Finder Program

By participating as a Finder in any Program which ABB Information Systems Ltd. (**ABB**) posts to the HackerOne Platform, you (**You** or the **Finder**) agree to the following terms and conditions.

Any capitalized terms not defined in this Program Policy have the meaning given to them in the HackerOne Finder Terms and Conditions (and the General Terms and Conditions referenced therein), both with the effective date as of June 1, 2020, understood that where Customer is used in these definitions, Customer shall be deemed to be ABB. To the extent of a conflict between this Program Policy and the Finder Terms and Conditions, this Program Policy shall prevail.

In case You detect any vulnerabilities of any products or services of ABB or its group companies that are not subject to a Program, please report such vulnerabilities by following the instructions provided in the given link: Cyber security alerts and notifications — ABB Group (global.abb).

1. Legal Terms

1.1. Finder Obligations

While participating in any Program by ABB, You warrant, represent and covenant

(a) to use reasonable skill and care in Your participation (including drafting and submitting any Finder Submissions);

(b) not to engage in any activity that would be disruptive, damaging or harmful to ABB or its affiliates (including its and their representatives, employees, customers or users) such as, without limitation, phishing, denial of service attacks or inserting or including any malicious code into the ABB systems, applications, software or infrastructure;

(c) to test vulnerabilities only against accounts that You own or accounts that You have permission from the account holder to test against;

(d) to comply with all applicable laws and regulations, including without limitation any export control laws and not to participate in the Program if You are a resident or individual located within a country appearing on the US, EU or Swiss sanctions lists or if You are listed in any of these;

(e) not to extract or otherwise process personal data (“processing” and “personal data” each as defined by applicable data protection laws), sensitive information (such as credentials) or content of any users on behalf of ABB or its affiliates; And in case of an event that such categories of data will be accessed by Finder, Finder should act accordingly to User Guidelines in p.2.1

1.2. Intellectual Property Rights and Indemnification

By making any Finder Submission available to ABB, You hereby grant to ABB a perpetual, irrevocable, non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, reproduce, display, modify, adapt, transmit, and distribute copies of that Finder Submission.

You hereby waive any moral rights in the Finder Submissions and, to the extent such waiver is prohibited by applicable laws, agree not to exercise any such rights against ABB or any of its affiliates or sublicensees (including its and their employees and representatives).

You warrant and represent that the supply and use of Finder Submissions and the license grant to ABB pursuant to this Section 1.2 does not infringe any intellectual property rights of a third party.

You shall indemnify and hold ABB and its affiliates harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with any alleged or actual infringement under any law, of any third party's intellectual property rights or other rights arising out of any Finder Submission or Your participation in any Program by ABB. Additionally, You shall, at no cost to ABB, (a) procure for ABB the right to continue to use the infringing Finder Submissions; or (b) modify or replace the infringing Finder Submission so that it becomes non-infringing. In case of an infringement of third party intellectual property rights by any of Your Finder Submissions or Your participation in any Program by ABB, ABB may, at its sole discretion, exclude You from participating in any future Program.

If you obtain or access any data or other information from or on behalf of ABB or any of its affiliates in the course of participating in the Program or otherwise in connection therewith, you may use such data and information solely to the extent as strictly necessary to participate in the Program in compliance with this Program Policy and until the Program is closed.

1.3. Confidentiality and Disclosure

You agree not to, at any time, disclose to any person technical or commercial knowhow, specifications, inventions, processes or initiatives or any other information or data relating to ABB or its business which are of a confidential nature and have been disclosed to You and any other confidential information You may obtain or access in connection with the Program. You must not use ABB's confidential information for any purpose other than the relevant Program by ABB and in accordance with this Program Policy.

You are not allowed to disclose any vulnerabilities detected during Your participation in the Program to any person other than HackerOne for the purpose of establishing Customer Reports in compliance with the HackerOne Platform's processes without ABB's prior written consent.

1.4. LIABILITY

THE LIMITATION OF LIABILITY IN THE HACKERONE GENERAL TERMS AND CONDITIONS WHICH EXCLUDES YOUR LIABILITY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES DOES NOT APPLY FOR: (i) DEATH OR PERSONAL INJURY; (ii) BREACHES OF THE PROVISIONS RELATING TO CONFIDENTIALITY OR DATA PROTECTION; (iii) GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUDULENT MISREPRESENTATION; AND (IV) THE INDEMNIFICATION OBLIGATIONS UNDER THIS PROGRAM POLICY.

2. Governing Law and Jurisdiction

Unless consumer protection or other mandatory applicable laws require otherwise, this Program Policy shall be governed by and construed in accordance with the laws of Switzerland under exclusion of its contract of law rules and the United Nations Convention on International Sale of Goods.

Any dispute arising in connection with this Program Policy which cannot be settled amicably shall be submitted for resolution to the jurisdiction of the competent courts at ABB’s place of registration.