END USER LICENSE EULA for ENERGY SIMULATOR

The ENERGY SIMULATOR is a platform that provides various configurators and tools . The ENERGY SIMULATOR is aimed specifically at guides the user in crafting the most efficient and cost-effective microgrid design for greenfield and brownfield projects across single or multiple sites, and is intended to enable them to Energy Service Companies, Electrical Consultants, Research institutes and universities, end-users and ABB users.

Please read the terms of this End User License agreement ("EULA") carefully before accessing or using the ENERGY SIMULATOR Application:

This EULA is an agreement between you and ABB XENERGY SIMULATOR for the use of the ENERGY SIMULATORs. The terms and conditions contained in this EULA apply to your use of the ENERGY SIMULATORs.

By (i) accessing, activating or otherwise using ENERGY SIMULATOR; or (ii) accepting this EULA, you confirm the accuracy of the following:

- You agree to the terms of this EULA.

- You represent and warrant that you have the legal authority to enter into this EULA and that if Licensee is a legal entity, this EULA is entered into on behalf of that person by an employee who is an electrical installation professional and has all the necessary authority to bind that person to this EULA.

You acknowledge that you are solely responsible for your use of the ENERGY SIMULATOR and for any information you enter in den ENERGY SIMULATOR as Project Data or Customer Data.

If you are a legal entity, you guarantee that ENERGY SIMULATOR will be used by qualified employees who are specialists in electrical installations and who carry out each project in accordance with the applicable said standards, and you assume full responsibility for your actions.

If you do not agree to these Terms, you may not (i) use the ENERGY SIMULATOR and (ii) not accept this EULA; and promptly return the unused media, documentation and proof of eligibility to the party from whom you received them. If it has been downloaded or otherwise installed ENERGY SIMULATOR, please destroy all copies of the application.

1. **Provision of services**

1.1 Subject to the terms of this EULA and the SOW, and in particular subject to your activation of the ENERGY SIMULATOR, ABB will (i) provide the Services or provide the Services to you in accordance with this EULA; (ii) implement commercially reasonable security measures, including technical and organisational measures, to ensure an adequate level of security and protection of Project and Client Data against accidental or unlawful destruction, loss, alteration and unauthorised disclosure of or access to Project and Client Data; and (iii) grant you access to the ABB ENERGY SIMULATOR Portal.

1.2 The services provided to you under ENERGY SIMULATOR are listed in the service description.

ABB may, from time to time, in its sole discretion, make changes to the Services and/or change or remove features or functionality of the Services and/or the ENERGY SIMULATORs. Such changes may include, for example, changes that are necessary to comply with applicable laws or safety requirements.

You can report any technical problems you have while using ENERGY SIMULATOR to ABB by sending a request to https://campaign-el.abb.com/l/961032/2025-05-27/71jjk describing the problem.

1.3 To use the Services and access den ENERGY SIMULATOR, you need a browser and access to the Internet.

1.4 The ENERGY SIMULATOR Portal includes access to third-party websites and other material provided by third parties, including on the Internet, and you may need to access such third-party websites and/or material and/or software from such third-party websites. ABB does not operate or control any third-party websites or other information, services, opinions or other content provided by third parties, including on the Internet (collectively, "External Content"). ABB MAKES NO WARRANTIES OR REPRESENTATIONS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR SUCH EXTERNAL CONTENT, AND YOU AGREE THAT YOU WILL NOT MAKE ANY CLAIM AGAINST ABB WITH RESPECT TO EXTERNAL CONTENT IN CONNECTION WITH THIS EULA.

2. Software

2.1 For the Software that ABB makes available to You as part of the ENERGY SIMULATOR, ABB hereby grants you a free, non-exclusive, non-transferable license to use the Software for the purposes of using the ENERGY SIMULATOR WEB Application, unless otherwise specified.

2.2 You may not access, copy, modify, make publicly available or otherwise exploit or use the Software, including the source code of the Software. You may not remove or attempt to remove any software embedded in the ENERGY SIMULATOR, or use such software in any way independently of the ENERGY SIMULATOR or the Services. You agree that you will not attempt to reverse compile, decompile, disassemble or reverse engineer the Software, except as expressly permitted by mandatory applicable laws and that you will not merge, supplement, integrate, modify, reproduce or otherwise alter the Software with any other Software.

