

ABB E-MOBILITY: PORTAL USER TERMS OF SERVICE

These Terms of Service apply to all use of ABB E-mobility's ("Seller") Portals by any authorized third parties ("User(s)"). By using any of these Portals, Users agree that these Terms of Service constitute a legally binding agreement between the Parties. All rights and obligations arising from any other executed agreements between the Parties shall remain governed by them, except where inconsistent with these Terms.

Seller's Portals serve as a digital platform, developed to facilitate easier User access to account creation services, Seller's applications, product and service information, amongst other features ("Portal Services").

ARTICLE 1: DEFINITIONS

1.1 Account means the registration of User on the Portals, which is accessible by User and the Authorized Users with the Logon Details.

1.2 Authorized User means (i) any employee of User who is legitimately authorized by User (via User's Account) to access and use the Portals for User's internal business purposes and/or (ii) any other natural person or legal entity where User has provided notice, and Seller has agreed in writing.

1.3 User Data means any data made available by User to Seller in connection with the Portals to the extent it is stored in the Portals. User Data does not include Seller Generated Data.

1.4 Documentation means the (end-user) technical or supporting documentation, designs, manufacturing drawings, proof of concepts, or other know-how provided with or made available to User in relation to the Portals.

1.5 Logon Details means any (combination of) information used to gain access to the Portals, including without limitation User and Authorized User identifiers, passwords, and other access credentials (such as API keys, authentication tokens and two-factor authentication codes).

1.6 Release means a modified (a limited improvement or extension of the existing functionality has taken place) or successive (largely new or modified functionalities, made available under their original name or a new name) version of (certain parts or functionalities of) the Portals.

1.7 Fee means fees payable by User for the use of the Portals during the Term, which may be waived at the sole discretion of Seller.

1.8 Seller means the ABB E-mobility legal entity with which the User has already executed any underlying agreements governing the purchase, sale, resale, distribution, marketing or servicing of Seller's Equipment and/or Services.

1.9 Seller Generated Data means Seller's software, Seller's Intellectual Property, Seller's Confidential Information relating to the operation and working of the Equipment and any data in whatever form generated or created by Seller in connection with any executed Agreement, and User or its Authorized User's use of the Portals.

1.10 Term means the period during which User is granted access to the Portals specified in a relevant purchase order or in the event there is no purchase order, the period during which Seller makes a subscription available to User or Authorized Users at Seller's discretion. Term shall also include any renewal periods agreed in writing between User and Seller. In the event the Term expires but User or Authorized User continues to access the Portals, such further use shall, at all times, be governed by these Terms of Service.

1.11 Third Party Software means any computer program (which may include mobile applications), including proprietary, freeware and open-source software, that is either licensed (i) to us by a third party, identified in an Order as Third-Party Software for use as part of the Portals under separate terms and conditions, or (ii) by you from third parties.

ARTICLE 2: USE RIGHTS AND OBLIGATIONS

2.1 Seller grants User a non-exclusive, non-transferable, revocable, without the right to sublicense, right to access and use the Portals, and to allow Authorized Users to do the same, for internal business operations and managing selected elements of the marketing, sales and/or service processes.

2.2 User agrees to:

- use the Portals according to these Terms, any applicable Agreement, and all applicable laws and regulations;
- not make the software available to unauthorized users;
- not conduct security audits without prior written authorization including but not limited to penetration testing or network probing.
- not store or transmit malicious code or other files that may affect the operation of (any part of) the Portals;
- not remove, obscure, alter, or move Seller's and licensors' proprietary notices;
- maintain all responsibility for determining whether the Portal Services or the information generated thereby is accurate or sufficient for its purposes.

- not abuse, or fraudulently or negligently use (any part of) the Portals (including by any modification, publication, dissemination or transmission of any written, visual or other material provided by Seller);
- not knowingly store, publish, disseminate, distribute or transmit via the Portals any material which is unlawful, threatening, defamatory, obscene, infringing, harassing or racially/ethnically offensive;
- not use all or any part of the Portals and Documentation in order to build a product or service which competes with the Portals;
- keep Logon Details confidential and Logon Details that are allocated to a specified Authorized User are only used by such User ensure that all information and User Data submitted and used in relation to the Account is and remains accurate, current, and complete; or
- notify Seller of any security incidents.

2.3 User shall be liable to Seller for all acts and omissions of any person accessing the Portals using User's or its Authorized Users' access credentials, regardless of whether that person is an Authorized User themselves.

