

AMENDMENT TO THE TRADEMARK LICENSE AGREEMENT

PARTIES

- (1) ABB Asea Brown Boveri Ltd, incorporated in Switzerland with registration number CHE-106.239.600, whose registered office is at Affolternstrasse 44, 8050 Zurich, Switzerland (**Proprietor**), and
- (2) S.E.I. Servizio Elettronica Industriale S.r.l., incorporated in Italy with registration number 01570440139, whose registered office is at Via Fiume, 8, 23862 Civate, LC, Italy (**Company**),

each of them a “Party” and both together the “Parties”.

PREAMBLE

- (A) The Parties have entered into the Trademark Licence Agreement effective as of January 09, 2018. Under the Trademark License Agreement, Company is authorized to use the ABB label for “ABB Value Provider”, i.e. the Licensed Mark, under the terms and conditions of the Trademark Licence Agreement and the annexes thereto.
- (B) The ABB label for “ABB Value Provider” has been a redesigned recently.
- (C) Proprietor is the owner of or has otherwise the right to grant a license to use the new ABB label for “ABB Value Provider”.
- (D) The Parties agree that the Trademark Licence Agreement shall be amended in order to replace the former ABB label for “Authorized Value Provider” by the new ABB label for “ABB Value Provider”.

NOW THEREFORE, the Parties hereto agree to amend the Trademark Licence Agreement as follows (**Amendment**):

1. SCOPE OF AMENDMENT

- 1.1 Unless otherwise agreed herein, the Trademark Licence Agreement shall remain unaffected by this Amendment and shall continue to have full effect.
- 1.2 This Amendment forms an integral part of the Trademark Licence Agreement. For the avoidance of doubt, the provisions of the Trademark Licence Agreement, including but not limited to its provisions on applicable law and jurisdiction, shall also apply to this Amendment.
- 1.3 This Amendment becomes effective on May 20, 2019.

2. AMENDMENTS TO THE TRADEMARK LICENCE AGREEMENT

- 2.1 On the effective date, the Trademark Licence Agreement shall be amended as follows:
 - 2.1.1 Annex 1 to the Trademark Licence Agreement shall be replaced by Annex 1 to this Amendment.
 - 2.1.2 Annex 3 to the Trademark Licence Agreement shall be replaced by Annex 3 to this Amendment.
- 2.2 For the avoidance of doubt, Company is not entitled to use the new ABB label for “ABB Value Provider” (Annex 1 to this Amendment) prior to the effective date of this Amendment.

3. CEASE OF USE OF FORMER ABB LABEL FOR “ABB VALUE PROVIDER”

- 3.1 Company may use the former ABB label for “ABB Value Provider” (former Annex 1 to the Trademark Licence Agreement) in accordance with the terms and conditions of the Trademark Licence Agreement until May 2020.

- 3.2 Upon expiry of the period set out in clause 3.1 above, all rights and licenses granted to the Company in relation to the former ABB label for “ABB Value Provider” will cease, and Company shall cease to use the former ABB label for “ABB Value Provider”.
- 3.3 For the avoidance of doubt, any changes, modifications and the like that may become necessary due to the replacement of the ABB label for “ABB Value Provider” set out in clause 2.1 above, including but not limited to any changes to or modifications of any materials (including but not limited to business cards, brochures, advertising materials, posters and roll-ups), shops (including but not limited to windows and interior), vehicles, web pages etc., shall be at the exclusive cost of Company. Proprietor is under no obligation to reimburse to Company the costs for any such changes, modifications or the like or the costs for producing materials etc. that may no longer be used upon expiry of the period set out in clause 3.1 above.

Proprietor

Signature: *Mervi Sihvonon*
Name: Mervi Sihvonon
Date: 02.08.2019

Signature: *Jennifer Nkire*
Name: Jennifer Nkire
Date: 02.08.2019

Company

Signature:
Name:
Date:

Signature:
Name:
Date:

