

**HITACHI ENERGY
ENTERPRISE SOFTWARE SOLUTIONS**

License, maintenance and additional services terms for LinkOne software

NOTE THAT SECTIONS 4 AND 5 OF THESE TERMS INCLUDE IMPORTANT REQUIREMENTS REGARDING THE CONTENTS OF ORDERS AND STATEMENTS OF WORK PURSUANT TO THESE TERMS AND CONTRACTING PROCEDURES.

These terms and conditions ("**these Terms**") govern your use of Hitachi Energy LinkOne software and the provision by us to you of Maintenance or Additional Services in relation to that software, as described in Orders or SOWs that the parties may enter into from time to time. These Terms apply if an Order or SOW relates to Hitachi Energy's LinkOne graphical parts catalogue and content delivery software and, subject to Sections 4 and 5, these Terms apply to the exclusion of any of your terms or conditions that may be included or referred to in the Order or SOW or a related purchase order. These Terms are available on request from us and within the LinkOne software via the Help/About menu and they are published online by Hitachi Energy. In these Terms, "**we**", "**us**" and "**our**" refers to the legal entity (which may be a Hitachi Energy Affiliate or a Hitachi Energy-authorized reseller, distributor or systems integrator) that is designated from time to time by *Hitachi Energy Ltd, Switzerland* or one of its Affiliates as a licensor authorized to license or provide Maintenance for the Licensed Software in the country in which you acquire the Licensed Software or Maintenance, as identified in an Order, and "**you**" and "**your**" refers to the customer legal entity identified in the Order. "**The parties**" refers to us and you, or either of us, as the context requires. If we are a Hitachi Energy-authorized reseller, distributor or systems integrator, you acknowledge that we do not have authority or power to act for, bind or otherwise create or assume any obligation on behalf of Hitachi Energy.

1. DEFINITIONS.

"**Additional Services**" means the implementation, training, customization, consulting, managed services, hosting or consulting services provided by us to you pursuant to a SOW under these Terms. To avoid doubt, Additional Services exclude Maintenance except to the extent expressly agreed otherwise in an Order or SOW.

"**Affiliate**" means any entity that directly, or indirectly, is Controlled by, is under common Control with, or Controls, a party, where "**Control**" means the ownership of or exercise of voting control or direction over shares, securities or other voting instruments of such entity carrying fifty percent (50%) or more of the unrestricted voting rights, or ownership or exercise of other rights or powers entitling the holder thereof to direct, cause the direction of, or to manage the business of such entity.

"**Annual Escalation Cap**" means at the time of escalation, the percentage increase in the official Consumer Price Index where we Reside, for the most recent twelve-month period (or other period that may be specified in an Order or SOW) ending prior to 30 days before the relevant renewal date (or other date that may be specified in a SOW). If the Annual Escalation Cap for the relevant period is negative, then it shall be deemed to be zero for the purpose of these Terms.

"**Confidential Information**" means non-public information including, without limitation, the terms, conditions and pricing under these Terms or an Order or SOW. As between you and us, Confidential Information of ours includes, without limitation, the Licensed Software, all software provided with the Licensed Software, the source code of the Licensed Software, and all algorithms, methods, techniques and processes revealed by the source code. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of these Terms; (c) is obtained by the recipient from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the

recipient without reliance in any way on the Confidential Information.

"**Documentation**" means the user, installation, technical and training publications delivered by us as available in conjunction with the Licensed Software.

"**Documented Defect**" means a material deviation between the Licensed Software and its Documentation, for which we have confirmed that you have provided enough information for us or Hitachi Energy to replicate on a computer configuration comparable to the certified computer configuration utilized by you.

"**Effective Date**" means the date identified as such in the Order or SOW or if no such date is identified, the date of acceptance by us of the Order or SOW or, where the Order or SOW is executed by the parties, the date of last signature by the parties.

"**Employee**" means an employee of each party, including contractors engaged to augment staff or perform duties traditionally performed by employees under such party's direct supervision.

"**Equipment**" means the Hitachi Energy certified computer hardware and systems software configuration as specified from time to time in the Documentation.

"**Hitachi Energy**" means *Hitachi Energy Ltd, Switzerland* and/or one or more of its Affiliates as the context requires, subject to Sections 13.1 and 13.18.

"**Licensed Software**" means the LinkOne graphical parts catalogue and content delivery software (and its Documentation) licensed by us to you pursuant to an Order, and all Updates and Upgrades we (or Hitachi Energy) may provide. LinkOne software was formerly known as Mincom LinkOne, Ventyx LinkOne, ABB LinkOne and Power Grids LinkOne (or Hitachi ABB Power Grids LinkOne).

"**Maintenance**" means Hitachi Energy's standard support and maintenance services for the Licensed Software from time to time. Subject to Hitachi Energy's support and maintenance policies from time to time, Maintenance includes the provision of Updates and Upgrades as

available for the Licensed Software, including to correct Documented Defects, or workarounds, or avoidance procedures for, Documented Defects. Support available as part of Maintenance is provided in English language only, except to the extent an Order or Hitachi Energy's applicable support and maintenance policies from time to time provide otherwise.

"Order" means the document or online form by which you order, and we agree to provide, Licensed Software and/or associated Maintenance in accordance with Section 5.

"Personal Data" means any data or information about an identified or identifiable natural person.

"Processing" means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and **"Process"** and **"Processed"** shall be construed accordingly).

"Reside" refers to the place in which a corporate entity is incorporated (unless the relevant organ of such an entity is a registered branch or representative office of the corporate entity in another country, in which case "Reside" refers to the place in which the branch or representative office is registered) or the place in which a person ordinarily lives, if the person is an individual, or, in other cases, the country under the laws of which the entity is established.

"Section" refers to a numbered section in these Terms.

"SOW" means a statement of work for the provision of Additional Services to you in accordance with Section 4.

"Subscription License" means a license to use the Licensed Software listed in an Order pursuant to Section 2, as well as (except in the case of an Evaluation License) an entitlement to Maintenance, as an indivisible bundle, for a defined, non-perpetual term set forth in the Order (**"the Subscription Period"**).

"Updates" means minor releases, corrections, or revisions to the Licensed Software provided or made available by Hitachi Energy subsequent to the initial delivery of Licensed Software to you. An Update is indicated in the product name by changing the numbering as follows: e.g. from 8.0 to 8.1 or from 8.1.2 to 8.1.3.

"Upgrades" means major releases of the Licensed Software provided or made available by Hitachi Energy subsequent to the initial delivery of Licensed Software to you. An Upgrade is indicated in the product name by changing the numbering as follows: e.g. 8.5 to 9.0.

"Work Product" means any expression of our (or Hitachi Energy's) findings, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, enhancements, modifications, interfaces, object or source code, and other technical information provided by us as part of Maintenance or Additional Services. Work Product does not include Licensed Software.

The following terms, which are also used in these Terms, have the meanings defined in the following Sections:

Introductory paragraph on page 1 (**"these Terms"**, **"we"**, **"us"**, **"our"**, **"you"**, **"your"**, **"the parties"**), 2.7 (**"Customers"**), 3.1 (**"Maintenance Period"**), 5.5 (**"Evaluation License"**, **"Named User"**, **"LinkOne Publisher"**, **"LinkOne Publishing System"**, **"Page Limit"**, **"One Time"**, **"Single Use"**, **"Annual Page Limit"**, **"LinkOne Viewer User"**, **"WinView media-linked Viewer"**, **"WinView Publisher-Linked Viewer"** (or **"WinView PLV"** or **"PLV"**), **"WinView Open Viewer"**, **"WebView"**, **"Concurrent Users"**, **"Concurrent Viewers"**), 5.6 (**"LinkOne WinView to WebView conversion"**), 6.2 (**"VAT"**, **"GST"**), 9.1 (**"Software Warranty"**, **"Software Warranty Period"**, **"Software Warranty Notice"**), 9.2 (**"Additional Services Warranty"**), 10.1 (**"Indemnifying Party"**, **"Indemnified Party"**), 10.2 (**"Deliverables"**, **"Infringement Claim"**), 13.11 (**"the Jurisdiction"**) and 13.16 (**"Force Majeure"**).

2. LICENSED SOFTWARE.

2.1 **License grant.** Unless you have entered into an Order with us for licensing Licensed Software you have no right or license to use the software. Subject to an Order being entered into between the parties in accordance with Section 5 and the terms, conditions and restrictions set forth in these Terms and the applicable Order, we grant to you a limited, non-exclusive, non-transferable license to use the Licensed Software for your own internal business operations. To avoid doubt, this 'internal business' restriction does not prevent the provision by you to other persons with valid viewer licenses of LinkOne books you publish using the Licensed Software in accordance with the terms of a valid "LinkOne Publisher" or "LinkOne Publishing System" license. The Licensed Software is licensed, not sold, by us to you for use only in accordance with these Terms and those contained in the applicable Order. You acknowledge that the Licensed Software may contain usage protection procedures that limit access to, and usage of, the Licensed Software to that permitted under these Terms and the applicable Order. We do not grant you a license to the source code of the Licensed Software. The computer readable media or electronic transmission containing the Licensed Software that we make available to you may also contain software for which you are not granted a license to use. You may not make use of any software for which you do not expressly obtain a license under an Order. Any rights not expressly granted in these Terms or an Order, are expressly reserved. You must procure that your Employees do not breach the terms of the license(s) granted pursuant to an Order. Subject to the other provisions of these Terms or the Order specifying otherwise, your license is limited to use of one copy of the Licensed Software only, on a single computer. The Licensed Software is licensed for use by the number of users specified in the Order and if no number is specified, for use by one individual. You acknowledge that the Licensed Software may contain open source elements and that your use of such elements is governed by these Terms and their applicable open source licensing terms and conditions, with the latter prevailing to the extent of any conflict. You further acknowledge that the Licensed Software may be supplied with, or call upon, separate open source elements and that your use of such elements is governed by their applicable open source licensing terms and conditions.

2.2 **Restrictions.** Except as otherwise expressly set forth in an Order or these Terms, you must not, or permit any third party to, directly or indirectly: (a) copy, modify, reverse engineer, disassemble, decompile or create derivative works based on the Licensed Software; (b)

sublicense, rent, lease or otherwise transfer the Licensed Software; (c) use the Licensed Software for any third party use including, but not limited to, training, facilities management, time-sharing, service bureau use, or data processing; (d) publish any results of benchmark or other tests run on the Licensed Software; (e) attempt to circumvent or render inoperative any usage restriction features contained in the Licensed Software; or (f) remove, obscure, alter, or move Hitachi Energy's and its licensors' proprietary notices on the Licensed Software or Documentation. Any interface information necessary to achieve interoperability of the Licensed Software with independently created computer programs will be provided by Hitachi Energy at Hitachi Energy's then-current fees upon your written request subject to us entering into an Order therefor.

