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

1. Definitions

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

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 Fees means the total fees paid annually for the Site Manager Service.

Deployment Minutes is 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 Site Manager Portal.

Downtime is the total number of Deployment Minutes during which a given Site Manager Service and/or the Site Manager Portal is unavailable in a given subscription year, according the Service Credit defined under clause 4.3. In case of Downtime, the Customer may request ABB to report the availability of the Services.

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 any single event, or any set of events, that result in Downtime.

Maximum Available Minutes is the total number of minutes during a subscription year during which the Site Manager Portal could be accessible.

Services means the services to be provided or to be made available to End Customer as described or referred to in an Order and the STC.

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

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

2. Scope

These STC are applicable to the use of the Site Manager Services listed in the ABB Site Manager-subscription offering: as listed here: <http://search.abb.com/library/Download.aspx?DocumentID=9AKK107991A1710&LanguageCode=en&DocumentPartId=&Action=Launch>

3. Product/Service description

A service description with the relevant features of the Site Manager Services is available at the following link: <http://search.abb.com/library/Download.aspx?DocumentID=9AKK107991A1710&LanguageCode=en&DocumentPartId=&Action=Launch>

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

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

4. Service Levels

4.1 Service Levels

If ABB does not achieve and maintain the Service Levels for a given Site Manager Service and/or Site Manager Portal then the 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 clause 4.2 below.

4.2 Service Credit requests

In order for ABB to consider a Service Credit request, Customer must submit the Service Credit request to customer support (see section 6) 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 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 Customer, ABB will deduct the Service Credit from Customer's Site Manager Service renewal purchase. In case Customer will not renew Site Manager service, ABB will issue a credit note within 60 days from the end of Site Manager Service validity.

4.3 Service Credits

Service Credits are Customer's sole and exclusive remedy for any performance or availability issues for any Site Manager Service or Site Manager Portal. 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 Service Fee for the applicable Site Manager Service, as determined by ABB in its 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.

ANNUAL UPTIME PERCENTAGE

< 90%

< 85 %

SERVICE CREDIT

10%

25%

5. Subscription License Renewal

The license period for a subscription license automatically renews for a successive 12 (twelve) month subscription period unless either party provides a termination notice to the other no less than sixty (60) days prior to the expiration of the then-current license period. For each annual term after the initial year, ABB will inform the Customer in writing about any changes in the annual fee at least ninety (90) before the renewal.

6. Support

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

7. Data export and retrieval

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

8. Term

Upon termination of this Agreement for any reason: Customer will immediately cease all use of the Site Manager Services.

ABB shall make Customer Data available to Customer upon or after termination of this Agreement only as specified in clause 7.

Fees are non-refundable. Any termination notice issued during the term but at least 90 days before the end of the current subscription period (see also section 5) will take effect to the end of the subscription period