



TERMS AND CONDITIONS

INTRODUCTION

This user agreement ("User Agreement") contains the terms and conditions that govern your access to and use of myABB business portal including the services and tools enabled to you ("myABB business portal"). The User Agreement is between ABB Information Systems Ltd, a company incorporated in Switzerland with registration number CHE-104.827.325, whose registered office is at Affolternstrasse 44, 8050 Zurich, Switzerland ("ABB" or "we") and you or the company on which behalf you accept the terms and conditions of this User Agreement.

By entering into this User Agreement you (i) represent and warrant that you are entitled to and that no other person is accepting this User Agreement on your behalf and (ii) accept its terms and conditions and your responsibilities in all aspects relating to your use of the myABB business portal. If you wish to use the myABB business portal as an employee, contractor or other representative of a company or similar entity, you represent and warrant that you have the right and authority to bind that entity.

To agree to these terms and conditions, click "agree". If you do not agree to these terms and conditions, click "reject" and do not use the myABB business portal. This User Agreement becomes effective when you click "agree" and/or use the myABB business portal.

SERVICE/S IN SCOPE

This User Agreement covers your access to and use of the myABB business portal. Certain services and/or software may be provided to you under additional or separate specific terms and conditions, as described with regard to the specific service and/or software. In the event of a conflict between this User Agreement and any additional or separate terms and conditions, the additional or separate terms and conditions will prevail with respect to that specific service and/or software.

We may change or discontinue any of the services or change or remove features or functionality from time to time. We will notify you of any material change to or discontinuation of the service. If such a change has a material adverse effect on your use of the services, you may notify us in writing and we may provide you resolutions or work-arounds. If we are unable to provide you with a resolution or work-around within a reasonable time, you may terminate this User Agreement by written notice.

YOUR RIGHT TO USE THE MYABB BUSINESS PORTAL

Subject to the restrictions and exclusions set out in this User Agreement, you may access and use the myABB business portal in accordance with this User Agreement for your own internal use or the internal use of your company.

RESTRICTIONS TO USE THE MYABB BUSINESS PORTAL

You shall not (i) (except as expressly permitted in this User Agreement) license, sublicense, sell, resell, transfer, assign, distribute, disclose, or otherwise commercially exploit or make available to any third party in any manner the myABB business portal (including but not limited to, for the avoidance of doubt, all services, tools, software, materials and content provided as part of the myABB business portal) in any way; (ii) modify, tamper with, repair or make derivative works based upon the myABB business portal; (iii) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the myABB business portal (except to the extent that applicable law prohibits reverse engineering restrictions), or copy any ideas, features, functions or graphics of the myABB business portal; (iv) access or use the myABB business portal in a way intended to avoid incurring fees or exceeding usage limits or quotas or to circumvent or render inoperative any usage restriction features contained in the myABB business portal; (v) sell, rent, or lease the myABB business portal or otherwise make it available as a commercial product or service; and/or (vi) remove, obscure, alter, or move ABB's and its licensors' proprietary notices.

ABB'S INTELLECTUAL PROPERTY RIGHTS

All right, title and interest, including all intellectual and industrial property rights, such as copyrights, trademarks, design rights, trade secrets and patent rights, in and to the myABB business portal (including but not limited to, for the avoidance of doubt, all services, tools, software, materials and content provided as part of the myABB business portal) are and remain exclusively the property of ABB or its licensors. You shall have no rights in and to the myABB business portal other than those expressly granted pursuant this User Agreement and neither you nor your company may use the myABB business portal other than expressly permitted by this User Agreement.

YOUR CONTENT/FEEDBACK

As between you and ABB, you own all rights, title and interest in and to all data, information or materials provided or submitted by you to the myABB business portal in the course of its use ("Your Content"). Your Content is deemed confidential information under this User Agreement. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Your Content. You will maintain appropriate security and back-up measures to protect and ensure the availability of Your Content. You agree to (i) ABB's, its affiliates and subcontractor's use of Your Content to provide the myABB business portal to you and (ii) ABB's disclosure of Your Content to its affiliates and subcontractors for the sole purpose of providing the myABB business portal to you. In addition, ABB may disclose Your Content to comply with requests of governmental or regulatory bodies. ABB, its affiliates and subcontractors may further use and incorporate into its services any recommendation, improvement, suggestion or other feedback provided by you relating to the services without any restrictions. In addition, ABB and its affiliates may use information and data generated by your use of

the myABB business portal to provide, maintain, protect and enhance the services and to develop new services and products.