2.4 User agrees that Seller shall be entitled to monitor User's and Authorized User's usage of (any part of) of the Portals and compliance with these Terms of Service.

2.5 User shall be solely responsible for maintaining and regularly updating its list of Authorized Users who are permitted to access and use the Portals. This includes, but is not limited to, ensuring that (i) only individuals with current authorization are granted access, (ii) access rights are promptly revoked for individuals who are no longer authorized (e.g., due to termination of employment or role changes), and (iii) all Authorized Users comply with the terms of this Agreement. Seller shall not be liable for any unauthorized access or use of the Portals from the User's failure to properly manage its list of Authorized Users.

2.6 User agrees that Seller may, without any liability in this regard, suspend or terminate the Account and/or access to (a part of) the Portals or remove User Data in whole or in part if Seller determines that: (i) User and/or Authorized User has breached any of its obligations (including late payment of any Fee) under these Terms of Service, including the acceptable use limitations set out in Articles 2.1 and 2.2; or (ii) suspension or termination is necessary to prevent harm or liability to other clients or third parties, or (iii) to preserve the security, stability, availability or integrity of (a part of) the Portals.

ARTICLE 3: CHANGES

3.1 Seller may change the software without materially affecting its nature, quality, or security. If changes materially affect the software, User can terminate the affected software within 30 days and if it has paid a Fee, receive a pro-rata refund.

ARTICLE 4: USE OF THIRD-PARTY SOFTWARE OR CONTENT

4.1 User agrees that using any Third-Party Software or content with the Portals is at their own risk unless explicitly agreed otherwise. Seller does not control or take responsibility for Third Party Software or User Data and makes no warranties regarding them. User must assess and monitor the appropriateness of such software or content and obtain and maintain all necessary licenses, permissions, filings and consents (which shall include consent of individuals where User provides personal data to Seller) which may be required regarding User Data or Third Party Software. User waives any claims against Seller related to Third Party Software or content and agrees that Seller excludes all liabilities to the maximum extent permitted by law.

4.2 Unless otherwise agreed by Seller, User is responsible for procuring and maintaining any Third-Party Software, hardware, and internet connectivity needed to access and use the Portals.

ARTICLE 5: SECURITY AND COMPLIANCE

5.1 Seller will maintain reasonable security measures to protect User Data from unauthorized disclosure and modification.

5.2 User must provide sufficient details in response to Seller's information and cyber security due diligence. Seller reserves the right to decline the provision of Portal services if User fails to participate in such due diligence or if Seller deems that User does not have sufficient information and cyber security controls.

5.3 User is responsible for securing their connection to the software and must inform Seller of any security incidents.

5.4 If User or Authorized User fails to fulfil its security or notification obligations, resulting in a security incident, User accepts full and unlimited liability for any claims, damages and losses suffered by Seller.

5.5 The parties undertake to carry out any processing of any personal data exclusively in accordance with the applicable data protection regulations. The Parties also agree to cooperate with and sign any mutually agreed upon necessary data privacy amendment in a reasonable and timely manner.

ARTICLE 6: DATA OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 User retains ownership of all User Data, including but not limited to User's pre-existing intellectual property. User grants Seller a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, store, reproduce and modify User Data as necessary to provide, maintain, and improve the Portals, address security issues, develop new services, for statistical purposes, governmental reporting, and, as may be further agreed in writing. Seller's employees and subcontractors may access User Data for these purposes. User will indemnify Seller against third-party claims related to the use of User Data or any infringement resulting from it.

6.2 ABB, ABB E-mobility, other product and service names, and logos used or displayed in the Portals are registered or unregistered trademarks of Seller, or one or more members of the ABB Group (collectively, "Marks"), and Users may only use applicable Marks according to any applicable Agreement in force between them and Seller; at all times provided that Users do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent ABB Group, Seller, its Equipment or Services.

6.3 Seller may collect technical data on Users' and Authorized Users' use of the Portals for its own purposes. This data is Seller's property.

6.4 All intellectual property rights to the Portals, Documentation, and Seller Generated Data remain with Seller or third-party right-holders.

6.5 User may provide feedback on the Portals, which Seller and its affiliates can use without restrictions or compensation to User.

