
SPECIAL TERMS AND CONDITIONS TO ABB ABILITY™ MARKETPLACE GENERAL TERMS AND CONDITIONS (“ABILITY MARKETPLACE GTC”) AND ABB ABILITY™ GENERAL TERMS AND CONDITIONS (“GTC ABILITY”)

for

ABB ABILITY™ SMART SENSOR ABB ABILITY™ CONDITION MONITORING FOR DRIVES ABB ABILITY™ MOBILE CONNECT FOR DRIVES MONITORING-AS-A-SERVICE FOR ABB ABILITY™ DIGITAL POWERTRAIN

1. Definitions and interpretations

All capitalized terms used in these Special Terms and Conditions (“STC”) which are not defined herein shall have the meaning described in the Ability Marketplace GTC and GTC Ability (each “GTC”) except where the context of these STC require otherwise.

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 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;

“Drivetune App” means the ABB Software application for connecting mobile devices to ABB drives via Bluetooth. The Drivetune App is available for iOS and Android mobile devices and can be downloaded free of charge from the Google Play store, App Store or the ABB Library. The Drivetune App contains features that enables the drive user to view drive details on their smartphone. One of the features within the Drivetune app is the ABB Ability™ Mobile Connect for drives software module that allows Customer to communicate with third party users using the Drivetune App;

“Service Description” means the documents describing and specifying the Services which are referenced in the Order and as set out in Section 3 below;

“Portal” refers to different online portals accessible for the Customer at the web address notified to Customer by ABB in the Service Description or such other web address as may be notified to Customer by ABB from time to time;

“Channel Partner” means a company that is not part of the ABB Group and which partners with ABB to market, add value and/or sell ABB’s products, services, technologies or provides product on-site services, not only to sell services but also to integrate and prepare products to end customers. Channel Partners are not end customers but constitute an indirect channel to market for ABB and include distributors, service providers, OEMs, panel builders, technical distributors, or system integrators. ABB Value Providers are also Channel Partners.

“**ABB Ability™ Smart Sensor**” or “**Smart Sensor**” is a key element of the ABB Ability™ Digital Powertrain. It turns rotating equipment, such as motors, into smart, wirelessly connected assets and helps to detect potential asset disturbances and plan maintenance before reliability, productivity and safety are impacted. The Smart Sensor picks up data on vibration, temperature and other parameters that can be used to gain meaningful information on the condition and performance of the rotating equipment.

2. Scope

2.1. These Special Terms and Conditions (STC) relate to the:

- ABB Ability™ Smart Sensor Services
- ABB Ability™ Condition Monitoring for drives
- ABB Ability™ Mobile Connect for drives
- Monitoring-as-a-Service for ABB Ability™ Digital Powertrain

3. Service description

3.1. The Service documentation on the features and functionality can be found at:

- ABB Ability™ Smart Sensor: <https://new.abb.com/motors-generators/service/advanced-services/smart-sensor/>
- ABB Ability™ Condition Monitoring for drives: <https://new.abb.com/drives/services/advanced-services/condition-monitoring>
- ABB Ability™ Mobile Connect: <https://new.abb.com/drives/mobile-tools/mobile-connect>
- Monitoring-as-a-Service for ABB Ability™ Digital Powertrain: <https://new.abb.com/drives/digital-powertrain-monitoring>

3.2. For the avoidance of doubt the Services in scope of these STC do not include the provision of any hardware by ABB.

4. Reports

4.1. ABB may provide reports, or access to data as part of the Services. Reports are based on Customer Content collected by the ABB Device and provided to ABB. Such data is subject to measurement tolerance and may not fully accurately reflect the status of the machine to which the ABB Device 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.

4.2. Customer must be aware that the generation of reports may require raw data collection and this may impact and reduce the lifetime of battery powered devices, such as the Smart Sensor.

5. Expert Services

5.1 ABB may provide expert Services (such as but not limited to, Monitoring-as-a-Service, training, recommendations of maintenance actions, operation improvements, fault diagnostics, repair actions, remote technical support, etc.).

5.2. To provide the expert Services, ABB experts may require access to the data collected by the ABB Device. By activating the Services, Customer provides their consent to ABB experts to access the ABB Device Data.

5.3. Where ABB is providing training as part of the expert Services, Customer shall not share the training material with any third parties.

5.4. ABB warrants that ABB provides the expert Services in a professional manner; however, the expert Services may be subject to unavailability or temporary disruption due to unavailability of personnel, operational measures, security measures, or reasons that are beyond ABB's control.

