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## INSTALLED BASE MOBILE END USER LICENSE AGREEMENT

**Please read the terms and conditions of this End User License Agreement carefully before installing, accessing, activating or otherwise using the Services and Software:**

This End User License Agreement (“Agreement”) is an agreement between you (“Customer”, “you” or “your”) and ABB PG Power Grids AG, a company incorporated in Switzerland with registration number CHE-178.568.468, whose registered office is at Affolternstrasse 44, 8050 Zurich, Switzerland, (“ABB”, “we”, “us” or “our”) for using the Services and the Software 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 the Services and the Software unless such use is subject to a separate agreement agreed between ABB and You in which case the separate agreement will govern such use of the Services and Software by You.

By (i) downloading, installing, accessing, activating, or otherwise using the Services and/or the Software; or (ii) accepting this Agreement, e.g. by clicking on an “accept” button, you are agreeing 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 Services and/or the Software or (ii) accept this Agreement; and promptly return the unused media, documentation, and proof of entitlement to the party from which it was obtained. If the Software was downloaded or otherwise installed, please destroy all copies of the Software.

### **1. Provision of Services and Software**

- 1.1 **Services and access to the Portal.** Subject to the terms and conditions of this Agreement, the Customer Connect Portal User Agreement and the Service Description (together with 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 if part of the Service, access the Portal for your internal business purposes.
- 1.2 **Your account on the Portal.** Your use of the Services or Software may require you to establish an account on the Portal. For purposes of administrating the account, you may be further required to provide contact information (for example name, business telephone number, address, email and user ID) and other information as described in the Contract and/or the registration form provided on the Portal. You are responsible for the accuracy and completeness of this information and for any and all activities that occur under an account that is attributable to you. You will ensure that (i) You securely store and keep credentials (e.g. username, passwords, certificates, keys) confidential; (ii) you will be the only one using the credentials that are allocated to you; and (iii) the account is only used in relation to the Services and in such a way so as not to impair or compromise the stability or security of the Platform, the Portal or the Services. You will notify us immediately on discovering any attempted or actual unauthorized use of your account and immediately follow our instructions when we are asking you to change your access credentials. We reserve the right to change your access credentials if we are of the opinion that such change is necessary for security reasons.

- 1.3 **Pilot Services.** Where we provide Pilot Services, these are subject to additional limitations as set out in this Section 1.3 which shall prevail over other provisions of the Contract. You understand and acknowledge that Pilot Services may not have been fully tested or verified, may become unavailable, that their performance may be negatively affected, and/or that the Pilot Services may not meet industry practice security standards and might therefore negatively affect your internal procedures and business operations or impair the functionalities of your systems or devices. You may use the Pilot Services only 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. We may, at our sole discretion, (i) modify the Pilot Services or features of the Pilot Services; (ii) provide upgrades, patches or maintenance; or (iii) terminate, limit, suspend or discontinue the Pilot Services or access to the Pilot Services.
- 1.4 **External Content.** You may be able to access or are required to access third party websites, app stores and/or material and/or download third party software from such websites or app stores in order to use the Services and/or Software. We do not operate, or control any third party websites, app stores or any other material, information, software, 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. We make no warranties or representations and we have no obligation, responsibility or liability for External Content and your use of External Content to the extent permitted by Laws. You waive any right, or claim of right against us relating to External Content.
- 1.5 **Changes to the Services.** We 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. We may 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 if (i) necessary to comply with any applicable Laws or safety or security requirements; (ii) there are material changes caused by a subcontractor or the termination of a material subcontractor relationship or (iii). We will notify you of any change with a material adverse effect or of any discontinuation of a Service and/or provision of a Software. It is in our sole discretion whether we maintain providing prior versions of a Service and/or Software for a certain time period and we will notify you if we do maintain providing prior versions of the Service and/or Software.
- 1.6 **ABB Software.** Subject to the terms and conditions of the Contract, where we provide ABB Software to you, we hereby grant you a non-exclusive, non-transferable, limited and revocable license to use the ABB Software for your internal business purposes. We may remotely install updates or upgrades to the ABB Software with or without notice. Updates or upgrades shall be governed by the terms and conditions of the Contract, unless such updates or upgrades are accompanied by a separate license provided by us, in which case the terms and conditions of such separate license will take precedence over other documents forming the Contract with regards to any conflicting terms. Notwithstanding the foregoing, except to the extent specifically set out otherwise in the STC, we are not obliged to provide any updates or upgrades to the ABB Software.
- 1.7 **Third Party Software.** Except to extent explicitly specified otherwise in a Service Description, for all Third Party Software, the terms and conditions of use of the third party licensor apply exclusively and you acknowledge and agree that (i) any contractual relationship related to your use of such Third Party Software is solely between you and the provider of such Third Party Software; (ii) it is your own responsibility to assess the accuracy of using such Third Party Software; and (iii) we will have no responsibility or liability related to your use of such Third Party Software, to the extent permitted by applicable Laws.