2.3 Installation. Licensed Software may only be installed on your, our or our subcontractor's Equipment. Proper functioning of the Licensed Software may depend on you obtaining, installing on the Equipment and maintaining Hitachi Energy-certified versions of certain third party database software products, certain other software, and certain hardware peripherals. You should consult with your Hitachi Energy representative or Hitachi Energy-authorized reseller, distributor or systems integrator to obtain a listing of such necessary products and peripherals. If your Equipment is owned or controlled by a third party, then, if we (or Hitachi Energy) so request, you must demonstrate that such third party has executed an agreement that is consistent with the terms and conditions applicable to you in these Terms and the applicable Order and you are liable for any breach by that third party of those terms, as they apply to you. You may transfer the Licensed Software to your other Equipment and shall provide prompt written notice of such transfer to us. You shall be responsible for all costs related to any such transfer. In conjunction with any such transfer, all Licensed Software must be promptly deleted in its entirety from the initial Equipment, and from each back-up copy existing for the initial Equipment.

2.4 Delivery. Unless otherwise specified in an Order or required by the nature of the Licensed Software (e.g. a LinkOne parts book contained on a DVD with a WinView media-linked Viewer), to the extent the Licensed Software identified in the Order has not already been delivered to you, it will be sent electronically. Unless otherwise specified in an Order, Licensed Software will be taken to have been delivered to you once made available electronically by us to you or physically despatched, prepaid, by us to you. You should notify us promptly of any delivery or download problems.

2.5 Copies of Licensed Software. You may make a reasonable number of backup copies of the Licensed Software as is consistent with your normal backup or disaster recovery procedures, or as otherwise permitted in the applicable Order. You must maintain a log of the number and location of all originals and copies of the Licensed Software, which shall be provided to us upon our (or Hitachi Energy's) request. Any copies made for disaster recovery purposes may not be used by you in any manner except in the event of a disaster. In the event of a disaster which causes you to use any copy of the Licensed Software, you must promptly inform us of the disaster and must stop using such copy promptly after the disaster is abated.

2.6 Certification. On our (or Hitachi Energy's) request, but not more than once per year, you must furnish us (or Hitachi Energy) with a signed certification verifying that your use of the Licensed Software is in accordance with the terms and conditions of these Terms and each applicable Order.

2.7 If you publish LinkOne books. If you are an equipment manufacturer or installer that uses the Licensed Software to publish your own LinkOne parts book, operators of the manufacturer's equipment or installer's installation may view your books pursuant to appropriate Viewer licensing as described herein, provided, however, prior to distributing any LinkOne Viewers to any operators, you must cause each such operator to sign a written license agreement for the use of those Viewers, which agreement shall have terms substantially the same as and no less restrictive than these Terms. If you publish LinkOne parts books on behalf of equipment manufacturer, operator or installer customers of yours ("**Customers**") for viewing by their end-user customers, the previous sentence also applies (and you must procure that each Customer complies with that sentence), as if the Customer were you and the end-users to whom the Customer may make those books available in the course of their business were operators.

3. MAINTENANCE.

3.1 Maintenance. If an Order includes Maintenance for perpetually Licensed Software, we will provide Maintenance for the period set forth in the Order (the "**Maintenance Period**"). A Subscription License entitles you to use the applicable Licensed Software and Maintenance for the software during the Subscription Period, as an indivisible bundle for a single annual (or otherwise periodic) fee set forth in the Order. Under a Subscription License, the right to use the applicable Licensed Software and to receive Maintenance are conditional upon you maintaining payments when due of the applicable annual (or otherwise periodic) fee. All Maintenance will be provided by us or our Affiliates or subcontractors using commercially reasonable efforts and subject to these Terms as further modified by the Order and Hitachi Energy's applicable maintenance and support policies in effect at the beginning of the then-current Maintenance Period or Subscription Period, as applicable. Unless otherwise set forth in the applicable Order or SOW, we do not provide maintenance for hardware. You may not exclude any portion of the Licensed Software from Maintenance. The level of Maintenance service will be Hitachi Energy's standard level, in accordance with and subject to Hitachi Energy support policies, as amended from time to time, including Hitachi Energy policies regarding estimated response times for Maintenance, product release lifecycles and Maintenance end-of-life, supported platforms and conditions relating to reduction of Maintenance or reinstatement of lapsed Maintenance.

3.2 Maintenance renewal for perpetually Licensed Software. Unless Maintenance renewal for perpetually Licensed Software is cancelled by either party by written notice on or before ninety (90) days before the end of the preceding Maintenance Period (or such other period as may be set forth in an applicable Order), the Maintenance Period shall automatically renew for additional one (1) year periods, except as otherwise set forth in an Order. For each year of Maintenance after the initial year, the Maintenance fee for perpetually Licensed Software will automatically increase by the Annual Escalation Cap. If applicable, we may prorate Maintenance fees so that

Maintenance fees for all perpetually Licensed Software (and, if applicable, Subscription License fees) are due, and the Maintenance Periods (and, if applicable, Subscription Periods) renew, on the same date even if the Licensed Software was not ordered on the same date. If you cancel Maintenance for perpetually Licensed Software, and you subsequently order or reinstate Maintenance, you shall pay: (a) the cumulative Maintenance fees for the period during which Maintenance was not in place at the fee for your last year of Maintenance plus all applicable annual increases applying the applicable Annual Escalation Caps; (b) an additional Maintenance reinstatement fee; and (c) Maintenance fees for the current Maintenance Period at the then-current list price.

3.3 Subscription License renewal. Unless Subscription Period renewal for a Subscription License is cancelled by either party by written notice on or before ninety (90) days before the end of the preceding Subscription Period (or such other period as may be set forth in an applicable Order), the Subscription Period will automatically renew for additional one (1) year periods, except as otherwise set forth in an Order. For each year after the initial year, the Subscription License fee automatically increases by the Annual Escalation Cap.

