Online Terms for Advisory Consulting Services

1. **CONFIDENTIAL INFORMATION.** Each party may furnish the other party with Confidential Information. “Confidential Information” means all non-public, proprietary information in oral, written, graphic, electromagnetic or other form, including, without limitation, the terms, conditions and pricing under this Enrollment Form. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of these Terms; (c) is obtained by the recipient from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the recipient without reliance in any way on the Confidential Information.

Neither party shall (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party; or (b) utilize Confidential Information for any purpose, except as expressly contemplated by the Enrollment Form or otherwise authorized in writing by the other party. Each party will limit the disclosure of the other party’s Confidential Information to employees with a need to know and who have been advised of the confidential nature thereof. Each party shall be liable for any breach by any employee of the confidentiality obligations contained herein. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (i) give at least ten (10) days prior written notice of such disclosure to the other party; (ii) limit such disclosure to the extent possible; and (iii) make such disclosure only to the extent so required.

2. **PROPRIETARY RIGHTS.** The parties acknowledge and agree that: (a) ABB owns all right, title and interest in and to all ABB Confidential Information including, without limitation, the Work Product arising out of the Enrollment Form and all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto; and (b) Client owns all right, title and interest in and to all of Client’s Confidential Information including, without limitation, the patent, trademark, copyright, trade secret, and other intellectual property rights related thereto, as well as engagement-specific reports delivered by ABB hereunder, except with respect to the ABB Confidential Information or Work Product contained in such reports. “Work Product” means any expression of ABB’s findings, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, software, enhancements, modifications, interfaces, source code, object code, deliverables and other technical information. All Work Product, and all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto, is the property of ABB on creation and is licensed nonexclusively to Client, at no additional license fee, pursuant to the applicable Enrollment Form and subject to these Terms. To the extent Client acquires any rights in any Work Product, Client hereby assigns all such rights to ABB. Client shall give ABB all reasonable assistance and execute all documents necessary to assist or enable ABB to perfect, preserve, register and/or record such assignment and ABB’s right, title, and interest in and to any Work Product.

3. **WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.** ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED BY ABB INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ABB EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED UNDER THESE TERMS ARE NOT CONSIDERED ACCOUNTING SERVICES. UNDER NO CIRCUMSTANCES SHALL ABB BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL ABB BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY CLIENT TO ABB FOR THE SERVICES TO WHICH THE CLAIM RELATES.

4. **PAYMENTS.** Client shall pay to ABB the fees set forth in each Enrollment Form. Client shall also pay and/or reimburse ABB for all taxes based upon the fees in the Enrollment Form. ABB will invoice Client on the Enrollment Form Effective Date for all fees payable thereunder, which shall be due within thirty (30) days of the date set forth on each invoice. Any fees payable by Client hereunder that are not paid when due shall
accrue interest at a rate equal to the lesser of (i) 1.5% per month; or (ii) the maximum amount allowed by applicable law.

5. **INDEPENDENT CONTRACTOR.** ABB is acting only as an independent contractor in furnishing Services to Client under these Terms.

6. **GENERAL.** These Terms, together with the applicable Enrollment Form, shall be the complete agreement and understanding between the parties. No change, waiver or discharge will be valid unless in writing and signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced. These Terms shall be governed and construed in accordance with the laws of Japan without giving effect to its choice of law principles.