
SPECIAL TERMS AND CONDITIONS TO ABB ABILITY™ MARKETPLACE GENERAL TERMS AND CONDITIONS (“MARKETPLACE GTC”) AND ABB ABILITY™ GENERAL TERMS AND CONDITIONS (“ABILITY GTC”) FOR *SITE MANAGER SERVICES (ENERGY, ASSET, PERFORMANCE AND ENTERPRISE) -VOUCHERS*

1. Definitions

All capitalized terms used in these Special Terms and Conditions (“STC”) shall have the meaning described in the applicable GTC except where the context of these STC require otherwise.

“**ABB Customer**” is ABB’s direct customer purchasing Site Manager Service.

“**End Customer**” is the final user of Services to whom the ABB Customer will sell the Voucher, subject to the Terms of Use as set forth in Annex A to these STC.

“**Services**” means the services to be provided or to be made available by ABB Customer and/or ABB to End Customer as described or referred to in an Order and the STC.

“**Site Manager Portal**” means an online portal, accessible for End Customers, through which End Customers manage the Site Manager Services and monitor their plant and assets available at the web address: <https://sitemanager.ability.abb>.

“**Site Manager Service**” means one of the mentioned services released on the Portal as described in these STC.

“**Subscription Period**” is the period in which ABB will provide the Service to the End Customer as agreed with ABB Customer.

“**Terms of Use**” or “**ToU**” mean the Terms of Use attached to these STC as Annex A.

“**Validity Period**” period of thirty-six (36) month from the date a Voucher is purchased.

“**Voucher**” means a redemption or activation code for a pre-paid subscription to enable one of the services that can be redeemed on the Site Manager portal and that is purchased by ABB Customer for the resale or the bundling with other products sold to third parties.

2. Scope

These STC are applicable for the Site Manager Service bought via a Voucher for a specific Service that the ABB Customer will choose and select from the available subscription offerings as listed here:

<http://search.abb.com/library/Download.aspx?DocumentID=9AKK107991A2119&LanguageCode=en&DocumentPartId=&Action=Launch>.

All Services covered by a Voucher are subject to the Terms of Use as set forth in Annex A to these STC. ABB Customer must provide the Terms of Use to the End Customer. In the event of ABB Customer not selling directly to the End Customer, ABB Customer must include the Terms of Use and an obligation in its terms of sales to ensure that its customer shall flow down the Terms of Use to the End Customer.

All Vouchers include an activation code that is valid for a one-time activation. The copying, editing, modification or duplication of the verification code is prohibited. All rights reserved.

The Voucher needs to be activated on the Site Manager Portal within the Validity Period.

If the Voucher has not been activated by the end of the Validity Period, it will be void without any compensation.

The standard Subscription Period for the Voucher is based on the type of Site Manager Service that has been purchased. The standard subscription periods are described in the subscription offering list: <http://search.abb.com/library/Download.aspx?DocumentID=9AKK107991A2119&LanguageCode=en&DocumentPartId=&Action=Launch> and are specified on the purchased Voucher. Vouchers are non-refundable.
The Subscription Period starts from the activation of the Voucher.

3. Acceptance

In order to activate the Voucher and use the Site Manager Services the End Customer needs to create a user account and activate the Service on the Site Manager Portal website through the following link: <https://sitemanager.ability.abb>.

The Voucher can be activated on the Portal through the following link: <https://sitemanager.ability.abb/#/account/register>

The download and installation of commissioning software (Ekip connect 3) is a prerequisite for the enablement of the Site Manager Service. The software can be downloaded from this location <https://new.abb.com/low-voltage/products/circuit-breakers/tmax-xt/software>.

By making the purchase, the ABB Customer confirms not to be a consumer, not to sell to consumers and that they have the authority to bind any business on whose behalf they are making such purchase.

4. Miscellaneous

This is not intended to be an agency or intermediary agreement. No fee or commission will be paid to the ABB Customer for the resell of the Subscription or Site Manager Vouchers.

ANNEX A
ABB TERMS OF USE - ABB SITE MANAGER (ENERGY, ASSET, PERFORMANCE AND ENTERPRISE)

These ABB Terms of Use ("ToU") together with any other terms and conditions referred in the ToU govern the use of the Services by End Customers. These ToU and any other terms and conditions referred in these ToU are deemed incorporated by reference into an agreement between the End Customer and ABB Customer ("Customer Contract") pursuant to which ABB Customer is reselling the Services to the End Customer and apply separately of any end user license agreement between ABB and End Customer ("EULA"), as far as applicable for the Service or Software.

I. General Terms

1 End Customer's use of Services

- 1.1 **Services and access to the Portal.** Subject to the terms of the Customer Contract, End Customer is granted 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 access the Portal for End Customer's internal business purposes. Where expressly set out in an Order, End Customer may permit third parties under contract with End Customer to use the Services and access the Portal for (i) supporting End Customer's internal business purposes; or (ii) purposes of such third parties receiving a service from End Customer. End Customer is responsible for any activities of such third parties.
- 1.2 **End Customers account on the Portal.** End Customer's use of the Services or Software may require End Customer to establish an account on the Portal. For purposes of administrating the account, End Customer may be further required to provide contact information (for example name, business telephone number, address, email and user IDs) and other information as described in the Customer Contract and/or the registration form provided on the Portal. End Customer is responsible for the accuracy and completeness of this information and for any and all activities that occur under an account that is attributable to End Customer (including, for the avoidance of doubt, activities by third party Users). End Customer will ensure that (i) the Users securely store and keep credentials (e.g. username, passwords, certificates, keys) confidential; (ii) the credentials that are allocated to a specified User are only used by such User; 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. End Customer notifies ABB immediately on discovering any attempted or actual unauthorized use of an account that is attributable to End Customer and immediately follows ABB's instructions when ABB is asking End Customer to change a User's access credentials. ABB has the right to change a User's access credentials if ABB is of the opinion that such change is necessary for security reasons.
- 1.3 **Pilot Services.** Where End Customer uses Pilot Services, these are subject to additional limitations as set out in this Section 1.3 which shall prevail over other provisions of these ToU. End Customer understands and acknowledges 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 End Customer's internal procedures and business operations or impair the functionalities of End Customer's systems or devices. End Customer may use the Pilot Services only for its internal use for the purpose of reviewing, evaluating and

testing the Pilot Services. Use of the Pilot Services is at the End Customer's sole risk. End Customer acknowledges that Reseller and/or ABB may, at its 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. Pilot Services are provided "as is" without any warranties and excluding all liability to the fullest extent permitted under applicable Laws.

- 1.4 **External Content.** End Customer may be able to access or is 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. Neither ABB nor ABB Customer 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 End Customer's acceptance of the applicable third-party terms of use and End Customer acknowledges and agrees that any contractual relationship related to External Content is solely between End Customer and the provider of such External Content. ABB makes no warranties or representations and has no obligation, responsibility or liability for External Content and End Customer's use of External Content to the extent permitted by Laws. End Customer waives any right or claim of right against ABB relating to External Content.
- 1.5 **ABB Software.** Where End Customer uses ABB Software as part of the Services, ABB 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 Customer 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 take precedence over other documents forming the Customer Contract with regards to any conflicting terms. Notwithstanding the foregoing, except to the extent specifically set out otherwise in the Order, ABB is not obliged to provide any updates or upgrades to the ABB Software.
- 1.6 **Third Party Software.** Except to extent explicitly specified otherwise in these ToU or the Order, for all Third Party Software, the terms and conditions of use of the third party licensor apply exclusively and End Customer acknowledges and agrees that (i) any contractual relationship related to End Customer's use of such Third Party Software is solely between the End Customer and the provider of such Third Party Software; (ii) it is End Customer's own responsibility to assess the accuracy of using such Third Party Software; and (iii) ABB Customer and ABB will have no responsibility or liability related to End Customer's use of such Third Party Software, to the extent permitted by applicable Laws.

2 Data protection and security

- 2.1 **Data protection.** End Customer shall comply with all applicable Laws related to the protection of Personal Data. ABB will store and otherwise process the End Customer's and End Customer's representatives', employees' and Users' business Personal Data (for example name, business telephone, address, email and user IDs) for the purpose of providing the Services as described in ABB's Data Privacy Policy.
- 2.2 **License verification.** Devices on which ABB Software is installed may automatically provide information to ABB to enable verification that it is properly licensed. Such information includes information about the ABB Software, the user account, product ID information, a machine ID, and the internet protocol address of the device. By using the ABB Software, End Customer consents to the transmission of such information and ABB's use of such information.

