
Special Terms and Conditions (STC) to ABB Ability™ Marketplace General Terms and Conditions (“Marketplace GTC”) and ABB Ability™ General Terms and Conditions (“Ability GTC”)

for

ABB Ability™ Backup Management for electrical systems – Data Care

1. Definitions and interpretations

All capitalized terms used in these STC shall have the meaning described in the GTC except where the context of these STC require otherwise.

1.1 Definitions

"ABB Platform" means ABB's and its Affiliates industrial internet platform which includes a cloud infrastructure upon or via which Data Care solutions (including all or part of the Services hereunder) operate;

"ABB Portal" means an online portal, accessible for the Customer, at the following web address: <https://protection.datacare.abb.com> or such other web address as may be notified to the Customer by ABB from time to time);

"ABB Device Data" means any information or data generated or gathered (whether automatically or not) by Data Care or ABB Software in connection with the Services hereunder and which relates to the operation and working of such devices, for example protection relays configuration settings;

"Customer Data" means (i) data owned or controlled by Customer that is provided to ABB or its Affiliates through or in connection with the use of the Services or Software, including any data collected in the Data Care, and any data manually entered into the Services or Software by or on behalf of the Customer; and (ii) data as described in (i) which is, however, provided by or on behalf of a third party user; excluding ABB Device Data;

"Data Care" means the ABB Ability Backup Management for electrical systems- Data Care subscription purchased by or provided to the Customer by ABB, its Affiliates or a third party pursuant to one or more separate arrangements, which generates or gathers data through embedded features or otherwise, where such data is accessed, stored or processed by the Services hereunder;

"Discloser" has the meaning set out in Section 11;

"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;

"Recipient" has the meaning set out in Section 11;

"Software" means ABB Software and Third Party Software;

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

2. Scope

These Special Terms and Conditions (STC) relate to the ABB Ability™ Backup Management for electrical systems – **Data Care**.

3. Product/Service description

ABB's advanced, web-based data-sharing and backup service – Data Care – allows sharing of technical information on protection and control relays throughout their entire life cycle. Relay configuration files, disturbance recordings, technical solutions, line diagrams and various related documents are accessible online, stored in a structured storage space.

Data Care is set up and administered by an Account Administrators as defined in the Subscription Roles below authorized by the Customer. The Account Administrators prepare the structure up to the substation level and grant access to Customer employees, ABB employees and subcontractors such as third-party service providers for as far as required. The authorized users can then freely add switchgears / bays / relays and upload / download configuration files, documents etc. into different nodes in the structure. The possibility to upload and download files and the user management interface is available at all times through the web portal. The storage servers are secured against attacks and backed up to prevent loss of data during server maintenance.

The Account Administrator rights to Data Care are provided exclusively to the named and registered employees of the Customer. The user who buys the Data Care subscription from Marketplace automatically acts as an Account Administrator for the purchased subscription. The Account Administrator privileges do not extend to subcontractors, third party engineering or service companies, or any other third parties. The third parties can be granted access to Data Care by Account Administrators. Sharing of logins and/or passwords is strictly prohibited and it is the sole responsibility of Customer to administer and control. Account Administrator grants access to ABB authorized personnel in the role of ABB Analyst to access the stored files with rights to read the content of all files. ABB Analysts as defined in the Subscription Roles below can provide Data Care related support to the Account Administrator. The user management feature is available in the Data Care account settings. After granting access, users will have the role ABB Analyst, Account Administrator, Engineer. All users under the license subscription are visible in user's list under User management menu.

In addition to the Account Administrator role, the Data Care service also contains an ABB Administrator role. The ABB Administrator rights to the Data Care are provided exclusively to a registered full time employee of ABB. The ABB Administrator role is not visible in the user's list and is not required to be granted access rights by the Account Administrator. The ABB Administrator has full access rights to read, monitor, access the content of all the data in Data Care. In addition, only the ABB Administrator can access special administrative tools that are required to be maintained for functioning of Data Care features. The ABB Administrator role is required to monitor and provide support to ABB Analysts with respect to Data Care accounts.

Main subscription roles and rights for the agreed service contract are the following:

Subscription roles	Subscription rights
ABB Analyst	ABB authorized employee in customer country assigned as Analyst who has the access rights concerning to following features in Data Care such as but not limited to, <ul style="list-style-type: none"> - Main page - Company information - Account license information - Graphical structure - License subscriptions - User management - Company management - Substation management - My relays - Upload file
Account Administrator	Customer authorized employee assigned as Account Administrator who has the access rights concerning to following features in Data Care such as, <ul style="list-style-type: none"> - Main page - Company information - Account license information - Graphical structure - License subscriptions - User management - Company management - Substation management - My relays - Upload file - Service request - Activity report - Recycle bin
Engineer (Customer company employees / Subcontractor employees)	Account Administrators' own company employee or customer authorized subcontractors' employee assigned as engineer who has the access rights concerning to following features in Data Care such as, <ul style="list-style-type: none"> - Main page - Company information - Graphical structure - Substation management - My relays - Upload file - Service request - Recycle bin

Support required in analyzing any of the technical data stored in Data Care is not included in the scope.

4. Service Level Objectives

- 4.1 Access to the Data Care application can be activated at: <https://protection.datacare.abb.com>
- 4.2 ABB may make any reasonable changes to the Services and/or change or remove features or functionality of the Services and/or the Software from time to time that (i) are necessary to comply with any applicable Laws or safety or security requirement; or (ii) do not materially adversely affect the nature or quality of the Services and/or the Software.
- 4.3 ABB may provide reports or access to data and reports as part of the Services. Reports are based on the Customer Data stored in Data Care. Such data is subject to availability while generating the report and may not fully accurately reflect the status of the complete data stored as on the date and time of the report generation. Accordingly, the reports may not fully accurately describe the status of the stored data and the actual operational data may differ from reports and the outcome of data analysis. The reports shall be used as a means of guidance and any decision based on the information provided in a report is taken at Customer's own risk.
- 4.4 Customer use of the Services and access to reports and data will require Customer to access Data Care with an Account Administrator Account.

5. Licensing Terms

- 5.1 ABB hereby grants to the Customer a non-exclusive, non-transferable license to use the Data Care Service for the period set out in the Order for the purposes of receiving the Services provided by ABB under the Contract.
- 5.2 The Customer shall have no right to access, copy, alter, make publicly available or in any other way exploit or use the ABB Software / services, including the source code of the ABB Software. The Customer shall have no right to remove or attempt to remove any Software that is embedded in the Data Care Service or to use such Software in any way separate from or unrelated to the Data Care Services. The Customer agrees that it shall not, except to the extent that such actions are explicitly permitted by mandatory applicable Laws, attempt to reverse compile, decompile, disassemble or reverse engineer the Software, nor shall it amalgamate, amend, incorporate, modify, reproduce or otherwise alter the same into or with any other software.
- 5.3 ABB may remotely install updates or upgrades to the Data Care application with or without notice to Customer. ABB may further recommend to Customer to install updates or upgrades to the Software as well as to Customer provided infrastructure or software. Updates or upgrades shall be governed by the terms and conditions of this Agreement 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 govern. Notwithstanding the foregoing, except to the extent specifically set out otherwise in the Contract, ABB is not obliged to provide any updates or upgrades to the Software.

- 5.4 Customer is solely responsible and liable for any Customer or Third Party Software that it connects to or otherwise uses with the Services and must comply with any third party terms and conditions, including any third party end-user license agreement relating to such Third Party Software. If Customer procures Third Party Software through ABB as specified in an Order, Customer must comply with any third party terms and conditions, including any third party end-user license agreement attached to or referred to in the Order relating to such Third Party Software.

6. ABB Portal Licensing Terms

The Customer's use of the Services or Software will require the Customer to establish an account on the ABB Portal. Failing to do so will not relieve the Customer of its obligation to make any payments to ABB in accordance with the Contract but will mean that the Customer is unable to receive the Services or Software.