3.4 Your Maintenance obligations. You shall promptly apply any Updates provided by us. You shall cooperate with us (and Hitachi Energy) by providing access to the Equipment to the extent required to diagnose or resolve issues.

3.5 Customizations. We shall not (and Hitachi Energy shall not) be responsible for providing Maintenance for any customizations or modifications. If we agree to provide Maintenance for customizations or modifications, additional Maintenance or Subscription License fees may apply.

3.6 'Classic' or 'limited' support. Maintenance and Subscription License fees may become subject to annual 'classic' or 'limited' (or similar) support uplift in accordance with the published Hitachi Energy Enterprise Software Customer Experience policy and product release lifecycle policy if you continue to use older software versions that are in 'classic' or 'limited' (or equivalent) support periods.

3.7 Move to direct Maintenance. If you enter into an Order with an entity other than Hitachi Energy or a Hitachi Energy Affiliate (such as an authorised Hitachi Energy reseller, distributor or systems integrator), we and Hitachi Energy reserve the right to require by notice that, as of the next renewal date, your Maintenance or Subscription License will cease to be governed by these Terms as between you and us but will become governed by a contract between you and Hitachi Energy, upon the same terms and conditions, subject to any change stated in any new Order that may be entered into between you and Hitachi Energy in connection therewith. Any such notice from us or from Hitachi Energy will bind you and will identify the full name and address of the Hitachi Energy entity that will take over the provision of (and invoicing for) Maintenance or the Subscription License (as applicable).

4. ADDITIONAL SERVICES.

THIS SECTION 4 CONTAINS IMPORTANT INFORMATION ABOUT THE SOW CONTRACTING PROCESS AND WHAT MUST BE SET OUT IN A SOW.

4.1 Provision of Additional Services. We (directly, through one or more of our Affiliates or through subcontractors or consultants) will provide to you the Additional Services set forth in a SOW. Additional Services required, if any, associated with an Update or Upgrade are not included within the scope of Maintenance and may be defined in, and performed by us for additional fees pursuant to, a SOW.

4.2 SOWs. A document purporting to be a SOW under these Terms is not a valid SOW for Additional Services hereunder and will not bind us unless and until: (a) it has been executed by you or (where the SOW document is not designed to be executed by you) issued by you to us and we have received it; (b) it includes the information required under Section 4.3; and (c) it is accepted by us. If the SOW is acceptable to us, we will accept it by signing it and confirming our acceptance in writing. Each SOW shall incorporate these Terms, as they apply to SOWs or Additional Services, as if they were set forth in full in the SOW. If there is any conflict between these Terms and the terms of any SOW which have been expressly accepted in writing signed by our duly authorized signatory, such terms of the SOW will prevail to the extent of the inconsistency provided that the conflicting provision(s) of these Terms is/are expressly and clearly identified in the SOW. Otherwise, these Terms shall prevail. In no event shall any of your terms and conditions, such as your standard terms of purchasing, contained or referred to in a purchase order or similar document issued by you as (or in connection with) a SOW apply, except solely to the extent they specify the information required by Section 4.3(a) or are otherwise accepted in writing signed by our authorised signatory.

4.3 Required contents of each SOW.

A SOW must clearly state the following information (except to the extent waived by us in writing signed by our authorised signatory): (a) the full legal entity name of each of the parties, unless, in relation to our entity only, any uncertainty is resolved pursuant to Section 13.18, and your address for notices; (b) a description of the Additional Services and the agreed charging basis for fees and (if any) travel and out of pocket expenses and the fee or fee estimate for the Additional Services; and (c) a reference to these Terms (e.g. "This SOW is governed by the Hitachi Energy 'License, maintenance and additional services terms for LinkOne software' [attached]*[available online at [insert the actual full URL where the terms are published by Hitachi Energy]*" (* delete whichever does not apply)).

5. ORDERS.

THIS SECTION 5 CONTAINS IMPORTANT INFORMATION ABOUT THE SOFTWARE AND MAINTENANCE ORDERING PROCESS AND WHAT MUST BE SET OUT IN AN ORDER.

5.1 Orders. A document purporting to be an Order is not a valid Order for LinkOne software licenses or Maintenance and will not bind us unless and until: (a) it has been executed by you or (where the Order document is not designed to be executed and a contracting mechanism that is pre-approved by Hitachi Energy is used, as described or referred to in Sections 5.3 or 5.4) issued by you and we have received it; (b) it includes the information required under Section 5.2; and (c) it is accepted by us. If the Order is acceptable to us, we will

accept it by either confirming our acceptance in writing or by delivering the Licensed Software (or making it available to you online), whichever occurs first. Each Order shall incorporate these Terms as if they were set forth in full in the Order. If there is any conflict between these Terms and the terms of any Order which have been expressly accepted in writing by a duly authorized signatory of Hitachi Energy, such terms of the Order shall prevail to the extent of the inconsistency provided that the conflicting provision(s) of these Terms is/are expressly and clearly identified in the Order. Otherwise, these Terms will prevail. In no event will any of your terms and conditions, such as your standard terms of purchasing, contained or referred to in a purchase order or similar document issued by you as (or in connection with) an Order apply, except solely to the extent they specify the information required by Section 5.2(a). This applies whether our acceptance of the purchase order or similar document expressly deletes or excludes your terms and conditions or not.