LINK TO THIRD PARTY WEBSITES

Links in the myABB business platform may re-direct you to other web sites. Linked sites are not under the control of ABB and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The existence of any link on the myABB business platform does not imply endorsement by us or any other entity of the ABB group. You will need to make your own independent judgment regarding your interaction with any third party sites, including the purchase and use of any products or services accessible through them. You will comply with the terms of use of any such third party sites.

AVAILABILITY

ABB uses commercially reasonable efforts to provide 24/7 availability of the myABB business portal except during planned maintenance windows. ABB will publish planned and scheduled application maintenance windows as system notification in advance, excluding infrastructure maintenance which usually takes place once per month on Saturdays and/or Sundays.

YOUR ACCOUNT

The myABB business portal requires you to create a user account or ABB or a Non-ABB Super User creates an account on your request. For purposes of administering your user account, you will be required to provide your business contact information and business details. You will be held responsible for any and all activities that occur under your account. You agree to (i) use your account for purpose of using the myABB business portal for your own internal use or the internal use of your company only; (ii) only use your account access in line with the authority you are given within your company and after you have been sufficiently trained to use the services by your local ABB user administrator, sales contact and/or the Non-ABB Super User within your company; (iii) generally act appropriately when using the myABB business portal, including but not limited to complying with Section 4.2 of the [ABB General Terms and Conditions of Use](#) of the ABB website; (iv) immediately inform your local ABB user administrator or the Non-ABB Super User within your company in case such a person is appointed in your company if and when you change your role within your company or if and when you change company; (v) keep accounts and credentials (e.g. username, passwords, certificates, keys) confidential and (vi) notify us immediately of any attempted or actual unauthorized use of your account or any other attempted or actual breach of security that you discover.

You may not use another user's account or credentials. ABB shall not be liable for any loss that you may incur as a result of (i) your use, (ii) someone else's use, of your account or credentials, or (iii) your use of someone else's account or credentials. You will be held responsible for losses suffered by ABB or any other user of the myABB business portal due to unauthorized use of your account or credentials as a result of your failing to keep your account information and credentials confidential.

ABB may remove or change Your Content and/or temporarily or permanently suspend or revoke your or a user's account in full or in part if ABB determines in its reasonable

discretion that (i) Your Content and/or your or a user's use of the myABB business portal is in breach of this User Agreement or any related documents, other terms and conditions applying to a specific separate service or any applicable law or regulation; or has or may have an adverse effect on the myABB business portal, its security or on third parties using the myABB business portal; or (ii) providing the myABB business portal is impractical or impossible due to applicable law, regulatory requirements or a binding order of a court or administrative entity. Notwithstanding the foregoing, ABB uses commercially reasonable effort to notify you of any such action reasonably in advance to the extent such notification is practical and permitted.

CONFIDENTIALITY

In the course of your use of the myABB business platform each party may get access to information of the other party that is designated as confidential or proprietary or that reasonably should be understood to be confidential or proprietary ("Confidential Information"). Confidential Information shall not include any information that: (i) is or becomes generally known to the public other than as result of a breach of these confidentiality obligations; (ii) which is already in the possession of the receiving party without restriction prior to any disclosure hereunder; (iii) was independently developed by the receiving party without use of Confidential Information of the disclosing party; or (iv) is received from a third party without breach of any obligation owed to the disclosing party.

The receiving party shall protect the disclosing party's Confidential Information from unauthorized disclosure or use in the same manner that it protects its own proprietary and confidential information of similar nature (but in no event using less than reasonable care) and shall not use it for any purpose or disclose it to any third party other than specified or permitted in this User Agreement or, to the extent applicable, in separate terms and conditions agreed for specific separate services. You acknowledge that ABB may disclose Confidential Information to its affiliates and subcontractors as well as to their respective employees and contractors to the extent they (i) have a need to know such Confidential Information for carrying out the purpose of this User Agreement or a separate agreement and (ii) are subject to confidentiality terms which are at least equivalent to the terms in this User Agreement.