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

3 End Customer responsibilities

- 3.1 **General obligations.** End Customer will: (i) obtain and maintain all necessary licenses, permissions, filings and consents (which shall include consent of individuals where End Customer provides Personal Data to ABB Customer or ABB, to the extent legally required) which may be required regarding Customer Content, software and other content, if any, provided by End Customer; (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 ABB (in accordance with the respective specification and instructions) on End Customer's computer systems and/or mobile devices (as applicable); (iv) comply with any restrictions on permitted User types; (v) 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; (vi) ensure that all Users comply with the terms and conditions of the Acceptable Use Policy; and (vii) comply with the Laws, in particular when providing End Customer Content. End Customer will not use the Services or Software (i) for any part of any nuclear facility or any other plant, machine, system or product that is subject to a sanction list applicable to the End Customer; or (ii) in any application or situation where 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.** End Customer will co-operate with ABB and/or ABB Customer in all matters relating to the Services and/or the Software and provide ABB and/or ABB Customer with such information and materials as ABB and/or ABB Customer 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 End Customer's compliance with the Customer Contract and the ToU. In addition to End Customer's information obligations related to End Customer's use of the Portal as set out in Section 1.2, End Customer will inform ABB and/or ABB Customer without undue delay upon becoming aware of any circumstances that may or do affect the security of the Services and/or the Platform.
- 3.3 **Monitoring of usage and remote connection.** The provision of Services and/or the Software may require ABB and/or ABB Customer to monitor End Customer's usage of the Services, Portal and Software as well as the establishment of a remote connection between the Portal and certain systems. Except to the extent explicitly specified otherwise in the ToU or the Order, End Customer will (i) establish and maintain such remote connection with appropriate connectivity; (ii) permit ABB, ABB's employees, Affiliates, ABB Customer, agents, consultants and/or subcontractors, to remotely access and monitor End Customer 's usage of certain systems owned, controlled or operated by or on behalf of End Customer, as necessary for

ABB and/or ABB Customer to provide the Services; and (iii) install and maintain any hardware, software, or other equipment necessary to establish and maintain the monitoring and/or remote connection.

4 Proprietary rights

- 4.1 **Customer Content.** ABB and ABB Customer will not acquire any right, title and interest in Customer Content other than the rights End Customer grants to ABB and ABB Customer under the Customer Contract. During the term of the Customer Contract, End Customer will have the ability and the right to access and extract some or all of Customer Content if and to the extent specified in the Order.
- 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 ABB, ABB's Affiliates or licensors. End Customer has no rights in and to the ABB Content, if not expressly granted by ABB.
- 4.3 **ABB's use of Customer Content.** ABB and ABB's Affiliates and subcontractors have the right to collect, store, aggregate, analyze or otherwise use Customer Content for (i) providing and maintaining the Services and/or the ABB Software to End Customer and End Customer's 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 ABB. In addition, ABB has the right to use Customer Content for benchmarking purposes if and to the extent it is anonymized or non-confidential.
- 4.4 **Feedback.** During the term of a Contract, End Customer may provide feedback or suggestions related to the Services, the Software, the Portal or the Platform to ABB. ABB and ABB's Affiliates are entitled to use such feedback and suggestions, even if they should be marked confidential, without any restrictions and any compensation to End Customer.
- 4.5 **Restrictions.** End Customer will not in whole or in part (i) (except as explicitly permitted in these ToUse the ABB Content in any manner, including, without limitation, for any third-party use including, without limitation, 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 including translation or localization; (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 ABB licensors' proprietary notices. Use of the ABB Content other than specifically permitted in the Customer Contract, is expressly prohibited.

5 Suspension

ABB and/or ABB Customer may suspend the Services in whole or in part if End Customer's 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 ABB and/or ABB Customer are or will be in violation of the Laws; (iv) may subject ABB and/or ABB Customer or any third party to liability; or (v) any violation of a material right or obligations under these ToU. In addition, ABB and/or ABB Customer may suspend the Services under the circumstances specified in the Acceptable Use Policy and if End Customer fails to pay any amount due under the End Customer Contract on the due date for payment. ABB and/or ABB Customer will suspend the Services only to the extent reasonably necessary. Unless ABB and/or ABB Customer believe an immediate suspension is required and appropriate, ABB and/or ABB Customer will use commercially reasonable efforts to provide reasonable notice before suspending a Service.

6 Warranty

As between ABB and End Customer, ABB makes no warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including an implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable Laws.

7 Liability

In no event shall ABB have any liability to End Customer or any User for any damages relates to End Customer's purchase or use of the Service or Software pursuant to these ToU, including but not limited to direct, indirect, special, incidental, punitive, or consequential damages, or damages based on lost profits, however caused and whether in contract, to or under any theory of liability, whether or not End Customer has been advised of the possibility of such damages. ABB disclaims all liability and indemnification obligations for any harm or damages caused by any third party to the extent permitted by applicable Laws.

II. Service Specific Terms

8 Product/Service description

The download and installation of commissioning software (Ekip connect 3) is a prerequisite for the enablement of the Site Manager Service. The software can be downloaded from this location <https://new.abb.com/low-voltage/products/circuit-breakers/tmax-xt/software>.