5.5. For the avoidance of doubt, the Customer is solely responsible for assuring the health, safety and protection of its employees and the employees of its sub-suppliers whilst receiving the expert Services by ABB.

6. Supplementary Software Licensing Terms

6.1. Where we provide ABB Software to Customer as part of the Services, ABB hereby grants Customer a non-exclusive, non-transferable, limited and revocable license to use the ABB Software for the Service period set out in the Order for Customer internal business purposes of receiving the Services provided by ABB under the Contract.

6.2. In addition to the restriction as set out in the Order, Section 5.1 above and the GTC. Customer shall have no right to remove or attempt to remove any Software that is embedded in the ABB Device or to use such Software in any way separate from or unrelated to the ABB Device or the Services.

6.3. ABB may remotely install updates or upgrades to the ABB Software, including for the avoidance of doubt any Software that is embedded in the ABB Device, with or without notice to Customer. ABB may further recommend to Customer to install updates or upgrades to the ABB Software as well as to Customer provided infrastructure or software. Updates or upgrades shall be governed by the terms and conditions of this Contract 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 ABB Software.

6.4. Customer is solely responsible and liable for any Customer or Third Party Software that it connects to or otherwise uses with the Services and for its compliance with any third party terms and conditions, including any third party end-user license agreement relating to such Third Party Software.

7. Supplementary Subscription License and Access to the Portal

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

7.2. Subject to the terms of the Contract, ABB grants Customer a non-exclusive, non-transferable, limited and revocable right to use the Services and access the Portal for the period set out in the Order for Customer's internal business purposes. Customer may permit third parties under contract with Customer to use the Services and access the Portal for purposes of such third parties receiving a service from Customer. Customer is responsible for any activities of such third parties.

7.3. The number of Users which are allowed to access the Portal and Services shall be specified in the Order and/or Service description, as applicable.

8. Third party users

8.1. Customer may:

(i) for ABB Ability™ Mobile Connect for drives: access the Portal and communicate with third party (for example Customer's own customers) via the mobile connect feature within the Drivetune app; or

(ii) for ABB Ability™ Smart Sensor and ABB Ability™ Condition Monitoring for drives: (a) activate the Services; (b) download or make the Software available; and/or (c) establish access to the Portal, on

behalf of a third party (for example Customer's own customers) for purposes of including the Services into its own services to such third party.

(iii) for expert Services: share expert recommendations with ABB's Channel Partners for repairs, maintenance, and technical support services of Customer assets.

8.2. In case of Section 8.1 (ii) above, the right granted to such third party must be limited to a limited, internal, non-transferable, non-exclusive right to receive the Services, use the Software and/or access the Portal solely for purposes of using the ABB Device and subject to and in accordance with (a) the terms and conditions of this Contract, in particular Sections 3, 6,7,8,9.

8.3. Customer shall be fully responsible and liable to ABB for all acts and omissions of such third party.

8.4. Customer must ensure that it obtains all necessary rights and consents from the third party to provide third party's data to ABB and or ABB Affiliates and permit ABB to share data as described in the Contract and/or the Service Description.

8.5. Customer must ensure that the third party (i) acknowledges and agrees to the Acceptable Use Policy and ABB's suspension rights in the GTC; and (ii) represents and warrants that it is not located in a country that is subject to a U.S. or other country government embargo, and that it is not listed on any U.S. or other country government list of prohibited or restricted parties.

8.6. Customer acknowledges, and must ensure the third party acknowledges, that the respective agreement is solely between Customer and the third party and that the third party is not a beneficiary of the Contract.

8.7. Customer shall ensure that Customer is solely responsible towards the third party for addressing any claims, demands, losses, liabilities, damages, costs or expenses arising out of or in connection with the third party's use of the Services, the Software and/or the Portal. Customer shall defend ABB and indemnify and hold ABB harmless against any such claims, demands, losses, liabilities, damages, costs or expenses regardless whether these are based on contract, tort or otherwise.

8.8. Customer acknowledges that the third party will be obliged to accept separate terms and conditions (e.g. an end user license agreement required to activate the ABB Device or to use the Drivetune app) when accessing or using the Services, Software and/or ABB Portal. The third party's acceptance or rejection of such terms and conditions shall not relieve Customer from any of its obligations under the Contract.

