
**SPECIAL TERMS AND CONDITIONS TO ABB ABILITY™ MARKETPLACE
GENERAL TERMS AND CONDITIONS (“MARKETPLACE GTC”) AND ABB
ABILITY™ GENERAL TERMS AND CONDITIONS (“ABILITY GTC”)
FOR THE FOLLOWING OFFERINGS OF THE ABB ABILITY™ BUILDING ECOSYSTEM
(BE):**

- **LICENSES FOR THE BUILDING EDGE CONTROL POWERED BY OPENBOS
INCL. ALL EMBEDDED APPLICATIONS AND**
- **SUBSCRIPTIONS FOR BE SPACE EFFICIENT – MEETING ROOMS
APPLICATION**

1. Definitions

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

“**ABB Product**” means the (hardware) product “Building Edge Control” (e. g. BECL/D.200.16 and other variants) running openBOS and all embedded applications, especially the **BE Space Efficient – Meeting Rooms Application**

“**BE**” means the ABB Ability™ Building Ecosystem

“**BE Space Efficient – Meeting Rooms**” and “**BE Space Efficient – Meeting Rooms Application**” means the Application for meeting rooms management, which is realized as a combination of an application running on the ABB Product and as an SaaS application in the Portal (combination of License and subscription required).

“**Engineering License**” has the meaning as described below in Section 3.3.

“**License**” has the meaning as described below in Section 3.1.

“**License Key**” has the meaning as described below in Section 3.4.

“**Portal**” means the ABB Ability™ portal for rendering of Services accessible via the link <https://buildings.ability.abb>

“**System Integrator**” means a company working for the owner of buildings in order to integrate various supplies and services, in particular to integrate the BE in the building.

“**You**”, “**your**” means a legal entity, company or organization being owner of buildings and using the Marketplace for purchasing of Services and/or receiving Services via the Portal or being System Integrator.

2. Scope

These STC cover Our openBOS and the BE Space Efficient – Meeting Rooms Application based on:

- (a) Licenses for the ABB Product powered by openBOS and
- (b) Subscription services for BE Space Efficient – Meeting Rooms Application

These STC apply to the licenses for the Building Edge Control powered by openBOS and subscriptions for BE Space Efficient – Meeting Rooms licenses.

The order of precedence of documents (items b. to c. becoming integral part of these terms) shall be as follows:

- a. The Order
- b. these STC
- c. the MARKETPLACE GTC or the ABILITY GTC.

3. Product/Service /license description

“BE Space Efficient – Meeting Rooms” is an Application for Meeting Rooms Management (<https://us.marketplace.ability.abb/en-US/apps/81625>), which is realized as a combination of an application running on the ABB Product Building Edge Control (<https://us.marketplace.ability.abb/en-US/apps/81624>) and as a SaaS application in the Portal (combination of License and subscription required). The BE Space Efficient – Meeting Rooms application makes use of the Portal to transmit technical data and store such data on the Portal (as a cloud).

3.1 Notwithstanding the time limited purchase of a subscription service for BE Space Efficient – Meeting Rooms Application we grant you a perpetual, non-exclusive, worldwide, non-transferrable and non-sublicensable license (“License”) to use the openBOS software and all applications, especially the “BE Space Efficient – Meeting Rooms”, embedded in the ABB Product.

Upon completing the purchase of a License Key, the specific License Key will be made available via the Portal of which the user will be made aware by an email. You are responsible that only You (and persons authorized by You) may have access to the License Key.

Once You have activated the License Key in the relevant section (display) of the ABB Product, you will be able to use the ABB Product accordingly.

Without the License, the subscription services cannot be used.

3.2 If in addition You purchase a subscription to use the BE Space Efficient – Meeting Rooms Application, delivered by the ABB Product and the Portal, such subscription is subject to the following terms and conditions:

- a) It applies for a 12 months term, calculated from first delivery of the License Key via the Portal; and
- b) It is non-exclusive, worldwide, non-transferrable and does not include the right to let the subscription services to third parties.

You are aware that upon termination of the Subscription services, You might have a limited use of the openBOS (Building Operation Systems), but no use of the BE Space Efficient – Meeting Rooms Application.

