
TERMS AND CONDITIONS TO INCLUDE IN THE TERMS & CONDITIONS FOR ROBOT ORDERS WHICH INCLUDE THE OMNICORE™ CONTROLLER

(1) ABB Ability™ OmniCore™ controller hardware

This Order is entered into pursuant to and governed by the *"General terms and conditions of version, ABB KZ 2014* with the following amendments and further terms agreed for **ABB Ability™ OmniCore™ hardware**.

The OmniCore™ controller hardware is delivered with a standard mobile connection (Cellular data connection), or WIFI modem and/or Ethernet connection.

Cellular data connection:

If the ABB Ability™ OmniCore™ controller hardware is delivered together with a standard, free of charge (machine-to-machine or M2M) cellular data connection, it will automatically establish a connection to the ABB Ability™ digital platform once the power switch of the ABB Ability™ OmniCore™ controller hardware has been turned on and has been connected. After the establishment of the connection there will be a data flow from the OmniCore™ controller hardware to the ABB Ability™ digital platform.

ABB does not warrant or guarantee an available, stable, uninterrupted, and interference free connection through the standard cellular data connection. This is dependent on the availability and quality of the cellular data signal as provided by the telecommunications carrier on the location where the ABB Ability™ OmniCore™ hardware is installed. The cellular data connection is to be used solely in connection with the ABB Ability™ OmniCore™ controller hardware and excludes, without limitation, voice services, web browsing, music downloading and other services that are not traditionally considered as machine to machine (M2M), but human-oriented telecommunication services.

ABB has established and maintains a formal information and cybersecurity procedures which includes commercially reasonable technical and organizational measures, in order to protect the data against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to the data.

The cellular data connection is not required for the operation of the hardware and the connectivity settings can be adjusted and turned off at any given time. Detailed information on the mobile connection is further described in the service description that can be downloaded from the following web location <https://share.library.abb.com/api/v4?cid=9AAC910011&dk=Manual>

Data:

ABB will not acquire any right, title and interest in the data other than the rights granted by Customer to ABB, but ABB will have the right to collect, store, aggregate, analyze or otherwise use the data for (i) providing and maintaining the hardware, services and/or the ABB software to Customer; (ii) preventing, detecting and repairing problems related to the security and/or the operation of the hardware, the platform, software; (iii) improving and developing existing services, technologies, products and/or software and developing new services, technologies, products and/or software,

and all improvements and developments (including all resulting intellectual property Rights) are exclusively owned by us. In addition, we have the right to use the data for benchmarking purposes if and to the extent it is anonymized or non-confidential.

Safe environment:

The Customer will only install the ABB Ability™ OmniCore™ hardware in safe environments in accordance with the certification standards as stated in the product specifications that can be accessed and downloaded from the following web location: <https://share.library.abb.com/api/v4?cid=9AAC910011&dk=Manual>.

(2) ABB Ability™ Connected Services:

For as far as the Order includes **ABB Ability™ Connected Services**, this Order is entered into pursuant to and governed by the ABB Ability™ General Terms and Conditions, December 2018, as attached to this agreement in Annex 1, together with the Special Terms and Conditions for ABB Ability™ Connected Services, date, year, as attached to this agreement in Annex 2.

Attachment:

Annex 1:

ABB Ability™ Terms and Conditions
<https://ability.abb.com/terms>

Annex 2:

Special Terms and Conditions for ABB Ability™ Connected Services <https://new.abb.com/products/robotics/service/robot-registration>