In order to activate the Voucher and use the acquired Site Manager Service the End Customer needs to register on the Site Manager Portal at the following link: <https://sitemanager.ability.abb>.

A service description of the Site Manager Services is available at the following link: <http://search.abb.com/library/Download.aspx?DocumentID=9AKK107991A2119&LanguageCode=en&DocumentPartId=&Action=Launch>

9 Service Levels

9.1 **Service Levels.** For Site Manager Portal ABB provides an annual uptime SLA as described in 9.3. If ABB does not achieve and maintain the Service Levels for a given Site Manager Service and/or Site Manager Portal then the End Customer may be eligible for a credit related to the

Downtime of the Site Manager Service and/or Site Manager Portal towards a portion of the Site Manager Service Fee subject to the process described in 9.2 below.

- 9.2 **Service Credit requests** In order for ABB to consider a Service Credit request, the End Customer must submit the Service Credit request to customer support (see section 12) at ABB including all information necessary for ABB to validate the Service Credit request, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of End Customer's attempts to resolve the Incident at the time of occurrence.

The Service Credit request must be received by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, ABB must receive the request and all required information by March 31st.

ABB will evaluate all information reasonably available and make a good faith determination of whether a Service Credit is owed. ABB will use commercially reasonable efforts to process Service Credit requests during the subsequent month and within forty-five (45) days of receipt. If ABB determines that a Service Credit is owed to the End Customer, ABB will deduct the Service Credit from End Customer's Site Manager Service renewal purchase on the Marketplace. In case End Customer will not renew Site Manager service, ABB will issue a credit note within 60 days from the end of Site Manager Service validity.

- 9.3 **Service Credits** Service Credits are the End Customer's sole and exclusive remedy for any performance or availability issues for any Site Manager Service or Site Manager Portal. The End Customer may not unilaterally offset his/her Applicable Site Manager Service Fee for any performance or availability issues. Service Credits apply only to fees paid for the specific Site Manager Service or the Site Manager Portal for which a Service Level has not been met.

In cases where Service Levels apply to a specific Site Manager Service, Service Credits apply only to fees paid for the affected Site Manager Service, as applicable.

The Service Credit will be based on the Applicable Site Manager Service Fee for the applicable Site Manager Service, as determined by us in our reasonable discretion.

The below mentioned Annual Uptime Percentage is referred both to the availability of the Site Manager Portal and/or a given Site Manager Service, in case the applicability is confirmed in the service description.

<i>ANNUAL UPTIME PERCENTAGE</i>	<i>SERVICE CREDIT</i>
< 90%	10%
< 85 %	25%

10 Acceptance

All use of the Site Manager Services is subject to these Terms of Use.

In order to make use of the Services End Customer needs to register on the Site Manager Portal in order to activate the Voucher.

The Site Manager Service can be activated after the registration on the ABB website through the following link: <https://sitemanager.ability.abb/#/account/register>.

By making the purchase the End Customer confirms not to be a consumer and that he has the authority to bind any business on whose behalf he is making such purchase.

11 Subscription period

The Subscription Period starts from the day of the activation of the Site Manager Voucher and is valid for the period described in the contract documentation as provided by the ABB

Customer to the End Customer, but in all cases it will not be longer than the period described in the Site Manager Services subscription offering list.

The Site Manager Services Voucher needs to be activated within a timeframe of 36 (thirty-six) months starting from the time of the purchase. The Site Manager Services Voucher needs to be activated on the Site Manager Services Portal. If the Site Manager Voucher has not been activated by the end of the validity period, it will be void without any compensation.

12 Support

In case of End Customer experiencing problems with the use of the Site Manager Services Portal and/or Services or if the End Customer wants to submit a Service Credit request, the End Customer may request support from ABB through the following email address: el.electrification.digital@abb.com

13 Data export and retrieval

End Customer may request within six (6) months from the termination of the Site Manager Service a telemetry data export. This telemetry data export is subject to an additional fee to be quoted by ABB, ABB will take care of the delivery of the request within one (1) year from the request.

