
AGREEMENT FOR ABB ABILITY™ EDCS

This agreement (Agreement) for ABB (Ability™) EDCS (Electrical Distribution Control System) platform services (the "EDCS") is made by and between: ABB S.p.A., a company incorporated in Italy with its registered address at Milan, via Vittor Pisani 16 ("ABB") and the registering company, whose details are set out in the registration form, ("Customer"). ABB and Customer separately referred to as "Party" or jointly as "Parties".

Definitions

Platform means the industrial internet platform and cloud infrastructure of ABB and its affiliates.

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 Data means all Customer owned or licensed information and data provided by or on behalf of Customer to ABB through the use of the EDCS, that may be used by ABB in order to release the required services and/or analysis purposes;

User means an individual, part of the Customer's organization or working in a separate legal entity or third company for the Customer, accessing to the EDCS through the License with a proper username and password under control and authorization of the Customer.

"Applicable Monthly Service Fees" means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

"Downtime" is defined for each Service in the Services Specific Terms below.

"External Connectivity" is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"EDCS Portal" means the web interface, provided by ABB, through which customers may manage the Service.

"Service Credit" is the percentage of the Applicable Monthly Service Fees credited to you following ABB's claim approval.

"Service Level" means the performance metric(s) set forth in this SLA that ABB agrees to meet in the delivery of the Services.

"Support Window" refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

General Provisions

Personal Data and Non-Personal Data

In accordance with clause 13 of the Italian Legislative Decree No. 196 of 30 June 2003 (Data Protection Code), ABB hereby informs Customer that data provided by Customer and/or otherwise collected through EDCS will be inserted into Customer' and Customer's group's electronic database

and shall be treated in compliance with applicable data protection legislation; processing will be carried out electronically to ensure security, protection and confidentiality and will be gathered for the following purposes: (a) to perform EDCS in compliance with the above-mentioned law and for the fulfilment of relevant legislative obligations, (b) to develop update/upgrade/new release of EDCS by using the information provided and/or gathered from Customer when installing, copying, or otherwise using EDCS and (c) to be provided with information on Customer's products and/or services and sales promotion initiatives, participating in sales promotion campaigns and/or advertisement campaigns, participating in prize competitions or games.

In this respect, Customer's consent is not mandatory for the treatment of Customer' data as per letter a) above.

However, Customer is expressly required to provide Customer's consent for the purposes set out under letter b) and/or c) above, i.e. to enable ABB (and/or its sub-suppliers) to develop update/upgrade/new release of EDCS, to be provided with information on Customer's products and/or services and sales promotion initiatives, to participate in sales promotion campaigns and/or advertisement campaigns, to participate in prize competitions or games and to communicate Customer's personal data to third parties and to companies of the Group to which ABB belongs, abroad and also out of the European Union. Customer's consent is not mandatory; however, failure to provide Customer's consent will prevent the Customer from benefiting from any of the activities set out under letter b) and/or c) above.

Data collected may be available to ABB's employees and/or non-ABB external freelancers as data controller's assistants for processing the data and may be communicated to third parties providing services, including marketing services and to companies of the Group to which ABB belongs, in Italy and abroad, also out of the European Union, for the purposes above mentioned as external data processors.

ABB reserves the rights to avail itself of tracking system/use cookies and site referrals about EDCS usage. ABB also declares it avails itself of Google Analytics to track Customer's trends and patterns.

Customer will be entitled to exercise any of its data subject's rights provided under clause 7 of the Data Protection Code without formalities, or by sending an email to cdc.dataprivacy@it.abb.com, asking for data confirmation, source, purposes and methods of processing as well as data update, rectification, integration, deletion, anonymization or blockage of processing as provided by law.

ABB also wishes to inform Customer that all Customer's data collected and/or accessible to it by means of EDCS and services provided hereunder will be respectively stored in or managed through a public cloud.

The Data Controller is ABB S.p.A., whose registered office is in Milan (Italy), via Vittor Pisani No.16.

ABB wishes to inform Customer that Customer's non-personal data (such as but not limited to measurement data and plant data), which do not benefit from the protection granted to Customer's personal data as the above paragraphs, will be processed by ABB for analytics and statistics purposes as well as development and/or upgrade of EDCS and may be transferred and/or made available at any title to third parties for the same purposes.

ABB also wishes to inform Customer that all Customer's data collected and/or accessible to it by means of EDCS and services provided hereunder will be respectively stored in or managed through a public cloud.