5.2 Required contents of each Order.

An Order must clearly state or incorporate by reference the following information (except to the extent waived by us in writing¹): (a) the full legal entity name of each of the parties, unless, in relation to our entity only, any uncertainty is resolved pursuant to Section 13.18, and your address for notices; (b) the name, email and telephone contact details (and if applicable physical address) for initial delivery of the software or online access details to your representative; (c) the applicable Hitachi Energy product name(s) and the number and type(s) of Licensed Software licenses purchased or covered by Maintenance under the Order, including any applicable metrics or restrictions, such as Named User numbers or page production limits (yearly renewing or single use), as applicable; (d) the license and/or Maintenance term (e.g. "perpetual license plus 1 year Maintenance" or "3 years Subscription License" or stating Maintenance Period or Subscription Period start and end dates); (e) the agreed license fee and annual Maintenance fee or (if applicable) Subscription License fee; (f) if the Order is for a LinkOne WinView to WebView conversion, that fact, and the number of user licenses being converted and the resultant number of user licenses; and (g) a reference to these Terms (e.g. "This Order is governed by the Hitachi Energy 'License, maintenance and additional services terms for LinkOne software' [attached]*[available online at [insert the actual full URL where the terms are published by Hitachi Energy]]*" (* delete whichever does not apply)). The Order must use the terms defined in Sections 5.5 and 5.6, as applicable.

(¹ a Hitachi Energy-authorized reseller, distributor or systems integrator is not authorized to waive these requirements unless Hitachi Energy so permits in writing.)

Our legal entity details and the details required by items (c) to (f) above will usually be in the proposal we give to you prior to ordering. If you cannot see them or need help with any of the details required in an Order, please ask us so the correct information can be included in the Order. If the Maintenance Period or Subscription Period is not stated in the Order it will be deemed to commence on the date the Order is accepted by us and will end one (1) year later, subject to renewal in accordance with Section 3.2 or 3.3 of these Terms (as applicable).

5.3 Ordering licenses by purchase order. This Section sets out a contracting mechanism that is pre-

approved by Hitachi Energy, as contemplated under Section 5.1. You may order perpetual licenses in respect of Licensed Software, together with Maintenance, or Subscription Licenses, from us by delivering your purchase order to us, containing the information required under Section 5.2. If the purchase order is acceptable to us, we will accept it by either confirming our acceptance in writing by sending you a written purchase order acknowledgement, purchase order acceptance or similar document or by delivering the Licensed Software to you (or making it available to you online), whichever occurs first. Our acceptance may be conditioned upon the deletion or exclusion of any unacceptable terms set forth or referred to in your purchase order, such as your standard conditions of purchase, which will not apply regardless of whether our acceptance of the purchase order expressly deletes or excludes your standard conditions or not. Under this mechanism, the Order is taken to comprise our purchase order acknowledgement, purchase order acceptance or similar document (if applicable) and your purchase order and any quotation or proposal document issued by us that may be referred to in your purchase order or to which your purchase order relates.

5.4 Other ordering methods that may be approved by Hitachi Energy. Hitachi Energy may pre-approve other contracting mechanisms using these Terms, as contemplated under Section 5.1, such as online internet or mobile click-through contracting, for purchasing licenses, Maintenance or Additional Services. A description of any such pre-approved mechanisms will be published by Hitachi Energy online and will expressly refer to these Terms and will apply as a Hitachi Energy pre-approved mechanism for the purposes of this Section 5 to the extent the description remains published by Hitachi Energy. For this purpose, Hitachi Energy may, by notice published online, adjust the definition of, or requirements for, an Order or SOW, or any other part of these Terms, as reasonably required to facilitate any such mechanism. Any such notice will expressly refer to these Terms.

5.5 Defined licensing terms. The following terms when used in these Terms or an Order have the following meanings:

5.5.1 An "**Evaluation License**" means that we grant you a limited, non-transferable, revocable and non-exclusive and, unless the Order states otherwise, royalty-free license to test and use (but not to copy, disassemble, decompile, modify or create derivative works based on) the Licensed Software, as necessary or appropriate for evaluation, non-commercial purposes only for a term of no more than thirty (30) days, unless a different period is stated in the Order and that you may permit installation and use on one computer only at any one time except if the Order expressly permits otherwise, and will keep a record of the computer(s) on which the Licensed Software is currently installed and used. No Maintenance for the Licensed Software is offered or provided by us in relation to Evaluation Licenses, the Licensed Software is provided "as is" and the Software Warranty in Section 9.1 does not apply. We may invoice you for the list price of the Licensed Software and one (1) year's Maintenance if you do not return or stop using it by the end of the evaluation period. Hitachi Energy may use any feedback or ideas you may provide to us (or Hitachi Energy) in connection with your use under an Evaluation License.

5.5.2 A "**Named User**" number stated in an Order refers to the maximum number of individuals that are authorised to access the Licensed Software, regardless of whether an authorised individual is actively using the program(s) at any given time. Use of the Licensed Software must not exceed the purchased number of Named Users stated in the Order.