2.3 You must not attempt to make any part of the Software available to any third party or otherwise grant any third party access to it except as strictly necessary for the provision of the Software and in any event under your direct liability and responsibility.

2.4 ABB may remotely install updates or upgrades to the Software with or without notice. Updates or upgrades are subject to the terms of this EULA. Notwithstanding the foregoing, ABB shall have no obligation to provide Updates or Upgrades, except as expressly provided in this EULA.

2.5 You are solely responsible and liable for your software or the third party software that you connect to or otherwise use with the software provided under this EULA, and you must comply with all terms and conditions of any third party third party, including any third party end user license EULAs based on the Get software. If you obtain third-party software through ABB as specified in an Order, you must comply with all third-party terms and conditions, including any

third-party end user license EULAs accompanying or referenced in the Order. ABB assumes no responsibility or liability with respect to Third Party Software.

3. ABB ENERGY SIMULATOR Portal

3.1 The use of the Services or the Software requires that you create an account. If you do not do this, you will not be able to use the Services.

3.2 To administer the Account, you will need to provide business contact information (e.g., name, company and industry type, city and country, business phone number and email address, job function and title, partner typology) and other requested information. You are responsible for the accuracy, timeliness, completeness and relevance of this business contact information and for all activity under an account attributable to you.

3.3 You use the Account (i) in accordance with the EULA, the ENERGY SIMULATOR Portal Terms of Use , the Acceptable Use Policy and all applicable laws; (ii) in a manner that does not compromise or compromise the stability or security of the Cloud, the ABB ENERGY SIMULATOR Portal or the Services; and (iii) in accordance with all reasonable practices of ABB.

3.4 You shall ensure that accounts and login data (e.g. user name, passwords, certificates,keys) are treated confidentially. You will notify ABB immediately if you become aware of any attempted or actual unauthorized use of your account or any other attempted or actual breach of security. ABB is not responsible or liable for any unauthorized access to your accounts, unless such unauthorized access was caused by a breach by ABB of the EULA.

4. **Your responsibilities**

4.1 You will: (i) cooperate with ABB in all matters relating to the ENERGY SIMULATOR; (ii) provide ABB with the information and materials reasonably necessary for ABB to provide the Services and /or the Software and ensure that such information is accurate, timely and complete in all material respects; (iii) obtain and maintain all necessary licenses, permits, submissions and consents (including the consent of individuals if you provide personal data to ABB) that may be required with respect to the Project Data, Customer Data, Software and Content provided by you; (iv) when using External Content, comply with the applicable terms of use and license terms associated with External Content; (vii) comply with ABB's reasonable instructionsregarding the proper use of the Services and/or Software, as may be provided from time to time on a case-by-case basis; (viii) comply with the law, in particular when providing Project Data and Client Data; (ix) keep de n ENERGY SIMULATOR in good condition and functional to ensure the proper collection of data from the ENERGY SIMULATOR; and (x) disclose to unauthorized persons any non-public information, specifications or data designated or identifiable as confidential at the time of disclosure.

4.2 If the performance of any of ABB's obligations under the EULA is prevented or delayed by any act or omission by you, including a breach of the EULA or your failure to perform a relevant obligation ("Customer Default"), ABB shall have the right, without limiting its other rights or remedies, to suspend the provision of the Services, your connection to the Cloud and/or your access to ABB ENERGY SIMULATOR Suspend the portal until you resolve the customer delay.

4.3 Security. ABB has established and maintains a formal information and cybersecurity program that includes commercially reasonable technical and organizational measures to protect the Cloud, Software and ABB ENERGY SIMULATOR Portal from security breaches, unlawful destruction, and unauthorized disclosure or access to them. Unless expressly stated otherwise in the EULA, it is your responsibility to (i) provide and continuously maintain a secure remote connection; and (ii) establish and maintain the security of your systems, hardware and software, including those that are directly or indirectly connected to the Services, the Software, the ABB ENERGY SIMULATOR Portal or of the cloud. In addition, unless expressly provided otherwise in the EULA, you will promptly implement all software updates or upgrades provided by the relevant vendors and/or GTC in full and correctly.

