
SPECIAL TERMS AND CONDITIONS TO ABB ABILITY™ MARKETPLACE GENERAL TERMS AND CONDITIONS (“MARKETPLACE GTC”) AND ABB ABILITY™ GENERAL TERMS AND CONDITIONS (“ABILITY GTC”) FOR I-SEM INSIGHTS

1. Definitions

All capitalized terms used in these STC shall have the meaning described in the GTC except where the context of these STC require otherwise.

‘Documentation’ means any user guides and manuals, whether in written or electronic form, provided by ABB regarding the ABB Digital Offering.

‘External Content’ includes information obtained by ABB from publicly available sources and made available by ABB to Customer.

‘Customer Reports’ means reports created by Customer containing External Content extracted from the ABB Services which has been summarized, aggregated, or otherwise altered by Customer.

2. Product/Service description

I-SEM Insights is a cloud-based decision support system which collects, maintains and presents via a graphical user interface a selection of published Irish Single Electricity Market information to Customers.

I-SEM Insights will report publicly available data in respect of the Republic of Ireland and Northern Ireland’s Integrated Single Electricity Market (I-SEM).

3. Section 4.2.3 is amended as follows:

Customer support will be provided during regular UK business hours from 9am to 5pm (excluding UK public holidays) in accordance with the terms and conditions specified in the ABB Global Customer Care Policy Guide available at the following URL:

<https://new.abb.com/enterprise-software/services/maintenance/support>.

4. Section 5.2 of GTC is amended by adding:

License for Subscription Services

Customer must not, or permit any third party to, directly or indirectly (a) modify or otherwise create any derivative works of or form the ABB Services; (b) use any External Content except solely with the ABB Services; (c) frame or mirror any part of any ABB Service, other than framing for Customer’s own internal business purposes; or (d) process or store any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State. Further Customer shall not access, use, reproduce, display, copy or use the ABB Services for the benefit of any person or entity other for Customer’s internal use, except for (a) periodic summary reports of research results used in connection with Customer’s customary business

practices; and (b) the creation and distribution of Customer Reports. Customer hereby warrants that it is not an ABB Competitor or accessing the ABB Services on behalf of, or at the direction of, an ABB Competitor. Customer may not, and will not permit its employees or agents to, sublicense, transfer, redistribute, resell or otherwise disclose Content to any other individual or legal entity, free of charge or for consideration, in whatever manner or form. Customer shall keep the Content in strictest confidence and use its best efforts to prevent the unauthorized publication, disclosure or copying of the Content. Any and all rights not expressly granted to Customer hereunder are reserved by ABB. Nothing set forth in this Agreement is intended to be, or is, a grant to Customer of any other intellectual property rights of ABB.

5. The following sentence shall be added at the end of Section 5.4 of the GTC:

Pilot Services are limited to use in a non-production environment and ABB shall have no obligation to: (i) provide maintenance or support; or (iii) notify Customer of any bug fixes, patches, updates, or upgrades.

6. Section 8 of the GTC's is replaced with the following:

WARRANTY DISCLAIMER.

ABB takes reasonable measures to incorporate accurate and reliable data in the ABB Services; however, ABB uses publicly available sources to collect the data and information incorporated into the ABB Services and cannot verify the accuracy, completeness or timeliness of any such data or information. Accordingly, except as specifically set forth in this Agreement, THE ABB SERVICES, AND ALL DATA AND RESULTS DERIVED THEREFROM, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS," AND ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ABB SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, THE CONTENT OF INFORMATION TRANSMITTED BY YOU THROUGH THE ABB SERVICES OR ANY LOSS, DELAY, INTERRUPTION, OR INACCURACY OF SUCH COMMUNICATIONS, LOSS OR INTERRUPTION OF DATA, RECORDINGS, COMPUTER TIME OR VOICE TRANSMISSIONS; ALTERATION OR ERRONEOUS TRANSMISSION OF DATA; ACCURACY OF DATA; INABILITY TO USE THE ABB SERVICES TO CONTACT EMERGENCY SERVICES; UNAUTHORIZED ACCESS TO OR USE OF VOICE OR DATA PROCESSED OR TRANSMITTED BY, TO OR THROUGH THE ABB SERVICE; OR PROGRAM ERRORS), AND ABB EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. ABB DOES NOT WARRANT THAT: (a) THE SERVICES WILL OPERATE UNINTERRUPTED; (b) ALL ERRORS CAN BE CORRECTED; (c) THE ABB SERVICES ARE DESIGNED TO MEET ANY OF CUSTOMER'S BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED IS ACCURATE OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE SERVICES FOR ITS REQUIREMENTS.

EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. CUSTOMER ACKNOWLEDGES AND AGREES THAT FOR ABB SERVICES COMPRISED OF DATA, INFORMATION, ANALYSES, OR MODELS, ABB OBTAINS ITS DATA FROM THIRD PARTY SOURCES, AND THE DATA MAY NOT BE COMPLETELY THOROUGH AND ACCURATE, AND CUSTOMER SHALL NOT RELY ON ABB FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED THROUGH SUCH SERVICES. CUSTOMER ACCEPTS ALL SUCH INFORMATION ON AN "AS IS" "AS AVAILABLE" BASIS.

7. The following shall be added to Section 12.1.2:

Any fixed or minimum term Contract for a subscription to an ABB Digital Offering is non-cancelable and non-refundable. ABB may revise prices at any time.