access to the Portal (i) poses a security risk to the Services, the ABB Ability Platform, the Portal and/or any third party; (ii) may adversely impact the performance of the Services, the Software, the ABB Ability Platform and/or the Portal; (iii) is in violation of the Laws or poses a risk that ABB is or will be in violation of the Laws; or (iv) may subject ABB or any third party to liability. In addition, ABB may suspend the Services, Your connection to the ABB Ability Platform and/or access to the Portal under the circumstances specified in the Acceptable Use Policy, in Section 4.3 and if You fail to pay any amount due under an order on the due date for payment.

11. Termination

11.1. This Agreement will enter into effect as described in the introduction above and will remain in effect for a period as set out in the Proof of Entitlement or as terminated earlier in accordance with Section 11.2 below.

11.2. Without limiting its other rights or remedies, ABB may terminate this Agreement (in whole or in part) with immediate effect by giving written notice to You if (i) You are in breach of this Agreement; (ii) You fail to pay any amount due under an order on the due date for payment; (iii) there is a change in the Laws in one or more countries applicable to the performance of the Service that would render the continued performance of the Services illegal, impractical or would otherwise have a material impact (including a cost impact) on the provision of the Services; or (iv) a suspension of the Services as per Section 10 exceeds a period of 14 (fourteen) days.

11.3. Upon termination or expiration of this Agreement for any reason: (i) You will immediately cease using the Services and, where a Software license terminates or expires, uninstall all Software from Your computer systems, and cease use of the Software and, if requested by ABB, provide ABB with evidence that You have done so; (ii) ABB may disconnect Your access to the Services, Software and/or the Portal as well as the connection to the ABB Ability Platform on or after the effective date of termination or expiration; and (iii) the accrued rights, remedies, obligations and liabilities of the parties as at termination or expiration shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiration.

11.4. You are responsible for exporting Customer Content prior to the effective date of termination or expiration in accordance with the methods and to the extent described by ABB in an order, the Special Terms and Conditions or the Service Description. After expiration of such period ABB may delete the Customer Content.

11.5. Where You require assistance to retrieve the Customer Content, ABB may agree to provide You with additional assistance which shall be charged to You on a time and materials basis at ABB's standard rates as in force at the time the assistance is to be provided or on such other rates as agreed between the parties.

11.6. The provisions on the limitations and restrictions of Customer's use rights (Sections 2.2, 5.6), the provisions on Customer's Intellectual Property Rights (Section 5.1) and the provisions on ABB's Intellectual Property Rights (in particular Sections 5.2, 5.3, 5.5), Customer warranty and indemnification (Section 6), Disclaimer (Section 7), Limitation of liability (Section 8) shall survive the termination of the Agreement.

12. Export control

You shall not export, directly or indirectly, any technical data acquired from ABB under the Agreement (or any products, including software, incorporating any such data) in breach of any applicable export control laws, including United States export laws, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. In particular, the Services and/or Software may not be exported (a) into any U.S (UNITED STATES). embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services and/or Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Services and/or Software for any purposes prohibited by any Laws, including, without limitation, the development, design, manufacture, or production of nuclear missiles, or chemical or biological weapons.

13. Governing Law and Jurisdiction

13.1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the substantive laws of Finland excluding both its conflict of law's provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

13.2. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Helsinki, Finland. The language of arbitration shall be English. Without prejudice to Rules of Arbitration or requirements under any relevant legislation including without limitation to stock exchange legislation or rules, the proceedings, documents and other information submitted by the parties or prepared by the court, or the arbitrator(s) and the final award shall be deemed confidential information disclosed under this Agreement.

14. General Provisions

14.1. **Force majeure**. ABB shall not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic

or pandemic; (iii) terrorist attack, civil war, cyber- attacks, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any Laws or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of buildings, fire or explosion; and (vi) any labor or trade dispute, strikes, industrial action or lockouts.

14.2. **Assignment and other dealings**. ABB may at any time assign, transfer, mortgage, charge or deal in any other manner with all or any of its rights under the Agreement. You shall not, without the prior written consent of ABB, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement.

14.3. **Business Contact Information**. Subject to them complying with the ABB Data Privacy Policy and data protection laws and regulations applicable to ABB, ABB and its Affiliates, and their subcontractors (including those who process data on their behalf), may, wherever they do business, store and otherwise process Your business contact information (for example name, business telephone, address, email and user IDs) for the purpose of business dealings with You.