5. Proprietary Rights, Use of Data and Restrictions

5.1 As between the parties, all right, title and interest, including all intellectual property rights, in and to the Project Data and Customer Data, are and shall remain solely with you and your licensors.

5.2 All project data and customer data are stored encrypted in the cloud. ABB and its subsidiarieswill not be able to access or decrypt the encrypted Customer Data and Project Data unless required by mandatory applicable laws, data protection laws or trade secret laws.

5.3 ABB has the right to use your data in anonymised form for marketing and benchmarking purposes. ABB may also use your data for purposes other than marketing, in particular to improve the quality of the ABB Services, to test the ENERGY SIMULATOR and to optimize it for future updates.

5.4 You may provide Feedback to ABB as part of the Services. ABB is the exclusive owner of all right, title and interest, including all intellectual property rights, in and to such Feedback. In the event that, for any reason, intellectual property rights in Feedback are not considered to be the exclusive property of ABB, you agree to assign, transfer and assign all right, title and interest, including intellectual property rights, to ABB and agree to cooperate reasonably at ABB's expense to complete such rights. While ABB does not wish to retain your pre-existing intellectual property rights in such Feedback, in the unlikely event that you include your intellectual property rights in the Feedback, you grant ABB and the Associated Companies a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up right and license, without accounting, to do or cause to be performed any of the following: (i) use, manufacture, have made, make available, perform, copy, merge, reproduce, create derivative works from, license, sublicense, market, distribute, display, and perform (internally and externally), display, and perform all or any portion thereof, alone or in any combination; and (ii) authorize others to perform all of the foregoing.

5.5 During the term of the EULA, you have the opportunity to access and export the Project Data stored in the Cloud via the ABB ENERGY SIMULATOR Portal in relation to the Services or the Software.

5.6 As between the parties, all right, title and interest, including all intellectual property rights, am ENERGY SIMULATOR, the Services, Software or other intellectual property of ABB (collectively and for the purposes of Sections 5.5 and 5.6 as "ABB Content") are and shall remain

exclusively owned by ABB or its licensors. You have no rights in the ABB Content other than those expressly granted to you under this EULA.

5.7 You may not (i) use ABB Contentfor use by any third party, including licensing, sublicensing, selling, reselling, leasing, transferring, assigning, distributing, disclosing or otherwise commercially exploiting or making the Content or any portion thereof available to any third party; (ii) modify, manipulate, repair or create derivative works of ABB Content; (iii) copy, reproduce, publish, reverse engineer, attempt to derive, modify, disassemble, decompile, or create derivative works of the source code (unless applicable laws prohibit reverse engineering restrictions, and then only to the extent permitted by such laws); (iv) copy any ideas, features, functions or graphics of ABB Content; (v) access or use ABB Content in a manner that does not incur fees or exceed usage limits or quotas, or circumvent or override any usage restrictions contained in ABB Content; and/or (vi) remove, obscure, alter or move the proprietary notices of ABB and its licensors. Any use of the ABB Content other than as expressly permitted in this EULA is expressly prohibited.

6. Customer Warranty and Indemnification

You shall indemnify and hold ABB harmless from any costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with (i) any alleged or actual infringement of any third party intellectual property rights or other rights arising from Project and Client Data, (ii) any breach of the Terms of Use of the GTCC ENERGY SIMULATOR Portals and your applicable Acceptable Use Policy, (iii) any other breach of this EULA by you, or (iv) any work, act or omission by you with respect to any Project.

