ABB ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") applies to your access to and use of ABB's Ability™ portal, myABB portal any other ABB web portals ("ABB Portal") and/or any services that provide or include access to the internet or are provided over the internet or wireless data networks, including but not limited to ABB's industrial digital capabilities and solutions ("Digital Services") and applies to all users of, and visitors to, the ABB Portal and/or Digital Services and any terms between you and us that reference this AUP. The words 'you' or 'your' include individuals whether acting on their own behalf or on behalf of any other person or Company (to include any form of corporation, legal entity or undertaking). Where an individual is acting on behalf of anyone else or on behalf of a Company then this AUP shall apply to that other individual or Company as if that individual or Company acted on its own behalf.

Your use of the ABB Portal and/or Digital Services means that you accept, and agree to abide by, all the terms and policies in this AUP, which supplement our service specific terms of use and the terms of the agreement between you and us that reference this AUP.

1 Prohibited uses

You shall use the ABB Portal and Digital Services only for lawful purposes. You may not use, or facilitate or instruct others to use, the ABB Portal and Digital Services:

- In any way that breaches any applicable local, state, provincial, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm others, including minors, or our operations, in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In a way that could harm the ABB Portal, any underlying infrastructure and/or Digital Services or impair other persons use of it.
- In any application or situation where failure of the ABB Portal and/or Digital Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

You also agree:

- Not to, or attempt to, access without authority, interfere with, damage or disrupt, or to violate, or attempt to violate the security or integrity, of any of the following:
    - any part of the ABB Portal and/or Digital Services;
    - any equipment, infrastructure or network on which the ABB Portal and/or Digital Services is stored;
    - any software used in the provision of the ABB Portal and/or Digital Services;
    - any equipment, infrastructure or network or software owned or used by any third party; or
    - the proper functioning of any of the above.
- Not to monitor data or traffic on the ABB Portal without our explicit permission.

2 Interactive services

We may from time to time provide interactive services on the ABB Portal or as part of a Digital Solution, including, without limitation:

- Chat rooms;
- Bulletin boards ("**Interactive Services"**).

Where we do provide any Interactive Service, we will inform you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

In addition, we may oversee or monitor content of any Contributions (as defined below) and activity as necessary to comply with applicable laws, regulations or governmental or judicial requests; or to protect the ABB Portal, the Digital Services and our customers. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide on the ABB Portal or as part of the Digital Services, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

3 Content standards

These content standards apply to any and all material which you contribute to our site ("**Contributions"**), and to any Interactive Services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).

- Be genuinely held (where they state opinions).
- Comply with applicable law in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person or Company or other legal entity.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any intellectual property right of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse, invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) intellectual property right infringement, violation of privacy rights or computer misuse.

4 Suspension, termination and enforcement

We will determine, in our discretion, whether there has been a breach of this AUP through your use of the ABB Portal or any Digital Services. When a breach of this AUP has occurred, we may take such action as we deem appropriate.

Failure to comply with this AUP constitutes a material breach of the agreement upon which you are permitted to use the ABB Portal or any Digital Services that reference this AUP, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the ABB Portal and/or any Digital Services.

- Immediate, temporary or permanent suspension of your access to the ABB Portal and/or any Digital Services.
- Termination of the Digital Services.
- Immediate, temporary or permanent modification or removal of any Contribution, posting or material uploaded by you.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Investigation of the breach, including in co-operation with third parties.
- Reporting and disclosure of any unlawful or fraudulent activity to law enforcement authorities as we reasonably feel is necessary. Such reporting and disclosure may include information about you and your use of the ABB Portal and/or any Digital Services.

We, in our reasonable discretion, may provide you with a notice of an AUP breach via e-mail or otherwise allowing you to promptly correct such breach. However, we may suspend your access to the ABB Portal and or any Digital Service immediately and without notice in response to a court order, a government notice that certain conduct must be stopped or when we reasonably determine, that

- your conduct may violate any applicable law or regulation;
- exposes us to any legal action, sanctions or liability; or
- otherwise causes, or creates an immediate risk to cause, harm to us, the ABB Portal, the underlying infrastructure and its operation, the Digital Services or to our customers.

We exclude liability for actions taken in response to breaches of this AUP. The responses described in this AUP are not limited, and we may take any other action we reasonably deem appropriate.

5 Incident reporting

Should you become aware of any act or omission which contravenes this AUP (whether committed by you or by someone on your behalf) you shall immediately notify of such contravention giving us such details as are reasonably required to permit us to evaluate the nature of the contravention and to take any action which we determine in our absolute discretion.

6 Changes to the AUP

We may revise this AUP at any time. In case of significant changes that may affect the usage of the ABB Portal or Digital Services, we will notify you of such changes or a new AUP or publish such changes contained in a new version of the AUP on www.abb.com. Your further access to or use of the Portal and/or Digital Service(s) after you are notified of the changes to the AUP or these are posted shall constitute acceptance of any changed or additional terms.