Notwithstanding the foregoing, ABB may use and disclose your information and other data and metrics related to your use of the myABB business platform in an aggregate and anonymous manner provided such use and disclosure does not result in disclosure of your Confidential Information.

The receiving party may disclose the disclosing party's Confidential Information if compelled by law or the order of a competent court or administrative authority. In such case, it shall (to the extent legally permitted) provide the disclosing party with prior notice of such compelled disclosure.

DATA PRIVACY

ABB considers privacy an important issue, so we build and operate our web services with the protection of privacy taken into account and we take appropriate measures to protect Your Content within the myABB business portal against unauthorized access, alteration, disclosure or destruction. You agree to ABB gathering, processing and sharing personally identifying information in accordance with the [ABB Cookies and Privacy Policy](#).

DISCLAIMER

Except to the extent specified in this User Agreement, myABB business portal and its contents are provided on a "as-is" and "as available" basis. Any use of the myABB business portal is conducted at your own risk. We are not responsible or liable to you in any way as a result of any incorrect or inaccurate information you provide to us. All information provided on myABB business portal is subject to change without notice.

TO THE FULLEST EXTENT PERMITTED BY LAW, ABB, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH myABB business portal (INCLUDING ITS CONTENT) AND YOUR USE THEREOF. ABB MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED OR THE CONTENT OF ANY LINKED SITES IN ADDITION, ABB ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE myABB business portal, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER CONTRIBUTION MADE AVAILABLE VIA THE myABB business portal. FURTHERMORE, WE MAKE NO WARRANTY OR REPRESENTATION THAT WE WILL BE ABLE TO DETECT OR BLOCK ALL CYBER ATTACKS.

LIABILITY

YOU AGREE THAT RELATED TO THE USE OF THE myABB business portal, YOUR SOLE AND EXCLUSIVE REMEDY TOWARDS US OR ANY LEGAL ENTITY OF THE ABB GROUP IS YOUR RIGHT TO AT ANY TIME (I) NOTIFY US IN WRITING ABOUT YOUR DISSATISFACTION WITH THE myABB business portal, AND/OR (II) TO CEASE USING THE myABB business portal. YOU HEREBY WAIVE THE RIGHT TO ANY AND ALL OTHER REMEDIES.

IN NO EVENT WILL WE ACCEPT ANY LIABILITY TO ANY PARTY, WHETHER IN CONTRACT, UNDER STATUTE, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR HOWSOEVER OTHERWISE ARISING AND WHATEVER THE CAUSE THEREOF, FOR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER FOR ANY USE OR INABILITY TO USE THE myABB business portal OR ANY OF ITS CONTENTS, INCLUDING, BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF POWER, LOSS

OF PRODUCTION, LOSS OF PROGRAMS OR OTHER DATA OR OTHERWISE, COSTS OF CAPITAL, COSTS OF REPLACEMENT POWER, OR ANY ECONOMIC OR FINANCIAL LOSS.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS USER AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, OUR AGGREGATE LIABILITY TO YOU FOR ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS USER AGREEMENT OR YOUR USE OF THE myABB business portal OR ANY CONTENT THEREIN, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, WARRANTY (EXCEPT ONLY WARRANTY AS TO TITLE) OR REPRESENTATION SHALL BE LIMITED TO US\$100.00, NOTHING IN THIS USER AGREEMENT SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (I) DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; AND (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY SWISS LAW.

INDEMNIFICATION

You agree to indemnify and hold all legal entities of the ABB Group and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal costs) made by a third party due to or arising out of or related to your use of the myABB business portal, including your posting, uploading, inputting or submitting of contributions, or your violation of this User Agreement or your violation of any laws, regulations or third party rights.

TERMINATION

Either party may terminate this User Agreement by written notice with immediate effect for cause in case of a material breach of this User Agreement which cannot be cured, or after a reasonable cure period of not more than thirty (30) days if the material breach is capable of being cured but has not been cured within the cure period.

In addition, ABB may terminate this User Agreement by written notice with immediate effect for cause in case of (i) your use of the myABB business portal in violation of this User Agreement; (ii) full or partial suspension of your account; (iii) your breach of this User Agreement that creates a security risk for the myABB business portal or any third parties using the myABB business portal; (iv) any legal or regulatory requirements that would render the provision of the myABB business platform illegal, impractical or commercially not feasible; (v) any event that is beyond ABB's reasonable control and (vi) your non-acceptance of updated terms and conditions.

CHANGES

This User Agreement may be modified, changed or amended from time to time. Any such change will be subject to notification. New or updated User Agreement will be released for individual acceptance upon next application login. New published User Agreement will have to be accepted by you in order to be able to continue using the myABB business platform.

GOVERNING LAW AND JURISDICTION

This User Agreement shall be governed by the laws of Switzerland, excluding its conflict of law rules and the United Nations Convention on International Sale of Goods.

In case of a dispute between the parties in connection with this User Agreement, the dispute shall be subject to the exclusive jurisdiction of the competent court of Zurich, Switzerland.

NOTICE

Notice to you: Either by posting a message to your account on the myABB business portal or sending you an email to the address you have specified on the myABB business portal.

Notice to us: By sending a written notice to your local ABB business contact or to ABB Information Systems Ltd, myABB business portal, Affolternsstrasse 44, 8050 Zurich, Switzerland, or by sending an email to the address specified below under section "Questions".

MISCELLANEOUS

Each party agrees to comply with all applicable export and import laws and regulations including those of the United States. You acknowledge that ABB uses global resources worldwide to provide the myABB business portal and you represent and warrant that access to your data and information by us, our affiliates or our subcontractors personnel will not require an export license and that your content is not restricted from export as set out in this User Agreement. You are solely responsible for the way you are using the myABB business portal. Notwithstanding the foregoing, the myABB business portal may not directly or indirectly be used in connection with the design, production, storage or use of chemical, biological or nuclear weapons or transport systems and the myABB business portal may not be used for military or nuclear applications without our prior written permission.

We are excused from performance of our obligations and we will not be liable for any non-performance if and to the extent the performance is prevented or delayed to a cause or event beyond our reasonable control, including but not limited to earthquake, storms or other elements of nature, war, acts of terrorism, riots, embargoes, blockages, acts of governments, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures.

Other than our right to assign this User Agreement to one of our affiliates or in the course of a divestiture or reorganization, this User Agreement may not be assigned to a third party without the other party's prior written consent.

Except as explicitly stated otherwise in this User Agreement, the failure of either party to enforce any provision of this User Agreement or the failure of a party to exercise any right or remedy to which it is entitled under this User Agreement shall not constitute a waiver thereof and no waiver of any default shall constitute a waiver of any subsequent default.

If any provision of this User Agreement is declared invalid, illegal or non-enforceable in any respect, the validity, legality and enforceability of the remainder of this User Agreement shall not be affected and the invalid, illegal or non-enforceable provision shall be replaced by a valid, legal and enforceable provision that achieves, as nearly as possible, the original intention of the parties.

We may use affiliates and third parties for providing the myABB business portal subject to ABB procuring that such affiliates and third parties comply with substantially similar confidentiality and security terms as we are obliged to comply in accordance with this User Agreement. The license rights provided by you to us according in accordance with this User Agreement shall also apply to our affiliates and the subcontractors to the extent required to provide the myABB business portal, as determined by ABB.

The relationship of the parties is a relationship of independent contractors and not one of partnership.

This User Agreement does not create and third party beneficiary rights for any person or entity that is not a party to this User Agreement.

This User Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof as of the effective date and supersedes all prior other contracts, prior correspondence, advertisement, whether written or oral, with respect to the subject matter contained in this User Agreement.

GENERAL TERMS AND CONDITIONS/PRIVACY

In addition, the [ABB General Terms and Conditions of Use](#) for ABB's public web as set out in the Provider Information/Impressum, including the [ABB Cookies and Privacy Policy](#) applies and you agree to be bound by them.

QUESTIONS/NOTICES

If you have any questions please contact our service & application team

Contact information:

email: abbglobalservicedesk@abb.com