7. Disclaimer

ENERGY SIMULATOR IS A CALCULATION TOOL THAT HELPS USERS ESTIMATE THEIR ENERGY CONSUMPTION AND SAVINGS BASED ON THEIR INPUTS AND ASSUMPTIONS.
THE TOOL IS PROVIDED BY ABB AS A FREE SERVICE FOR INFORMATIONAL PURPOSES ONLY.
ABB DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE TOOL OR ITS RESULTS.
ABB IS NOT RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR DAMAGES THAT MAY ARISE FROM THE USE OF THE TOOL OR ITS RESULTS.
THE TOOL IS NOT INTENDED TO PROVIDE PROFESSIONAL ADVICE OR RECOMMENDATIONS FOR ANY SPECIFIC SITUATION OR SCENARIO. USERS SHOULD CONSULT WITH QUALIFIED EXPERTS BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS BASED ON THE TOOL OR ITS RESULTS.
THE TOOL IS AVAILABLE GLOBALLY, BUT IT MAY NOT REFLECT THE LOCAL CONDITIONS, REGULATIONS, OR INCENTIVES THAT MAY APPLY IN DIFFERENT REGIONS OR COUNTRIES. USERS SHOULD VERIFY THE APPLICABILITY AND SUITABILITY OF THE TOOL AND ITS RESULTS FOR THEIR OWN CONTEXT AND LOCATION.
ABB RESERVES THE RIGHT TO MODIFY, UPDATE, OR DISCONTINUE THE TOOL AT ANY TIME WITHOUT NOTICE OR LIABILITY.
BY USING THE TOOL, USERS AGREE TO ACCEPT AND ABIDE BY THESE TERMS AND CONDITIONS.
IF USERS DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEY SHOULD NOT USE THE TOOL OR ITS RESULTS.

8. Limitation of liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ABB BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY CONTRACT, AND EVEN IF ABB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO: BUT NOT LIMITED TO: LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION AND/OR OPERATING LOSS, COSTS ASSOCIATED WITH POWER REPLACEMENT, LOSS OF DATA, COST INCREASE AND/OR LOSS OF ANTICIPATED SAVINGS, OVERHEADS, LOSS OF BUSINESS, LOSS OF ELECTRICITY, DAMAGES DUE TO USE AND/OR COST OF CAPITAL OR OTHER SPECIFIC, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND.

The above limitations of liability shall not apply if ABB is compulsorily liable, e.g. due to intent or gross negligence, for damages resulting from injury to life, limb or health or under the Product Liability Act.

9. Suspension

ABB may suspend all or part of the Services and/or your connection to the Cloud and/or access to the ABB ENERGY SIMULATOR Portal if ABB determines that your use of the Services and/or your connection to the Cloud and/or your access to the ABB ENERGY SIMULATOR Portal (i) poses a security risk to the Services, the Cloud and/or the ABB ENERGY SIMULATOR Portal and/or any third party; (ii) may affect the performance of the Services, Software, Cloud and/or ABB ENERGY SIMULATOR Portal; (iii) violates any law or poses a risk that ABB is or will violate any law; or (iv) may hold ABB or any third party liable. In addition, ABB may suspend the Services and/or your connection to the Cloud and/or access to the ABB ENERGY SIMULATOR Portal in the circumstances specified in the ABB ENERGY SIMULATOR Portal Terms of Use and/or the Acceptable Use Policy.

10. Notice

10.1 Without limiting its other rights or remedies, ABB may terminate this EULA (in whole or in part) immediately upon written notice to you if (i) you breach this EULA; (ii) there is a change in the laws applicable to the provision of the Services in one or more countries that would make the continued provision of the Services unlawful or impracticable or otherwise have a material effect (including costs) on the provision of the Services.

10.2 Upon termination or expiration of this EULA for any reason: (i) you cease using the ENERGY SIMULATOR and the Software; (ii) ABB may terminate your access to the Services, Software and/or ABB ENERGY SIMULATOR Portal on or after the effective date of termination or expiration; and (iii) the rights, remedies, obligations and liabilities of the parties accrued at the time of termination or expiration shall remain unaffected, including the right to seek damages for any breach of the EULA that existed at the time of termination or expiration.

10.3 It is your responsibility to export the Project and Customer Data prior to the effective date of termination or expiry of the deadline in accordance with the methods and to the extent described by ABB in the SOW. At the end of this period, ABB will delete the project and customer data.

10.4 The provisions on the limitation of liability (Section 8), the warranty and indemnification of the Customer (Section 7), the restrictions on use of the Customer in the software license (Sections 2.2, 5.6), the provisions on the intellectual property rights of the Customer (Section 5.1) and the provisions on the intellectual property rights of ABB (in particular Sections 5.1, 5.4, 5.6, 5.7) shall remain in force even after termination of the EULA.

