

# ABB GENERAL TERMS AND CONDITIONS

## FOR PURCHASE OF IT SERVICES

### CLOUD SCHEDULE

#### 1. ADDITIONAL DEFINITIONS

In addition to the definitions set out in Clause 1 of the Conditions, the following definitions shall apply in this Schedule:

**"Access Term"**: means the term for which Customer is to be provided the Cloud Services, as specified in the Order;

**"Cloud Services"**: means those Services provided by Supplier which are indicated in the Order as being provided on a "Software as a Service", "SaaS" or "Cloud" basis or where there is a reference to this Schedule in the Order;

**"Cloud Software"**: means the computer programs listed in the Order and any Modification which is provided by Supplier during the term of the Contract;

**"Customer Cloud Content"**: means data (which may be Customer Materials and include Personal Data) which are stored on, or used, and/or processed by Supplier's computer systems;

**"Documentation"**: means the documentation provided to Customer by Supplier in connection with the Cloud Software, including the Specification and any user manuals or other documentation provided under the Contract, and including any documentation described in the Order;

**"Maintenance Release"**: means a release of the Cloud Software which corrects faults, adds functionality or otherwise amends or upgrades the Cloud Software;

**"Modification"**: means any Maintenance Release or Customer specific modification;

**"Security Audit"**: has the meaning given in Clause 7.3.

#### 2. APPLICATION OF THIS SERVICE SPECIFIC SCHEDULE

This Service Specific Schedule shall apply to any Services to be provided by Supplier which are Cloud Services, as set out in the Order.

#### 3. IMPLEMENTATION

3.1 Supplier must perform all of the activities assigned to it in the Order and perform all other activities (other than those assigned to Customer in the Order) as necessary to implement the Cloud Services (the "Implementation Services").

3.2 Except as otherwise agreed in the Order, Implementation Services are subject to Customer's acceptance. Supplier shall provide the Implementation Services in a timely manner and so as to ensure that any milestone or deadline dates specified in the Order are met.

3.3 Supplier shall provide Customer with regular progress reports that (in reasonable detail) describe the current status of the Implementation Services and identify any actual or anticipated problems or delays (together with details of all actions being taken or to be taken to remedy such problems or delays).

#### 4. CLOUD SERVICES

4.1 Supplier shall provide the Cloud Services in accordance with the Contract. Supplier must provide the Cloud Services from facilities, and using IT architecture and personnel, that are based in the EU, EEA or Switzerland unless otherwise agreed by Customer in writing.

4.2 Supplier grants to each member of the Customer Group, during the Access Term, a worldwide, royalty-free, non-exclusive licence to:

4.2.1 use the Cloud Services;

4.2.2 access and use the Cloud Software via the Cloud Services; and

4.2.3 use the Cloud Software (and the Documentation) in relation to any business activity of the Customer Group.

4.3 Customer may grant a sub-licence of its rights under Clause 4.2 to any Third Party Provider for the purpose of such Third Party Provider providing any goods, software and/or services to the Customer Group.

4.4 Customer acknowledges that it has no right, title or interest in the Cloud Software or the Documentation except as set out in the Contract.

4.5 Except as permitted under the Contract, Customer must not:

4.5.1 distribute, sub-license or otherwise transfer all or any part of the Cloud Software to any other person;

4.5.2 where a maximum number of users of the Cloud Service is specified in the Order, allow more than the maximum number of authorised users to access and use the Cloud Service;

4.5.3 use the Cloud Software as a service bureau or in any similar activity for the benefit of any person who is not a member of the Customer Group;

4.5.4 reverse engineer, decompile or disassemble the Cloud Software except as permitted by applicable laws;

4.5.5 remove, obliterate or alter any copyright, proprietary or similar notices on the Cloud Software; or

4.5.6 intentionally access, store, distribute or transmit any viruses or other malicious software, or any material during the course of its use of the Cloud Services that:

a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

b) facilitates illegal activity;

c) depicts sexually explicit images;

d) promotes unlawful violence;

e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

f) in a manner that is otherwise illegal or causes damage or injury to any person or property.