## 2 Data protection and security

- 2.1 **Data protection.** Each party shall comply with all applicable Laws related to the protection of Personal Data and agrees not to withhold or delay its consent to any changes to applicable contract provisions in order to comply with such applicable Laws and orders from any competent authority. We will further comply with our Data Privacy Policy when using such Personal Data. The parties acknowledge that the processing of Personal Data may require the conclusion of additional data processing/protection agreements. A party shall, upon request of the other party, promptly enter into any such agreement(s) as required by mandatory law or competent authority.

- 2.2 **Security.** We have established and maintain a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures, in order to protect Your Content against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to Your Content. Except to the extent explicitly specified otherwise in the Service Description, it is your responsibility to (i) provide and continuously ensure a secure remote connection; and (ii) establish and maintain the security of your systems, hardware and software, in particular those that directly or indirectly connected to the Services, the Software, the Portal or the Platform. In addition and except as explicitly specified otherwise in the Service Description, you will without undue delay, completely and accurately implement any software updates or upgrades provided by the respective vendors and/or by us, as applicable.

### 3. Your responsibilities

- 3.1 **General obligations.** You will: (i) obtain and maintain all necessary licenses, permissions, filings and consents (which shall include consent of individuals where you provide Personal Data to us) which may be required regarding Your Content, software and other content, if any, provided by you in connection with the Services and your accounts associated with the Portal; (ii) when using External Content, comply with the respective terms and conditions of use and the license terms and conditions in connection with External Content; (iii) without undue delay, completely and accurately install the necessary Software and any updates or upgrades provided by us (in accordance with the respective specification and instructions) on your computer systems and/or mobile devices (as applicable); (iv) comply with any restrictions on permitted User types; (v) comply with our reasonable instructions regarding the proper use of the Services and/or Software as may be given in individual cases from time to time; (vi) ensure that you will comply with the terms and conditions of the Acceptable Use Policy; and (vii) comply with the Laws, in particular when providing Your Content. You will not use the Services or Software (i) for any part of any nuclear facility; or (ii) in any application or situation where a failure of the Services or Software could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
- 3.2 **Cooperation and information obligations.** You will co-operate with us in all matters relating to the Services and/or the Software and provide us with such information and materials as we may reasonably require in order to provide the Services and/or the Software, to perform maintenance or bug fixing, as well as in order to verify your compliance with the Contract. In addition, to your information obligations related to your use of the Portal as set out in Section 2.2, you will inform us without undue delay upon becoming aware of any circumstances that may or do affect the security of the Services and/or the Platform.