11. Export Control

You may not, directly or indirectly, export technical data obtained by you under the EULA from ABB (or products, including software containing such data) in violation of applicable export control laws, including United States export laws, to any country for which the government or any of its agencies requires an export license or other governmental approval at the time of export; without first obtaining such license or approval. In particular, the ENERGY SIMULATOR may not be exported (a) to countries subject to a U.S. embargo, or (b) to individuals on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the ENERGY SIMULATOR you represent and warrant that you are not located in or on any such list. You also agree not to use the ENERGY SIMULATOR for any purpose prohibited by law, including but not limited to developing, designing, manufacturing or producing nuclear missiles or chemical or biological weapons.

12. Governing Law and Jurisdiction

12.1 This EULA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Italian law, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

12.2 Any dispute, controversy or claim arising out of or in connection with the Contract, including its validity, invalidity, breach or termination, shall be settled by the competent courts in Milan, Italy.

General provisions

13.1 Force majeure

ABB shall not be in breach of this EULA, nor shall it be liable for any delay in performance or failure to perform its obligations under the EULA if such delay or failure is due to events, circumstances or causes beyond its control, including (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemics or pandemics; (iii) terrorist attacks, civil war, cyberattacks, civil unrest or insurrection, war, threat or preparation for war, armed conflict, imposition of sanctions, embargo or severance of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or action of any government or authority, including but not limited to imposing export or import restrictions, quotas or prohibitions, or denying a required license or consent; collapse of buildings, fire or explosion; and (vi) labor or commercial disputes, strikes, labor disputes or lockouts.

13.2 Data protection for your data

The parties agree that ABB is the controller of your data, ensuring compliance with applicable data protection laws, in particular the lawfulness of the processing of personal data. ABB stores your data on ABB servers in accordance with **ABB's Privacy Policy** and ensures compliance only with those obligations under applicable data protection laws that are specifically addressed to processors and acts in accordance with your lawful instructions. ABB employees involved in the processing of personal data are aware of the confidentiality of the personal data, have received appropriate training on their duties and have signed written confidentiality EULAs. ABB may, and you agree that you will not withhold or delay your consent if necessary, make changes to this Privacy Clause and/or to any additional data processing or data protection EULAs that ABB reasonably believes are necessary to comply with applicable data protection laws and regulations and/or the policies of the relevant supervisory authorities and their application to the data protection laws and regulations provided by ABB from time to time. services.

13.3 Data protection of project data and customer data

The parties agree that you are the controller of the project and customer data, ensuring compliance with applicable data protection laws, in particular the lawfulness of the processing of personal data. ABB stores the Project and Customer Data encrypted and without the possibility of accessing this data on your behalf in accordance with **ABB's Privacy Policy** in the cloud and ensures compliance only with those obligations under applicable data protection laws specifically addressed to processors and acts in accordance with your lawful instructions. ABB employees involved in the processing of personal data are aware of the confidentiality of the personal data, have received appropriate training on their duties and have signed written confidentiality EULAs. You and/or your employees involved in the processing of personal project and customer data are informed about the confidentiality of the personal project and customer data and are obliged to maintain secrecy. You and/or your staff ensure compliance with applicable data protection laws, in particular the lawfulness of the processing of personal data. ABB may, and you agree that you will not withhold or delay your consent if necessary, make changes to this Privacy Clause and/or to any additional data processing or data protection EULAs that ABB reasonably believes are necessary to comply with applicable data protection laws and regulations and/or the policies of the relevant supervisory authorities and their application to the services provided by ABB from time to time. to be complied with. In accordance with Articles 7 and 8 of this EULA, ABB shall in no event be liable for any failure by you and/or your personnel to comply with applicable data protection laws.

13.4 Subcontracting

Subject to mandatory applicable laws, ABB may subcontract or delegate the performance of its obligations under the EULA, in whole or in part, to an affiliate, contractor or other third-party service provider without your prior written consent.

13.5 Changes

ABB reserves the right to update, revise, amend or otherwise modify this EULA at any time and from time to time. Such updates, revisions, additions and other changes will be effective

immediately as soon as the Effective Date indicated in the notice to you is earlier. Your continued use of the ENERGY SIMULATORs after such effective date will constitute your acceptance of such updates, revisions, additions and other changes. If you do not agree with such updates, revisions, additions and other changes, please stop using the Services and uninstall the Software and ENERGY SIMULATOR.