5.5.3 A "**LinkOne Publisher**" or "**LinkOne Publishing System**" license stated in an Order means that you may use the Licensed Software to create drafts of LinkOne books and, subject to you having sufficient, unutilised, unexpired production capacity within the associated Page Limit, to publish those books via the software. A "**Page Limit**" stated in an Order means that the LinkOne software may be used to publish LinkOne books and the license is limited to the total page production capacity (the number of pages or the number of pages per year, as applicable) stated. Once the Page Limit is exhausted, although draft books may still be created, you will have no further right to use LinkOne software to publish LinkOne books, unless you purchase a license for further page production capacity, or, if you have an Annual Page Limit license, your Annual Page Limit renews. You may purchase more page production capacity above the current Page Limit via a further Order. An Order may specify that a LinkOne Publisher Page Limit license expires upon a single use when the stated limit is reached ("**One Time**" or "**Single Use**") or renews automatically each year, annually resetting (not accumulating) ("**Annual Page Limit**"), subject to you paying the applicable fees and subject to cancellation of renewal in accordance with Section 3.3. An Order that does not specify clearly that a Page Limit is One Time or Single Use is deemed to be subject to an Annual Page Limit, renewing annually and subject to cancellation of renewal in accordance with Section 3.3. A LinkOne Annual Page Limit license is treated as a Subscription License for a term of one year (subject to renewal, cancellation or termination pursuant to Section 3.3 or 12), coterminous with the annual Maintenance for the associated LinkOne Publisher license.

5.5.4 A "**LinkOne Viewer User**" number stated in the Order stipulates the maximum number of users permitted to use the relevant LinkOne Viewer. A LinkOne Viewer ("**Viewer**") is required to view a LinkOne parts book produced by the publishing system in LinkOne software. A Viewer license does not entitle you to create or publish parts books using LinkOne; a LinkOne publishing license is required to permit that, with an associated Page Limit, as referred to at Section 5.5.3.

5.5.5 A "**WinView media-linked Viewer**" means that you may use the Viewer for the sole purpose of viewing a specific LinkOne parts book contained on a CD-ROM, DVD (or other media) supplied by the publisher of the LinkOne book. You may not use the Viewer for the purpose of viewing any other LinkOne book.

5.5.6 A "**WinView Publisher-Linked Viewer**" (or "**WinView PLV**" or "**PLV**") means that you may use the Viewer for the sole purpose of viewing LinkOne parts books published using a particular publisher code pre-programmed in the instance of the Licensed Software made available by us to you or stated in the Order. You may not use the Viewer for the purpose of viewing LinkOne books published using any other publisher code. Use of WinView Publisher-Linked Viewer must not exceed

the purchased number of Named Users stated in the Order.

5.5.7 A "**WinView Open Viewer**" means that you may use the Viewer to view any LinkOne parts book produced by all software publishing systems and publisher codes and from any manufacturer's distribution media. Use of WinView Open Viewer must not exceed the purchased number of Named Users stated in the Order.

5.5.8 "**WebView**" means that you may view LinkOne parts books via the internet using a supported commercially available browser (as determined by Hitachi Energy). Use of WebView must not exceed the purchased number of users or viewers stated in the Order. Where the licensed users or viewers stated in the Order are "**Concurrent Users**" or "**Concurrent Viewers**", the number of users/viewers using/viewing at any given time is determined by reference to "Concurrent Sessions". A "Concurrent Session" refers to a unique session created from one instance of a browser which successfully creates a connection to the LinkOne WebView server. The total Concurrent Sessions refers to the total connections to the LinkOne WebView server at any single point in time.

5.6 LinkOne WinView to WebView conversion. If the Order is for, or includes, a "**LinkOne WinView to WebView conversion**", with effect from the effective date of the Order, the terms applicable to your previously purchased LinkOne WinView licenses are amended so that, from that date, they no longer permit use as a WinView viewer but instead allow viewing of LinkOne parts books via WebView over the internet by up to the number of WebView users stated in the Order.

6. PAYMENT.

6.1 Fees. You shall pay to us the fees set forth in each Order or SOW and any amounts for travel and out of pocket expenses referred to in a SOW. Unless otherwise provided in an Order or SOW, you shall pay all fees in advance within thirty (30) days (or such other period for payment of invoices (if any) as may be set out in the relevant Order or SOW) of the date set forth in each invoice issued by us, without set-off, deduction or other withholding. Other than cancellation of renewal in accordance with Sections 3.2 or 3.3 all Orders, SOWs and fees are non-cancellable and non-refundable. Any fees not paid when due for payment shall accrue interest at a rate equal to the lesser of: (a) 1.5% per month; or (b) the maximum amount allowed by applicable law. You agree to pay to us all reasonable costs and expenses of collection, including reasonable attorneys', solicitors' and barristers' fees and court costs, incurred by us to collect payments due. If you do not pay license fees or Subscription License fees when payment is due, we may, upon thirty (30) days prior written notice, recover or disable the applicable Licensed Software until such payment is made in full. If you do not pay Maintenance, Subscription License or Additional Services fees when payment is due, we may suspend performance of the applicable Maintenance or Additional Services until such payment is made in full.

6.2 Taxes. You are liable for any and all sales, use, excise, value added ("**VAT**"), goods and services tax ("**GST**"), customs fees or other similar taxes to be paid by either party in connection with any Order or SOW, including withholding taxes arising from international transactions. If you are exempt from the payment of any such taxes, you must provide us with a valid tax exemption

certificate. If you have paid or assert that you have paid any such taxes, on request by us, you must provide us with proof of the requirement and of your direct payment of taxes to the applicable taxing authority. Otherwise, you must pay to us all such taxes. We reserve the right to charge a gross-up amount if you pay us net of withholding tax. Subject to the foregoing, we are solely responsible for any taxes based on our income.

7. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

7.1 Ownership. You own all right, title and interest in and to your Confidential Information. As between you and us, we own all right, title, and interest in and to all our Confidential Information including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto. Our licensors own all right, title, and interest in and to all third party software and related documentation including, without limitation, all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto. As between you and us, all Work Product, and all patent, trademark, copyright, trade secret, and other intellectual property rights related thereto, is our property on creation and is licensed non-exclusively to you, at no additional license fee, pursuant to the applicable SOW and subject to these Terms. You agree that Hitachi Energy maintains exclusive ownership of any LinkOne parts book generated by the use of the Licensed Software, and any and all copyrights, patents, trade secrets, trademarks and other proprietary and confidential information rights of any kind anywhere in the world therein, PROVIDED that you (or the relevant content licensor where you publish on behalf of another person) retain all right, title, and interest in any of your (or your licensed) content published in a LinkOne parts book you may publish using LinkOne publisher software.

7.2 Assignment of rights; cooperation. If you acquire any rights in any Work Product or Licensed Software, you hereby assign all such rights to us. You must give us all reasonable assistance and must execute all documents necessary to assist or enable us (or Hitachi Energy) to perfect, preserve, register and record such assignment and our (or Hitachi Energy's) right, title, and interest in any Work Product or Licensed Software.

7.3 Protection of Confidential Information. Each party may furnish the other party with Confidential Information. Neither party shall (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party; or (b) utilize Confidential Information for any purpose, except as expressly contemplated by an Order or SOW, or otherwise authorized in writing by the other party. Each party will limit the disclosure of the other party's Confidential Information, to Affiliates and Employees with a need-to-know and who have been advised of the confidential nature thereof, or third party consultants with a need-to-know and who have been contractually obligated to maintain such confidentiality through signature of a written nondisclosure agreement acknowledging the non-disclosure obligations of these Terms; provided, however, that you will obtain our prior written consent before disclosing any of our Confidential Information to any third party. Each party shall provide the other party with copies of any such nondisclosure agreements upon written request. Each party will be liable for any breach by any of its Employees or third party

consultants of the confidentiality obligations contained herein.

7.4 Required disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party will use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent possible; and (c) make such disclosure only to the extent so required.

8. PERSONAL DATA PRIVACY

The parties agree that the protection of Personal Data is very important. If you disclose Personal Data to us in connection with an Order or SOW, we will comply with all applicable data privacy or protection laws and regulations. You must comply with all applicable data privacy or protection laws and regulations in respect of any Personal Data you receive from us or Hitachi Energy in connection with an Order or SOW.

9. LIMITED WARRANTIES.

9.1 Licensed Software limited warranty. We warrant that, subject to this Section 8, the Licensed Software will perform without Documented Defects ("**Software Warranty**") for a period of three (3) months following delivery of the Licensed Software to you (the "**Software Warranty Period**"). You must notify us in writing of any claim under the Software Warranty prior to the end of the Software Warranty Period (the "**Software Warranty Notice**"). You will give us (and Hitachi Energy) sufficient access, including remote access, to the Licensed Software and the Equipment, and sufficient information and time, to allow us (and Hitachi Energy) to duplicate the Documented Defect.

9.2 Additional Services limited warranty. We warrant that the Additional Services will be performed in a workmanlike manner consistent with generally accepted industry standards and in compliance with the applicable SOW (the "**Additional Services Warranty**"). You must notify us in writing of any claim under the Additional Services Warranty must be made within thirty (30) days of completion of the Additional Services which you allege were not performed consistent with the Additional Services Warranty.

9.3 Our warranty obligations.

9.3.1 Our sole obligation under the Software Warranty is to provide corrections of, or avoidance procedures for, the Documented Defect identified in the Software Warranty Notice.

9.3.2 Our sole obligation under the Additional Services Warranty shall be to re-perform the Additional Services which were not as warranted.

9.3.3 TO THE EXTENT PERMITTED BY LAW, THIS SECTION 9.3 SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTIES IN SECTIONS 9.1 AND 9.2.

9.4 Limitations. The limited warranties in Sections 9.1 and 9.2 shall not apply: (a) to any customizations or modifications; (b) if the Licensed Software is not used on the Equipment or in accordance with the Documentation

or these Terms; (c) if the Additional Services or Licensed Software has been installed, implemented, customized, modified, enhanced or altered by you or any third party; (d) if you are not using the most recent version of the Licensed Software and the Documented Defect has been remedied in the newer version; (e) to any error or defect caused by you, any third party, or any third party software or anything beyond our reasonable control; (f) to any error or defect arising as a result of drawings, designs or specifications provided by you; (g) to any additional user, server or instance licenses of Licensed Software for which the Software Warranty has already expired; or (h) to any Updates or Upgrades.

9.5 **DISCLAIMER.** EXCEPT AS OTHERWISE PROVIDED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, OR ANY MAINTENANCE OR ADDITIONAL SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND WE EXPRESSLY DISCLAIM ANY SUCH WARRANTIES. WE DO NOT WARRANT THAT: (a) THE LICENSED SOFTWARE OPERATES UNINTERRUPTED; (b) ALL LICENSED SOFTWARE ERRORS CAN BE CORRECTED; (c) THE APPLICATIONS CONTAINED IN THE LICENSED SOFTWARE ARE DESIGNED TO MEET ANY OF YOUR BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED IS ACCURATE OR ERROR-FREE. YOU ACKNOWLEDGE THAT YOU HAVE ASSESSED FOR YOURSELF THE SUITABILITY OF THE LICENSED SOFTWARE FOR YOUR REQUIREMENTS.

9.6 **DATA SERVICES DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT FOR SERVICES, MAINTENANCE OR LICENSED PRODUCTS COMPRISED OF DATA, INFORMATION, ANALYSES, OR MODELS, WE OBTAIN DATA FROM THIRD PARTY SOURCES, AND THE DATA MAY NOT BE COMPLETELY THOROUGH AND ACCURATE, AND YOU MUST NOT RELY ON US FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED THROUGH SUCH SERVICES, MAINTENANCE OR PRODUCTS. YOU ACCEPT ALL SUCH INFORMATION ON AN "AS IS" "AS AVAILABLE" BASIS.

