

HITACHI ENERGY GENERAL TERMS AND CONDITIONS IT RESELLER

SOFTWARE LICENSE SPECIFIC SCHEDULE (2022-4 STANDARD)

1. ADDITIONAL DEFINITIONS

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

License: means the license granted under Clause 4.2;

License Term: means the term of the License, as specified in the Order.

Maintenance Release: means subsequent corrections or revisions to the Software. A Maintenance Release is indicated in the product name by a change in the numbering to the right of the decimal as follows: e.g. 8.0 to 8.1;

Use: means, with respect to the Software, the right to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display) and otherwise use the Software;

Warranty Period: means twelve (12) month period from the acceptance of the Software or Modification, or live use in a production environment (whichever is specified or is later) or such other period as may be specified in the Order.

2. APPLICATION OF THIS SPECIFIC SCHEDULE

This Specific Schedule shall apply to any Software to be supplied by Supplier, as set out in the Order.

3. DELIVERY AND INSTALLATION

3.1 By no later than the relevant date specified in the Order:

3.1.1 during Reseller's normal business hours (or as otherwise instructed by Reseller) Supplier must deliver the Software and the Documentation to Reseller premises at each address specified in the Order, or otherwise make the Software and Documentation available to Reseller, in the manner specified in the Order;

3.1.2 if required by Reseller, Supplier must install the Software on Reseller hardware at each of the addresses specified in the Order in accordance with Reseller's reasonable directions; and

3.1.3 Reseller may require acceptance testing of the Software and the installation if specified in the Order.

3.2 Where Reseller has specified in the Order that the Software is subject to acceptance testing then the Software shall not be deemed delivered until it has passed the acceptance tests specified by Re-seller. Where Reseller notifies Supplier that the Software has failed any acceptance tests then, subject to Reseller specifying the nature of the failure, Supplier shall at its own risk and cost remedy the faults in the Software which resulted in the failed tests and resubmit the Software to Reseller for testing.

3.3 If Reseller does not deliver the Software within the time specified in the Order or such other time as may be agreed in writing Reseller may cancel the Order and should any monies have been paid in advance by Reseller, they shall be returned to Reseller forthwith.

4. IPR OWNERSHIP AND LICENSE

4.1 Subject to Clause 11 of the GTC, Reseller acknowledges and agrees that any Intellectual Property Right in the Software and any Modifications thereto, shall be the property of Supplier.

4.2 Except as otherwise provided in the Order with a specific reference to this Clause 4.2 and Clause 4.3 below, Supplier grants to Reseller and to each member of the Reseller Group, during the License Term, a worldwide, royalty-free, non-exclusive license to:

4.2.1 Use the Software and Documentation in relation to any business activity of the Reseller Group;

4.2.2 configure the Software in accordance with the configuration tools forming part of the Software;

4.2.3 make as many copies of the Software and the Documentation as specified in an Order; and

4.2.4 make as many copies as Reseller considers necessary for backup or security purposes.

4.3 Reseller may resell or sublicense the Software to its End Users.

4.4 Reseller may grant a sublicense 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 Reseller Group or an End User.

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

4.6 Except as permitted under the Contract, Reseller must not:

4.6.1 distribute, sublicense or otherwise transfer all or any part of the Software to any other person;

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

4.6.3 remove, obliterate or alter any copyright, proprietary or similar notices on the Software.

5. REMOTE ACCESS

5.1 If Reseller provides Supplier with remote access to the Software, Supplier must:

5.1.1 comply Reseller's remote access policy.

only remotely access the Software for the purposes of providing the services under the Contract; and

5.1.2 ensure that any usernames and/or passwords provided by Re-seller are kept secure and confidential at all times and are not disclosed to any person (other than the members of Supplier's Team involved in the provision of the services under the Contract) without the prior written consent of Reseller.

6. SOFTWARE WARRANTIES

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

6.1.1 be free from any material defects during the Warranty Period.

6.1.2 be fit for any purpose for which Reseller has specified it;

6.1.3 be fit for any purpose for which any End User will use the Software for and/or for which Supplier has represented to Reseller the Software is fit;

6.1.4 comply with and perform in accordance with the Documentation; and

6.1.5 be compatible and interoperate with any computer systems de-scribed in the Order.

6.2 Without limiting Clause 6.1, Supplier represents, warrants and undertakes that each Modification will not degrade the functionality or performance of the Software.

6.3 Supplier warrants and undertakes that any Modification shall provide backward compatibility to Reseller installed systems.

6.4 Supplier represents, warrants and undertakes that, when delivered to Reseller or an End User or otherwise implemented by Supplier under the Contract:

6.4.1 it will not insert or include or permit or cause anyone to insert or include any Malicious Software into the Software as a whole or any individual Modification;

6.4.2 it will use up-to-date anti-virus software in accordance with good industry practice to check for and prevent any Malicious Software being introduced into the Software as a whole or any individual Modification; and

6.4.3 it will co-operate with Reseller and/or an End User (as applicable) to mitigate the effect of any Malicious Software found in the Software as a whole or any individual Modification.

6.5 Supplier represents and warrants that it has obtained and undertakes that it will maintain during the term of the License, all consents, licenses and permissions required by it to perform its obligations under the Contract.

6.6 The remedies set out in Clause 7.2 of the GTC shall apply.