ARTICLE 7: DISCLAIMER OF WARRANTIES

The Portals, including all constituent components thereof, is provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent permitted by law, and Seller expressly disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement, to the extent permitted by law. User acknowledges that Seller does not warrant that the Portal Services will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software, and no information or advice obtained by User from Seller or through the services shall create any warranty not expressly stated in these Terms. Seller is not liable for delays, interruptions, service failures, or other problems inherent in use of the internet and electronic communications or other systems outside Seller's reasonable control.

ARTICLE 8: INDEMNIFICATION & LIMITATION OF LIABILITY

8.1 User agrees, to the extent permitted by law, to defend, indemnify and hold harmless Seller, its affiliates, officers, directors, employees, agents and licensors from any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) by any third party resulting from or related to User's violation of these Terms of Services.

8.2 In no event shall either Party be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, losses, or expenses (including but not limited to business interruption, lost business or lost profits) arising from any act or omission relating to the Portal Services. The foregoing limitation shall not apply to any liabilities arising out of User's indemnification obligations above.

ARTICLE 9: TERM & TERMINATION

9.1 Seller may terminate access to the Portal Services for convenience with 30 days' notice, or terminate for cause immediately in accordance with Article 2.6.

9.2 Upon termination or the Term expiring, User must immediately stop using the software, and Seller may delete User data after 30 days. All applicable Fees for the remaining Term become due immediately if User's access is terminated for cause in accordance with Article 2.6.

ARTICLE 10: LAW AND JURISDICTION

These Terms of Service shall in all respects be governed by and construed in accordance with the laws of the country of registration of the Seller. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded. The Parties agree to use their best efforts to settle amicably any dispute or claim (including non-contractual disputes or claims) arising from or in relation to these Terms of Service or a breach thereof. If such disputes or claims cannot be settled amicably through negotiations by appropriate senior management representatives of the Parties within 21 days of either Party providing notice to commence negotiations, then each party irrevocably agrees that the courts of the place of registration of the Seller shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Service or its subject matter or formation. Notwithstanding the foregoing, either party may immediately take steps to seek interim or urgent injunctive or equitable relief, including protective measures, before an appropriate court in the place of Seller's registration.

ARTICLE 11: MISCELLANEOUS

11.1 Interpretation

A reference to a party includes its successors and permitted assigns.

11.2 Third Parties

Except as expressly provided in these Terms of Service, User and Seller do not intend that any terms of these Terms of Service will be enforceable by any Person who is not a party to these Terms.

11.3 Rights of Parties

The rights of one party against the other party are not capable of being waived or amended except by an express waiver or amendment in writing. Any failure to exercise or any delay in exercising any of such rights will not operate as a waiver or amendment of that or any other such right. Any defective or partial exercise of any such rights will not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on a party's part or on its behalf will in any way preclude such party from exercising any such right or constitute a suspension or any amendment of any such right.

11.4 Language of Agreement

The parties acknowledge having specifically requested that these Terms of Service and all related documents and correspondence including technical documents be drafted in English or local language at discretion of the Seller, unless otherwise agreed upon in writing or required by applicable law.

11.5 Use of Word "including"

The term "including" is used in these Terms of Service without limitation.

11.6 Headings

All article and paragraph headings and captions are purely for convenience and will not affect the interpretation of these Terms of Service. Any reference to a specific article, paragraph or section will be interpreted as a reference to such article, paragraph or section of these Terms of Service.

11.7 Invalidity of any Provision

If any of the provisions of these Terms of Service becomes invalid, illegal or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

11.8 Amendments in Writing

The provisions of these Terms of Service may only be amended or modified by a writing executed by User and Seller.

11.9 Survival

On termination, these Terms of Service the following clauses shall continue in force: Article 2 (Use Rights and Obligations), Article 4 (Use of Third-Party Software or Content), Article 6 (Data Ownership and Intellectual Property Rights), Article 7 (Disclaimer of Warranties), Article 8 (Indemnification & Limitation of Liability), Article 9 (Term & Termination), and Article 10 (Law and jurisdiction).

11.10 Entire Agreement

Except as expressly set out in these Terms of Service, all conditions, warranties and representations, implied by statute, common law or otherwise, in relation to the provision, non-provision or delay in provision of access to the Portals are excluded to the fullest extent permitted by law and the warranties, as stipulated in these Terms of Service, are exclusive and in lieu of all other warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. These Terms of Service constitute the entire agreement between the parties in relation to the use or and access to the Portals by the User, and supersedes all previous proposals, agreements and other written and oral communications in relation hereto. The parties acknowledge that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth in these Terms of Service.