
SPECIAL TERMS AND CONDITIONS TO ABB ABILITY™ MARKETPLACE GENERAL TERMS AND CONDITIONS (“MARKETPLACE GTC”) AND ABB ABILITY™ GENERAL TERMS AND CONDITIONS (“ABILITY GTC”) FOR *ELECTRICAL DISTRIBUTION CONTROL SYSTEM (EDCS) SERVICES*

1. Definitions

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

Applicable EDCS Service Fees means the total fees paid annually for the EDCS Service by Customer. **Deployment Minutes** is the total number of minutes that a given EDCS Service and/or the EDCS Platform has been set to run during a billing year. Deployment Minutes are measured from the EDCS specific tenant for a plant that was created on the platform.

Downtime is the total number of Deployment Minutes during which a given EDCS Service and/or the EDCS Platform is unavailable in a given EDCS 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.

Annual Uptime Percentage: The Annual Uptime Percentage is calculated using the following formula: $\text{Annual Uptime \%} = ((\text{Maximum Available Minutes}) - (\text{Downtime})) / (\text{Maximum Available Minutes}) \times 100$

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.

EDCS means Electrical Distribution Control System

EDCS Platform a web interface provided by ABB, through which customers manage the EDCS Services and monitor their plant and assets.

EDCS Service means the service released on the EDCS Platform as described in these STC and listed in the ABB Ability EDCS subscription offering.

Maximum Available Minutes is the total number of minutes during a subscription year during which the EDCS Platform could be accessible.

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

Service Level defines how well both the EDCS Platform and/or a given EDCS Service needs to perform. The applicability of the Service Level for a given EDCS Services is detailed in the service description.

2. Scope

These STC are applicable to the use of the EDCS Services listed in the ABB Ability EDCS-subscription offering listed at the link <http://search.abb.com/library/Download.aspx?DocumentID=9AKK107492A1257&LanguageCode=en&DocumentPartId=&Action=Launch>

3. Product/Service description

A service description with the relevant features is available at the following link <http://search.abb.com/library/Download.aspx?DocumentID=9AKK107492A1257&LanguageCode=en&DocumentPartId=&Action=Launch>.

4. Service Levels

4.1 Service Levels

For EDCS Platform ABB provides an annual uptime SLA as described in 4.3.

If we do not achieve and maintain the Service Levels for a given EDCS Service and/or EDCS Platform you subscribed and purchased on the ABB Ability Marketplace, then you may be eligible for a credit related to the Downtime of the EDCS Service and/or EDCS Platform towards a portion of your Applicable EDCS Service Fee subject to the process described in 4.2 below.

4.2 Service Credit requests

In order for ABB to consider a Service Credit request, you must submit the Service Credit request to customer support 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 your 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, we must receive the request and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process Service Credit requests during the subsequent month and within forty-five (45) days of receipt. If we determine that a Service Credit is owed to you, we will deduct the Service Credit from your renewal Applicable EDCS Service Fees. In case you will not renew your EDCS service, ABB will issue a credit note within 60 days from the end of your EDCS Service validity.

4.3 Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any EDCS Service or EDCS Platform. You may not unilaterally offset your Applicable EDCS Service Fee for any performance or availability issues.

Service Credits apply only to fees paid for the specific EDCS Service or the EDCS Platform for which a Service Level has not been met.

In cases where Service Levels apply to a specific EDCS Service, Service Credits apply only to fees paid for the affected EDCS Service, as applicable.

The Service Credit will be based on the Applicable EDCS Service Fee for the applicable EDCS Service, as determined by us in our reasonable discretion.

The below mentioned Annual Uptime Percentage is referred both to the availability of the EDCS Platform and/or a given EDCS 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 ECDS Platform and/or Services, the Customer may request support to ABB through the following email address: it-ability.edcs@abb.com.

7. Data export and retrieval

Customer within six (6) months from the termination of the ECDS 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: (i) Customer will immediately cease all use of the ECDS services; and (ii) Customer will promptly delete and/or remove all copies of software made available by ABB, if any, from equipment, hardware and storage media within Customer's possession or control.

ABB shall make Customer Data available to Customer upon or after termination of this Agreement only as specified in clause 6.

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