#### 5. CUSTOMER CLOUD CONTENT

5.1 Notwithstanding Clause 10.5 of the Conditions:

5.1.1 Customer Cloud Content will be and remain the property of Customer;

5.1.2 Supplier and Supplier's Team shall not be entitled to use or access any Customer Cloud Content; and

5.1.3 Supplier must not use, store, copy, or disclose any Customer Cloud Content except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorised in writing by Customer.

5.2 Supplier must ensure that Supplier's Team (or any other employees, agents or subcontractors of Supplier) do not attempt to access, or allow access to, any Customer Cloud Content to which they are not entitled.

5.3 Immediately on request from Customer and at the end of the term of the Contract Supplier shall overwrite or permanently erase from its computer systems all copies of the Customer Cloud Content (except copies of Customer Cloud Content stored on backups of Supplier's systems that cannot be deleted with reasonable efforts).

5.4 Customer shall indemnify and hold Supplier harmless from and against all costs, claims, demands, liabilities, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising out of a claim that the provision of Customer

Cloud Content to Supplier infringes the Intellectual Property Rights of any third party.

## 6. CLOUD WARRANTIES

6.1 In addition to any warranties given by Supplier in the Conditions, Supplier represents, warrants and undertakes that the Cloud Software as a whole and any individual Modification will:

6.1.1 during the term of the Contract, be free from any material defects; and

6.1.2 comply and perform in accordance with the Documentation.6.2 Without limiting Clause 6.1, Supplier represents, warrants and undertakes that each Modification will not degrade the functionality or performance of the Cloud Software.

6.3 Supplier represents, warrants and undertakes that, when delivered to Customer or otherwise implemented by Supplier under the Contract:

6.3.1 it will not insert or include, or permit or cause any person or software to insert or include, any Malicious Software into the Cloud Software as a whole or any individual Modification;

6.3.2 it will use up-to-date, industry accepted anti-virus software to check for and prevent any malicious software or viruses being introduced into the Cloud Software as a whole or any individual Modification; and

6.3.3 it will co-operate with Customer to mitigate the effect of any malicious software or viruses found in the Cloud Software as a whole or any individual Modification.

6.4 Supplier represents and warrants that it has obtained, and undertakes that it will maintain during the Access Term, all consents, licences and permissions required by it to perform its obligations under the Contract.

6.5 Supplier represents, warrants and undertakes that except as otherwise agreed in the Order, the Cloud Services will comply with security standards, controls and requirements as set out in ISO 27001:2013, SOC 1 type II and/or SOC 2 type II including its availability trust principles.

6.6 The remedies set out in Clause 6.2 of the Conditions shall apply.

## 7. CLOUD SECURITY AND AUDIT OBLIGATIONS

7.1 Supplier at its sole cost will cause a licensed provider of attestation and compliance services to provide Customer and its auditors once a year an ISO 27001:2013, a SOC 1 type II and a SOC 2 type II audit report on controls placed in operation and tests of operating effectiveness at Supplier's and Supplier's service providers' facilities with respect to the Cloud Services.

7.2 Any such certifications and audit reports as per Clause 7.1, and any such other information as required by Customer that Supplier prepares as a standard matter for its other customers, will be provided at no additional cost to Customer.

7.3 Except as otherwise provided in the Order, upon Customer's request (not more than once per calendar year and in addition in case of a security incident, Supplier's non-compliance with its security obligations and/or regulatory requirements) Customer may conduct a security audit to verify Supplier's compliance with its security obligations under the Contract ("**Security Audit**"). Such Security Audit may be conducted by Customer or a third-party auditor subject to Customer and/or third party auditors agreeing to reasonably acceptable confidentiality terms. Except in case of regulatory requirements or other circumstances that require prompt action, Customer shall provide at least thirty (30) days prior written notice of its intention to conduct a Security Audit. Customer shall conduct the audit in an expeditious manner, within a reasonable time and in a way to not unreasonably disrupt Supplier's day-to-day business operations. Supplier shall reasonably cooperate and provide such documentation and access as reasonably required by Customer to conduct a Security Audit. For the avoidance of doubt, Supplier shall in no event be obliged to provide any information related to other customers.

7.4 Supplier shall comply with the additional security, audit and reporting requirements, if any, specified in the Order.