14.4. **Data Protection**. ABB shall be processing Your Personal Data in accordance with the ABB Data Privacy Policy and shall ensure compliance with applicable data protection laws and regulations. ABB's personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. ABB may, and You agree that You will not withhold or delay Your consent if needed, to any changes to this data protection clause 14.4 which in the reasonable opinion of ABB are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and their application to the services provided by ABB from time to time.

14.5. **Subcontracting**. ABB shall be permitted to subcontract or delegate in any manner any or all of the performance of its obligations under the Agreement to any Affiliate, contractor or any other third party service provider without notification and without requiring Your consent.

14.6. ABB reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement. Such updates, revisions, supplements and other modifications will be effective immediately upon the earlier of (i) notification to You or (ii) publication on:

- new.abb.com/motors-generators/service/advanced-services/smart-sensor/,
- new.abb.com/drives/services/advanced-services/condition-monitoring,
- new.abb.com/drives/mobile-tools/mobile-connect,
- new.abb.com/drives/digital-powertrain-monitoring

14.7. Your continued use of Services and/or Software will be deemed to constitute Your acceptance of such updates, revisions, supplements and other modifications. If You do not agree to any such updates, revisions, supplements and other modifications, please discontinue using the Services and uninstall the Software.

14.8. **Severance**. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section shall not affect the validity and enforceability

of the rest of this Agreement.

14.9. The Software and any accompanying documentation has been developed at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication, and disclosure by DOD (Department of Defense) agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government users license the Software with only those rights set forth herein, including, without limitation, the following: Software may be transferred to the U.S. government only with the prior written consent of an officer of ABB and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

14.10. **Notices**. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be (i) delivered by hand or courier or by pre-paid registered first-class post or special delivery at its registered office (if a company) or its principal place of business (in any other case); or (ii) by use of electronic notification forms available in the used systems. ABB may in addition provide notices to You by email to the email address associated to Your account on the Portal or provide technical or operational notices via publication on the Portal or within the Services themselves.

14.11. Third party beneficiaries. No one other than a party to the Agreement shall be a beneficiary of the Agreement or shall have any right to enforce any of its terms, unless specified in the Agreement.

15. Definitions and interpretation

Definitions

"ABB" means ABB Oy registered at Strömbergintie 1 B, 00380 Helsinki, Finland, Business id 0763403-0. "**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 Ability Platform" means ABB's and its Affiliates industrial internet platform which includes both edge and cloud infrastructure upon or via which ABB Ability solutions (including all or part of the Services hereunder) operate;

"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;

"Portal" refers to different online portals accessible for You at the web address set out in the Service Description or such other web address as may be notified to You by ABB from time to time;

"ABB Data Privacy Policy" means ABB's data privacy policy, available at http://new.abb.com/privacy-policy, as may be updated by ABB from time to time;

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

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

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

"Device" means any and all ABB Device(s) and Third Party Device(s) provided or otherwise made available by ABB or other Parties under this Agreement as part of or in connection with the Services;

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

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

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

"**Partners"** means (a) subcontractors of ABB; or (b) ABB approved parties to whom You have explicitly provided access to the Services.

"Personal Data" means any data or information of an identified or identifiable natural

person;
“Proof of Entitlement” means the document that entitles You to use the Services and that includes the subscription type and subscription duration;
“Report” means documents, files or insights provided or made available to You as part of the Services;
"Service Description" means the documents describing and specifying the Services and/or the Software, as applicable, as set forth at:
new.abb.com/motors-generators/service/advanced-services/smart-sensor/,
new.abb.com/drives/services/advanced-services/condition-monitoring,
new.abb.com/drives/mobile-tools/mobile-connect,
and as amended from time to time; newer versions on the website shall prevail over older versions;
“Services” means the services to be supplied or to be made available by ABB to You as described in the Special Terms and Conditions, Service Description and the Proof of Entitlement;
“Software” means all computer programs (which may include mobile applications or cloud based software) provided (or given access to) by ABB under this Agreement as part of or in connection with the Services, including any modifications, updates, upgrades, new versions or releases and derivative works as well as any related documentation, but excluding Third Party Software**;**
“Special Terms and Conditions” means the documents describing and/or further governing the Services and/or Software and which may be further supplemented by a Service Description;
“Third Party Device” means a physical or virtual device provided or otherwise made available or branded by a third party which generates or gathers data through embedded sensors or otherwise, where such data is accessed, stored or processed by the Services;
"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 You for use as part of the Services under separate terms and conditions, or (ii) by You from third parties;
“You” and **“Your”** means the individual or legal entity (other than ABB) being a party to this Agreement.

Interpretation

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