8.9. Customer understands, accepts and agrees that it is solely responsible and liable for any and all third party's data that it shares with ABB and/or ABB affiliates through or in connection with the use of Portal and/or Services and/or Software. All third party data used by or transmitted by Customer or uploaded by third party users when using the Services and/or Software and/or Portal will be available to Customer in the Portal "AS IS". ABB makes no representation and/or no warranty, whether express or implied, related to the accuracy or completeness of any Customer Content (including, for avoidance of doubt, third party user data), that may be found in the Portal. Customer understands, accepts and agrees that (i) ABB is not responsible for creating, gathering, downloading, requesting, storing or otherwise obtaining any information or data from any third party user; (ii) Customer shall make no claim whatsoever in connection with these STC against ABB relating to such third party user data.

8.10. Customer is solely responsible and liable for any decision, advice and/or recommendation that it makes to the third party in connection with the Services. Accordingly, it is the sole responsibility of Customer to make sure that its recommendations, such as but not limited to proposed parameter changes, are safe; and third party users understand the risks of applying them in third party user devices (e.g. frequency converter).

8.11. Customer shall ensure that ABB and its Affiliates are entitled to use third party user feedback or suggestions related to the Services without any restrictions and any compensation to Customer and/or third party user.

9. Customer responsibilities

9.1. 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, as well as in order to verify Customer compliance with the contract; and (iii) maintain the ABB Device in good condition and working order so as to ensure the proper gathering of data from such ABB Device . In addition, Customer will inform ABB without undue delay upon becoming aware of any circumstances that may or do affect the security of the Services and/or the Platform.

9.2. The provision of 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 Customer systems (including mobile devices) and the ABB Device on the other side. Customer shall establish and maintain such remote connection with appropriate connectivity.

9.3. As a prerequisite to receiving the Services Customer needs to ensure that its personnel providing remote support via the Portal is sufficiently trained and has the necessary knowledge, such as necessary certificates, and skills to provide services to third party users.

9.4. Customer is responsible for assuring the completion of the requirements needed to get access to the Services and/or the Portal, such as but not limited to potential eLearning courses required by ABB, as per Service Description.

9.5. It is Customer's sole responsibility to acquire and manage all hardware (e.g. mobile phones, workstations and Bluetooth panels) required to run the Services.

9.6. If the Users of the Services have to be onboarded by ABB Support team, then it is the responsibility of Customer to provide the necessary information.

10. Indemnification

10.1. Customer represents and warrants that the use by ABB of any Customer Content or other data provided by Customer or Customer's grant of any license or right under the Contract, will not infringe the Intellectual Property Rights or other rights of any person.

10.2. Customer shall indemnify and hold ABB harmless from and against all costs, claims, demands, liabilities, damages, losses or expenses (including reasonable attorneys' fees) , arising out of or in connection with any alleged or actual infringement under any Laws, of any third party's Intellectual Property Rights or other rights arising out of any Customer Content or its use by ABB in accordance with the Contract.

11. Subscription and Renewals of Subscription License

11.1. Notwithstanding anything in the GTC, ABB has the right to reject an Order related to the subscription license by electronic communication to Customer within five (5) working days of completion of the purchase in the ABB Ability Marketplace.

11.2. Except as otherwise set forth on an applicable Order, the license period for a subscription plan without automatic renewal terminates once the end date of Customer's prepaid subscription has been reached.

11.3. If Customer has a subscription plan with automatic renewal, then the license period for the subscription plan will be renewed for successive equal periods, unless either party provides a termination notice to the other party no less than thirty (30) days prior to the expiration date.

11.4. ABB may change the price, period, limit of users and/or any other content of the subscription plans at any time. Any change will be applicable to any new or renewed subscription plan purchased by Customer. ABB will notify the Customer at least sixty (60) days prior to the automatic renewal of the subscription, informing Customer about the changes to the subscription plan. If Customer does not agree with the changes, then Customer must notify its rejection to ABB in writing no later than thirty (30) days prior to the renewal date. In such case, the Contract for the specific Services will be terminated, and the subscription plan will not be automatically renewed. By continuing to use the Portal and/or Service and/or Software despite any change in subscription plan, Customer agrees with the changes and with the renewal of subscription plan.

12. Data export and retrieval

12.1 Upon termination or expiration of the Contract for any reason: (i) Customer will immediately cease using the Services and, where a Software license terminates or expires, cease use of such Software; (ii) ABB may disconnect Customer's access to the Services and the ABB Portal as well as Customer's connection to the Platform and may delete Customer Content including third party user's data, on or after the effective date of termination or expiration.

12.2. Customer is responsible to export Customer Content prior to the effective date of expiration of the Contract in accordance with the methods and to the extent described by ABB in the Order or the Service Description. After expiration of such period ABB may delete the Customer Content.

12.3. Where the Customer requires assistance to retrieve the Customer Content, ABB may agree to provide Customer with additional assistance which shall be charged to Customer 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.