### 4 Proprietary rights

- 4.1 **Your Content.** We will not acquire any right, title and interest in Your Content other than the rights you grant to us under the Contract. During the term of the Contract, you will have the ability and the right to access and extract some or all of Your Content if and to the extent specified in a Service Description.
- 4.2 **ABB Content.** As between the parties, all right, title and interest, including all Intellectual Property Rights, in and to the ABB Content are and remain exclusively with us, our Affiliates or our licensors. You have no rights in and to the ABB Content, other than those expressly granted pursuant to the Contract.
- 4.3 **Our use of Your Content.** We, our Affiliates and our subcontractors have the right to collect, store, aggregate, analyze or otherwise use Your Content for (i) providing and maintaining the Services and/or the ABB Software to you and your Affiliates; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the Portal, the Platform, the Services and/or the ABB Software; (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 us. In addition, we have the right to use Your Content for benchmarking purposes if and to the extent it is anonymized or non-confidential.

- 4.4 **Feedback.** You may provide feedback or suggestions related to the Services, the Software, the Portal, or the Platform to us. We and our Affiliates are entitled to use such feedback and suggestions, even if they should be marked confidential without any restrictions and any compensation to you.
- 4.5 **Restrictions.** You will not in whole or in part (i) (except as explicitly permitted in this Contract) use the ABB Content in any manner, including for any third-party use including license, sublicense, sell, resell, lease, transfer, assign, distribute, display, broadcast, 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 our and our licensors' proprietary notices. Use of the ABB Content other than specifically permitted in the Contract, is expressly prohibited.

## 5. Customer Warranty and Indemnification

- 5.1 You represent and warrant that our use of Your Content or other data provided by you or your grant of any license or right under the Contract, will not infringe the Intellectual Property Rights or other rights of any person.
- 5.2 You shall indemnify and hold us harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with (i) any alleged or actual infringement under any Laws, of any third party's Intellectual Property Rights or other rights arising out of any of Your Content or its use by ABB in accordance with this Agreement, (ii) any breach by You of the Applicable Use Policy, or (iii) any other breach by You of this Agreement.

## 6. 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 CONTRACT. 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.

## 7. 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. In no event shall ABB's total liability to you for all damages exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

## 8. Suspension

We may suspend the Services in whole or in part if we determine that your use of the Services (i) poses a security risk to the Services, the Platform and/or the Portal and/or any third party; (ii) may adversely impact the performance of the Services, the Software, Platform and/or the Portal; (iii) is in violation of the Laws or poses a risk that we are or will be in violation of the Laws; (iv) may subject us or any third- party to liability. In addition, we may suspend the Services under the circumstances specified in the Acceptable Use Policy and if you fail to pay any amount due on the due date for payment. We will suspend the Services only to the extent reasonably necessary. Unless we believe an immediate suspension is required and appropriate, we will use commercially reasonable efforts to provide reasonable notice before suspending a Service.

## 9 Termination

9.1 Without limiting its other rights or remedies, ABB may terminate this Contract (in whole or in part) with immediate effect by giving written notice to you if (i) you are in breach of this Contract; or (ii) there is a change in the Laws in one or more countries applicable to the performance of the Service or Software that would render the continued performance of the Service illegal, impractical or would otherwise have a material impact (including a cost impact) on the provision of the Services. Any terms of this Contract that by their nature extend beyond the termination of this Contract remain in effect until fulfilled and apply to both parties' respective successors and assignees.

9.2 Upon termination or expiration of this Contract for any reason: (i) You shall 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 ABB Portal 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 Contract which existed at or before the date of termination or expiration.

9.3 You are responsible to export Customer Data prior to the effective date of termination or expiration in accordance with the methods and to the extent described by ABB in a Service Description. After expiration of such period ABB may delete the Customer Data.

## 10 Export control

You shall not export or re-export, directly or indirectly, the Services or the Software, in whole or in part. You acknowledge that the Services, the Software, or any part thereof, are being released or transferred subject to applicable export control laws and you will comply with all applicable export control laws.

## 11 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Switzerland without giving effect to its choice of law principles. Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

## 12 General Provisions

12.1 **Subcontracting.** We are permitted to appoint and use Affiliates and other third parties to perform our obligations or any portion thereof without your prior notification to or consent.