3.3 Engineering License

A System Integrator, for the time possessing the ABB Product for a customer’s project, shall be granted a free-of charge, non-exclusive, non-transferrable right to use the openBOS software and all applications, especially the “BE Space Efficient – Meeting Rooms”, embedded in the ABB Product,

which right does not include the right to grant sub-licenses (“Engineering License”). If You are using the Engineering License You will be able to use the ABB Product, Portal and BE Space Efficient – Meeting Rooms Application under the constraints of the Engineering license, i. e., only to the extent as deemed necessary by Us (as reflected in the documentation) to setup, configure and commission the ABB Product, Portal and BE Space Efficient - Meeting Rooms Application.

3.4. Pre-requisites for the BE Space Efficient – Meeting Rooms application are:

- a. ABB Product: The ABB Product contains software, which is workable by using a specific and unique code to be purchased via the Marketplace (“**License Key**”) as described in Section 0, 3.2 or the Engineering License as described in Section 3.3 AND
- b. Third-party products:
 - (a) LoRaWAN Gateway (Multi-Tech MTCAP-915-014A or similar)
 - (b) People Counting Sensor (Irisys IRC6637AW or similar)
 - (c) 7-in-1 Sensor (Decentlab DL-IAM or similar)
 - (d) Window Sensor (Radio Bridge RBS301-DWS-US or similar)
 - (e) Exterior T° Sensor (Radio Bridge RBS306-ATH-EXT-US or similar)

AND

- c. computer / laptop / tablet as standard office hardware products.

as described in the product description.

We will maintain compatibility between the ABB Product, the Portal, the BE Space Efficient – Meeting Rooms Application and other ABB software artefacts, only if these are running the latest available software version. It is up to You to keep all elements of the offering on the latest software version as provided by Us.

We reserve the right at any time to amend, modify, improve, or cease to sell the Services, the ABB Product, the Portal, the BE Space Efficient – Meeting Rooms Application and other ABB software artefacts.

4. Subscription License Renewal

Except as otherwise set forth on an applicable Order, the license period for a subscription license automatically renews for successive annual license periods unless either party provides notice to the other no less than ninety (90) days prior to the expiration of the then-current license period of its decision not to renew. Each renewal entitles Us to collect the payment due for the renewal via the payment details provided by You at the time of the first purchase of the subscription, save that in case payments are fully or partially not enforceable against You within a reasonable time period, We will be entitled to cancel the renewal of the subscription forthwith, to forbid Your use of the BE Space Efficient – Meeting Rooms Application and to bar your access to the Portal, provided this will not affect any other claims or rights which we have.

ABB may change the price, period, limit of users and/or any other content of the subscription plans at any time. Any change will be applicable in the new subscription plan and for the new plan purchased by Customer. In this case ABB will notify the Customer at least sixty (60) days prior to the automatic renewal of the subscription, informing the changes to the subscription plan. If Customer does not agree with the changes for the new and successive periods of the subscription plan, the

Customer must notify its rejection to ABB in writing no later than thirty (30) days prior to the expiration date. In such case, the Contract for the specific Services will be terminated, and the subscription plan will not be automatically renewed. By continuing to use the Portal and/or Service and/or Software despite of any change in subscription plan, Customer agrees with the changes and with the renewal of subscription plan.

5. Term and Termination

Upon termination of this Agreement for any reason, You shall immediately cease all use of the BE Space Efficient – Meeting Rooms solution and of the software on the ABB Product.

Fees are non-refundable.

6. Data export and data erasure

Your data deriving from the use of the BE Space Efficient application, which is stored on the Portal, will be stored for 3 years, as long as You own an applicable subscription. Data which is older than 3 years will be automatically erased. Upon effectiveness of any termination of a subscription all Your data stored the Portal and pertaining (only) to such subscription will be erased 90 days after the termination of the applicable subscription. If You enter a new License Key after such time You will have no access to the data deriving from the past.

The data in Your ABB Product cannot and will not be erased by Us.

If (i) required by law, and (ii) requested by You in writing or by an authorized third party claiming under law in writing and (iii) We are able to extract the data concerned, We will extract such data and transfer it to You or the authorized third party, as the case may be; provided that this shall not apply to the extent that You or the authorized third party are/is able to extract the data Yourself / itself.

All data relating to the Order(s) between Us and You (License and/or subscription) shall be unaffected and will be subject to the separate “Data Privacy for ABB Ability™ Building Ecosystem (BE)” (<https://search.abb.com/library/Download.aspx?DocumentID=9AKK108466A1074&LanguageCode=en&DocumentPartId=&Action=Launch>) and “ABB Ability™ Data Privacy Policy” (<https://search.abb.com/library/Download.aspx?DocumentID=9AKK107046A9717&LanguageCode=en&DocumentPartId=&Action=Launch>).