14 Miscellaneous

- 14.1 **Notices.** Any notice that ABB is required to provide to End Customers under or in connection with the ToU shall be provided by ABB or the ABB Customer based on the circumstances and designated contact information for notices available to ABB in the Services.
- 14.2 **Waiver.** No failure or delay by ABB in exercising any right under these ToU will constitute a waiver of that right.
- 14.3 **Severance.** If any provision or part-provision of the ToU 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 ToU.
- 14.4 **Code of conduct and anti-bribery law.** ABB maintains a set of codes of conduct and guidelines related to ABB's, ABB's employees and ABB' contractors business conduct, including anti-bribery, anti-corruption and conflict of interest, and ABB requires its suppliers to comply with such codes of conduct or have equivalent codes of conduct, accessible at <http://new.abb.com/about/integrity/standards/abb-code-of-conduct>. End Customer shall comply in its business conduct with standards that are equivalent.
- 14.5 **Third Party Beneficiary.** These ToU are between End Customer and ABB Customer; ABB is not a party to these ToU. However, ABB is a third-party beneficiary to the Customer Contract solely as it relates to these ToU.
- 14.6 **Order of Precedence.** With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these ToU and any other terms or conditions in End Customer's agreement or order form with ABB Customer, these ToU shall prevail. In the event of any conflict or inconsistency between these ToU and any EULA applicable to the Services in question that has been accepted by the End Customer, the EULA shall prevail.

15 Definitions

"**ABB**" means the ABB entity indicated in the Order;

"**ABB Content**" means the Services, deliverables provided as part of the Services, ABB Software, the Platform, the Portal as well as ABB Device Data (including all tools, software, hardware, materials, data, content, application program interfaces provided by ABB or ABB 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 Customer**" is ABB's direct customer purchasing on the ABB Marketplace;

"**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 ABB under the Customer 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 Ability acceptable use policy, available at <https://search.abb.com/library/Download.aspx?DocumentID=9AKK107046A9718&LanguageCode=en&DocumentPartId=&Action=Launch> 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;

"**Annual Uptime Percentage**": The Annual Uptime Percentage is calculated using the following formula: Annual Uptime % = ((Maximum Available Minutes) - (Downtime))/(Maximum Available Minutes) x 100;

"**Applicable Service Fee**" means the total fees paid for an annual subscription of the Service;

"**Customer Content**" means any information, data and material that ABB measures or that is provided by or on behalf of End Customer through or in connection with ABB's provision or End Customer's 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 End Customer; Customer Content excludes ABB Device Data.

"**Data Privacy Policy**" means the data privacy policy, available at <https://new.abb.com/privacy-notice/customer>, as may be updated by ABB from time to time;

"**Deployment Minutes**" means the total number of minutes that a given Site Manager Service and/or the Site Manager Portal has been set to run during a billing year. Deployment Minutes are measured from the specific tenant for a plant that was created on the Portal;

"**Downtime**" means the total number of Deployment Minutes during which a given Service and/or the Site Manager Portal is unavailable in a given Service subscription year, according the Service Credit defined under clause 9.3. In case of Downtime, the End Customer may request ABB to report the availability of the Services;

“End Customer” is the final user of Site Manager Services to whom the ABB Customer will sell the Voucher;

"EULA" means the end user license agreement between ABB and User;

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

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

“Incident” means any single event, or any set of events, that result in Downtime;

"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;

“Maximum Available Minutes” means the total number of minutes during a subscription year during which the Site Manager Portal could be accessible;

"Order" means a document in electronic or physical form, an online form or other online instrument provided by ABB Customer for ordering or procuring Services and/or Software;

"Personal Data" means any data or information of an identified or identifiable natural person and, where required by mandatory applicable Laws, 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 ABB's and ABB 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;

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

"Services" means the services to be provided or to be made available by ABB Customer and/or ABB to End Customer as described or referred to in an Order and the STC;

“Service Credit” is the percentage of the Applicable Site Manager Service Fees credited to you following ABB’s claim approval;

“Service Fee” means a fee which is credited to the End Customer;

“Service Level” defines how well both the Site Manager Portal and/or a given Site Manager Service needs to perform. The applicability of the Service Level for a given Site Manager Services is detailed in the service description;

“Site Manager Portal” means an online portal, accessible for ABB customers, through which customers manage the Site Manager Services and monitor their plant and assets available at the web address <https://sitemanager.ability.abb>;

“Site Manager Service” means the service released on the Site Manager Portal as described in these ToU and listed in the subscription offering;

"Software" means ABB Software and Third-Party Software;

"Special Terms and Conditions" or "STC" means the documents describing and/or further governing the Services and/or Software.

"Subscription Period" is the period in which ABB will provide the Service to the End Customer as agreed with ABB Customer.

"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 for use as part of the Services under separate terms and conditions, or (ii) by Customer from third parties;

"User" means an individual who is legitimately authorized to access or receive the Services, use the Software and/or access the Portal through Customer's account;

"Voucher" means a redemption or activation code for a pre-paid subscription to enable Site Manager Services that can be redeemed on the Site Manager Portal and that is purchased by ABB Customer for the resale or the bundling with other products sold to third parties.