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## **SPECIAL TERMS AND CONDITIONS TO ABB ABILITY™ GENERAL TERMS AND CONDITIONS (“ABILITY GTC”) FOR *ABB ABILITY™ CONNECTED SERVICES***

### **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 Ability™"** is a trademark of ABB Asea Brown Boveri Ltd which is associated with ABB and its Affiliates unified, cross-industry, digital capability and solutions;

**"Your Content"** means any information, data and material that we measure or that is provided by or on behalf of you through or in connection with our provision or your use of the Services or Software, including, for the avoidance of doubt, third party information, data and material that is provided by or on behalf of you and any data collected by the Robot or any other device connected to a Robot or edge device; Your Content excludes ABB Device Data;

**"Robot"** means the ABB robot purchased by or provided to the Customer by ABB, or its Affiliates pursuant to one or more separate arrangements, which generates or gathers data through embedded devices or otherwise, where such data is accessed, stored or processed by the Services hereunder;

**"Service Description"** means the documents describing and specifying the Services which are referenced in the Order or as set forth at <https://new.abb.com/products/robotics/service/connected-services> as amended from time to time.

### **2. Scope**

These Special Terms and Conditions (STC) relate to the ABB Ability™ Connected Services.

### **3. Service Description**

ABB Ability™ Connected Services is a cloud-based service suite that lets users remotely monitor, troubleshoot and optimize Robot fleets.

The Service documentation on the features and functionality can be found at:

<https://new.abb.com/products/robotics/service/connected-services>

### **4. Service Levels**

4.1 ABB may provide reports or access to dashboards and reports as part of the Services. Reports are based on Your Content as collected by Robots, any other device connected to a Robot, or edge device, and provided to ABB. Such data is subject to measurement tolerance and may not fully accurately reflect the status of the Robot. Accordingly, the reports may not fully accurately describe the status of the Robot and the actual operational performance may differ from reports and the outcome of data analysis. The reports shall be used as a mean of guidance and any decision based on the information provided in a report is taken at Customer's own risk.

4.2 Customer use of the Services and access to reports and data may require Customer to download an app from app stores, such as Apple's App Store or Google Play. Both the app and the app stores have their own terms of use. Those terms must be accepted by the Customer when downloading and opening the app for the first time.

## **5. Licensing Terms**

5.1 ABB hereby grants to the Customer a non-exclusive, non-transferable, limited and revocable license to use the ABB Software for the Service period set out in the Order for the purposes of receiving the Services provided by ABB under the Order.

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, including the source code of the ABB Software. The Customer will have no right to remove or attempt to remove any Software that is embedded in the Robot or another ABB equipment associated to the Robot or to use such Software in any way separate from or unrelated to the 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 Software 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.

5.4 To the extent permitted by applicable Laws, The Customer is solely responsible and liable for any Customer or Third Party Software that you connect to or otherwise use with the Services and the Customer must comply with any Third Party Software terms and conditions, including any third party end-user license agreement relating to such Third Party Software. If the Customer procures Third Party Software through ABB as specified in the Contract, the 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 Contract relating to such Third Party Software.

## **6. Subscription License Term and Renewal**

6.1 Except as otherwise set forth in the applicable Order, the license period for a prepaid subscription license is one year and it will remain in effect until the expiration once the end date of Customer's prepaid subscription has been reached, termination, or renewal of your subscription, whichever is earliest terminates.

6.2 You may choose to have a subscription renewal or terminate upon expiration of the term. Upon renewal of your subscription, the existing Contract will terminate, and your subscription will thereafter be governed, by the terms and conditions set forth in the Contract on the date on which your subscription is renewed.