13.6 Rescission. If any provision or part of a provision of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary for its validity, legality and enforceability. If such amendment is not possible, the provision or part-provision in question shall be deemed to have been deleted. The modification or deletion of any provision or part of a provision pursuant to this Section shall not affect the validity and enforceability of the remaining provisions of this EULA.

13.7 Notices.

All notices given to either party under or in connection with this EULA must be in writing and must (i) be delivered in person or by courier service or by prepaid first class registered letter or by special delivery at its registered office (if it is a business) or principal place of business (in all other cases); or (ii) by email or other electronic notification forms available in the systems used (or other electronic notification forms) and to the email address to which the notices are to be delivered.

13.8 Third Party Beneficiaries

No one other than the contracting parties is a beneficiary of the contract or has the right to enforce any of its provisions, unless this is specified in the contract.

14. **Definitions and interpretation**

Definitions

"ABB" means the supplier of the tool;

"ABB PrivacyNotice" means the ABB Privacy Notice, which is available at http://new.abb.com/privacy and as may be updated by ABB from time to time;

"Acceptable Use Policy" means the ABB Ability Acceptable Use Policy, available at the following link or as may be amended by ABB from time to time;

'affiliated undertakings ' means any undertaking, whether registered or not, which currently or in the future directly or indirectly controlled, is controlled by, or is under common control with a party by holding a majority holding of 50 % or more of the voting rights or capital, or by controlling the composition of the board of directors and votes at board meetings;

"Cloud" means the cloud computing platform and service instance(s) on which the ABB Services are provided;

"Customer" means your Global End Customer for whom you are carrying out a Project;

"Customer Data" means (i) Customer's Data that You create, collect, possess and control when using the ENERGY SIMULATOR Application, including Project Data that is encrypted and stored in the Cloud and to which ABB and its Affiliates do not have access.

"Feedback" means, with the exception of Project Data, Customer Data or Your Trademarks, any observing, evaluating or correcting information, statements, comments or observations about an incident, action, event or process, and any other content or elements you provide to ABB in relation to the Services, the Software or the ENERGY SIMULATOR ;

"Intellectual Property Rights" means (a) inventions, patents, utility models, copyrights, moral rights, rights in make-up works, database rights and rights in trademarks, trade names, designs, know-how and invention disclosures (whether registered or not); (b) applications for registration and the right to apply for registration of any of those rights; and (c) any other intellectual property rights and equivalent or similar forms of protection that exist anywhere in the world;

"Laws" means all applicable laws, regulations, codes of procedure, guidelines and other requirements of governments, governmental or regulatory authorities, authorities or other competent bodies, as amended or reinstated;

"Personal Data" means any data or information relating to an identified or identifiable natural person;

"Project" means any specific project for which you use den ENERGY SIMULATOR to create a schematic for your customers. Based on the ENERGY SIMULATORS templates, a project contains a list of ABB materials, the wiring diagram, the identification labels, the offer to the customer and the nomenclature of the required products;

"Project Data" means Customer's technical data, information and documentation created, encrypted and stored in the cloud by You in accordance with the use of the ENERGY SIMULATORS templates generated during a Project and to which ABB and its affiliates do not have access;

"Service Description" means the documents describing and specifying the Services as listed on easyproweb.abb.com and as amended from time to time; newer versions on the Site take precedence over older versions;

"Services" means the services to be provided by ABB or to be made available to you, as described in the SOW;

"Software" means all computer programs made available by ABB under this EULA as part of or in connection with the Services (or to which access is granted), including any modifications, updates, upgrades, new versions or releases and derivative works and all related documentation, but excluding third party software;

"Third Party Software" means any computer program (including mobile applications), including proprietary, freeware and open source software, that is either (i) licensed to ABB by a third party, identified as third-party software in an order, and sublicensed to you for use as part of the Services under separate terms, or (ii) acquired by you from a third party;

"Your Data" means the following personal data relating to you: your surname, first name, postal address, telephone number, connection ID number and your company's name, address, telephone number and email address.

Interpretation

Any sentence introduced by the words "e.g.", "including", "including", "in particular", "how" or similar expressions is for illustrative purposes and does not constitute an exhaustive list of expressions or limit the meaning of the words preceding such expressions.

Note on data protection

With regard to data protection, we refer to our privacy policy.