7. Third party users

- 7.1 The Customer may (i) activate the Services; (ii) download or make the Software available; and/or (iii) establish access to the ABB Portal, on behalf of a third party (for example Customer's own customers) for purposes of including the Services into its own services to such third party. The right granted to such third party must be limited to a limited, internal, nontransferable, non-exclusive right to receive the Services, use the Software and access the ABB Portal solely for purposes of using the Data Care Service and subject to and in accordance with (a) the license and use terms and conditions of this Agreement, in particular Sections 5, 6, 8; and (b) the terms and conditions specified in the Order. The Customer shall be fully responsible and liable to ABB for all acts and omissions of such third party.
- 7.2 The Customer must ensure that it obtains all necessary rights and consents from the third party to permit ABB to share data as described in (ii) of the definition of "Customer Data" and as may be further described in the Order with the Customer.
- 7.3 The Customer must ensure that the third party (i) acknowledges and agrees to the Acceptable Use Policy and ABB's suspension rights in the GTC; and (ii) represents and warrants that it is not located in a country that is subject to a U.S. or other country government embargo, and that it is not listed on any U.S. or other country government list of prohibited or restricted parties.
- 7.4 The Customer acknowledges, and must ensure the third party acknowledges, that the respective agreement is solely between the Customer and the third party and that the third party is not a beneficiary of the Contract. The Customer shall ensure that the Customer is solely responsible towards the third party for addressing any claims, demands, losses, liabilities, damages, costs or expenses arising out of or in connection with the third party's use of the Services, the Software and/or the ABB Portal. The Customer shall defend ABB and indemnify and hold ABB harmless against any such claims, demands, losses, liabilities, damages, costs or expenses regardless whether based on contract, tort or otherwise.

7.5 Notwithstanding the foregoing, the Customer acknowledges that the third party will be obliged to accept separate terms and conditions (e.g. terms of use when registering an account on the ABB Portal) when accessing or using the Services, Software and/or ABB Portal. The third party's acceptance of such terms and conditions shall not relieve Customer from any of its obligations under the Contract.

8. Customer responsibilities

8.1 The Customer shall: (i) co-operate with ABB in all matters relating to the Services and/ or the Software; and (ii) provide ABB with such information and materials as ABB may reasonably require in order to provide the Services and/or the Software, and ensure that such information is accurate, timely and complete in all material respects.

8.2 The provision of Services requires and is based on the collection and processing of certain Customer Data and may require the establishment of a remote connection between the ABB Platform on one side and certain Customer systems on the other side. The Customer shall (i) establish and maintain such remote connection.

9. Subscription License Renewal

Except as otherwise set forth on an applicable Order, the license period for a paid subscription license terminates once the end date of Customer's paid subscription has been reached.

10. Data export and retrieval

- 10.1 Customer is responsible to export Customer Data prior to the effective date of expiration. After expiration of such period ABB may delete the Customer Data.
- 10.2 Where the Customer requires assistance to retrieve the Customer Data, ABB may agree to provide the Customer with additional assistance which shall be charged to the Customer on a time and materials basis at ABB's standard rates as in force at the time the assistance is to be provided or on such other rates as agreed between the parties.

11. Confidentiality

- 11.1 Each party agrees that it shall not at any time disclose to any person non-public technical or commercial knowhow, specifications, inventions, processes, source code, product plans, marketing plans or initiatives or any other information or data which are designated at the time of disclosure to the Recipient as confidential or are of a confidential nature and have been disclosed to such party (the "Recipient") by the other party (the "Discloser") or its agent and any other confidential information concerning Discloser's business or its products which the Recipient may obtain, except as permitted by Section 11.3.
- 11.2 Confidential information does not include any particular information that the Recipient can reasonably demonstrate (i) was in the possession of, or was rightfully known by, the Recipient without an obligation to maintain its confidentiality prior to receipt from the Discloser; (ii) was or has become generally available to the public other than as a result of disclosure by the Recipient or its agents; or (iii) was independently developed by the Recipient without use of or reference to any confidential information of the Discloser.
- 11.3 The Recipient may disclose the Discloser's confidential information (i) to such of its and its Affiliates employees, agents, professional advisers or subcontractors as need to know the same in connection with the Contract and provided the Recipient takes reasonable measures to ensure that such employees, agents or subcontractors comply with this Section 11; and (ii) as may be required by Laws, a court of competent jurisdiction or any governmental or regulatory authority, provided that the Recipient takes best efforts to limit such disclosure and to obtain confidential treatment or a protective order, notifies the Discloser (where legally permissible to do so) reasonably in advance to enable it to participate in such effort.
- 11.4 For 3 (three) years after the initial disclosure, the Recipient agrees to apply reasonable safeguards against the unauthorized disclosure of the Discloser's confidential information in accordance with good industry practice, or in the same manner and to the same degree that it protects its own confidential and proprietary information - whichever standard is higher.