12.2 **No waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. Except as otherwise expressly stated in the Contract, a delay or failure to

exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.

- 12.3 **Severance.** If any provision or part-provision of the Contract 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 but not affect the validity and enforceability of the rest of the Contract.
- 12.4 **Code of conduct and anti-bribery law.** We maintain a set of codes of conduct and guidelines related to our, our employees' and our contractors' business conduct, including anti-bribery, anti-corruption and conflict of interest, and we require our suppliers to comply with such codes of conduct or have equivalent codes of conduct, accessible at <https://new.abb.com/about/integrity/standards/abb-code-of-conduct>. You shall comply in your business conduct with standards that are equivalent.
- 12.5 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing and shall be (i) delivered by hand or courier or by pre-paid registered first-class post or special delivery to the address specified in the Order; or (ii) sent by email to the email address specified in the Order. We may in addition provide notices by email or other electronic notification forms available in the used systems to the address then associated with your account on the Portal.
- 12.6 **Third party beneficiaries.** No one other than a party to the Contract shall be a beneficiary of the Contract or shall have any right to enforce any of its terms, unless specified in the Contract.
- 12.7 **Contract changes.** ABB reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Contract. Such updates, revisions, supplements and other modifications will be effective immediately upon the earlier of (i) notification to you or (ii) publication on [www.abb.com](http://www.abb.com). 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.
- 12.8 The Software and any accompanying documentation have 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 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).

## 13 Definitions and interpretation

### Definitions

"**ABB Content**" means the Services, deliverables provided as part of the Services, ABB Software, the Portal as well as ABB Device Data (including all tools, software, hardware, materials, data, content, application program interfaces provided by us or our Affiliates as part of or in relation to the Services) as well as all derivatives and modifications of and improvements to all the foregoing, or other ABB intellectual property;

"**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 Software"** means all computer programs (which may include mobile applications) provided (or given access to) by us under the Contract 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;

**"Acceptable Use Policy"** means the ABB acceptable use policy, available at: <http://search.abb.com/library/Download.aspx?DocumentID=9AKK107046A9718&LanguageCode=en&DocumentPartId=&Action=Launch> or as provided separately, and as may be updated by us 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;

**"Data Privacy Policy"** means the data privacy policy, available at <https://www.hitachiabb-powergrids.com/privacy-notices> as may be updated by us from time to time;

**"External Content"** has the meaning set out in Section 1.4;

**"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;

**"Customer Connect Portal User Agreement"** is the agreement that the user needs to accept when registering an account on the Customer Connect Portal. It is a prerequisite to use the Service;

**"Personal Data"** means any data or information relating to an identified or identifiable natural person and, where required by mandatory applicable Law, any data or information of an identified or identifiable legal entity;

**"Pilot Services"** means Services that are at a pilot, trial, evaluation or beta stage or that are free of charge;

**"Platform"** means our and our Affiliates internet/mobile platform which includes both edge and cloud infrastructure upon or via which ABB solutions (including all or part of the Services hereunder) operate;

**"Portal"** means an online portal, accessible for you, at the web address notified to you by us at the beginning of the Services (or such other web address, as may be notified to you by us from time to time);

**"Service Description"** means the documents describing and specifying the Services as set forth at the following URL (also included in the application): Service Description for external users and as amended from time to time; newer versions on the website shall prevail over older versions;

**"Services"** means the services that may be provided or made available by us to you as described or referred to in a Service Description;

**"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 us from a third party, identified in an Order as Third Party Software for use as part of the Services under separate terms and conditions, or (ii) by you from third parties;

**"Your Content"** means any information, data and material that we measure or that is provided by or on behalf of you through or in connection with our 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; Your Content excludes ABB Device Data.

## Interpretation

Any phrase introduced by the terms "e.g.", "including", "include", "in particular", "such as", "for example" 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.