10. INDEMNIFICATION.

10.1 **General indemnification.** Except for claims covered by Section 9.2, each party ("**Indemnifying Party**") must indemnify and defend the other party ("**Indemnified Party**") against any third party claim, including costs and reasonable attorneys', solicitors' and barristers' fees, in which the Indemnified Party is named because of negligent conduct or wilful misconduct by the Indemnifying Party or its Employees, while performing its obligations pursuant to an Order or SOW, which result in death, personal injury or property damage; provided that: (a) the Indemnified Party gives the Indemnifying Party prompt notification in writing of any such claim and reasonable assistance, at the Indemnifying Party's expense, in the defence of such claim; and (b) the Indemnifying Party has the sole authority to defend or settle such claim as long as such settlement does not include a financial obligation on the Indemnified Party.

10.2 **Infringement indemnification.** We will indemnify and defend you against any claim brought against you by

third parties alleging the use of any of the Licensed Software or Work Product (collectively, the "**Deliverables**"): (a) infringes a patent, copyright or trademark; or (b) misappropriates any third party trade secret (collectively, an "**Infringement Claim**"); provided that (i) you give us prompt notification in writing of any such Infringement Claim and reasonable assistance, at our expense, in the defence of such Infringement Claim; and (ii) we have the sole authority to defend or settle such Infringement Claim and such settlement must not include a financial obligation on you.

10.3 **Indemnification limitations.** We will have no obligation or liability for any Infringement Claim arising out of or relating to: (a) a modification created by you or at your direction or by a third party; (b) use of a Deliverable other than in accordance with these Terms, the Order or SOW as applicable, or the Documentation provided as part of the Deliverable; (c) use of any of the Deliverables in combination with any other hardware, software or other materials, where absent such combination, the affected Deliverable would not be the subject of the Infringement Claim; (d) use of Licensed Software or any version thereof for which Hitachi Energy no longer offers Maintenance; (e) use of the Licensed Software without your implementation of all applicable Maintenance; or (f) any published content within any third party LinkOne parts book we may resell to you pursuant to an Order.

10.4 **Effect of Infringement Claim.** If an Infringement Claim is or, in our reasonable belief, is likely to be asserted: (a) we may require you to discontinue use of the applicable Deliverable immediately; and (b) we will, at our sole option, either (i) procure for you the right to use and exercise your rights with respect to the Deliverable; (ii) replace the affected Deliverable with another non-infringing Deliverable or modify the affected Deliverable to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in sub-clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by us in our sole discretion, terminate the affected Order or SOW, in whole or in part, and any licenses granted therein, and pay to you a pro rata refund of the fees paid by you for the applicable Deliverable, depreciated on a five-year straight line basis (including a pro rata refund of unused Maintenance fees or Subscription License fees (as applicable) paid by you if the affected Deliverable is Licensed Software).

10.5 **EXCLUSIVE REMEDY.** THE PROVISIONS OF SECTIONS 9.2 TO 9.4 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF US TO YOU, AND ARE YOUR SOLE REMEDY, WITH RESPECT TO ANY CLAIM OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

11. LIMITATIONS OF LIABILITY.

11.1 EXCEPT FOR CLAIMS ARISING OUT OF: (a) BREACH OF CONFIDENTIALITY; (b) INFRINGEMENT OF OUR (OR HITACHI ENERGY'S) INTELLECTUAL PROPERTY RIGHTS; (c) GROSS NEGLIGENCE OR WILFUL MISCONDUCT; OR (d) THE PARTIES' INDEMNIFICATION OBLIGATIONS FOR DEATH OR PERSONAL INJURY, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT LOSS, DAMAGE OR DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR

MALFUNCTION OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR OTHER CONSEQUENCE. IF THE JURISDICTION (AS DEFINED IN SECTION 12.11) DOES NOT HAVE AN ESTABLISHED DEFINITION OF "GROSS NEGLIGENCE", FOR THE PURPOSES OF THIS SECTION THAT TERM SHALL MEAN ANY ACT OR FAILURE TO ACT (WHETHER SOLE, JOINT OR CONCURRENT) WHICH SERIOUSLY AND SUBSTANTIALLY DEVIATES FROM A DILIGENT COURSE OF ACTION, WHICH IS DONE OR OMITTED WITHOUT EVEN A SLIGHT DEGREE OF CARE OR DILIGENCE, OR WHICH IS IN RECKLESS DISREGARD OF, OR INDIFFERENCE TO, THE HARMFUL CONSEQUENCES.

11.2 EXCEPT FOR CLAIMS ARISING OUT OF: (a) BREACH OF CONFIDENTIALITY; (b) INFRINGEMENT OF OUR (OR HITACHI ENERGY'S) INTELLECTUAL PROPERTY RIGHTS; OR (c) THE PARTIES' INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY IN CONNECTION WITH AN ORDER OR SOW SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE FEES PAID OR DUE FOR PAYMENT BY YOU TO US IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM ARISES FOR THE MAINTENANCE, SUBSCRIPTION LICENSE OR ADDITIONAL SERVICES TO WHICH THE CLAIM RELATES, OR, IN THE CASE OF LIABILITY RELATING TO THE SOFTWARE WARRANTY, THE LICENSE FEES PAID OR DUE FOR PAYMENT BY YOU TO US.

11.3 EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT WE WOULD NOT ENTER INTO AN ORDER OR SOW WITHOUT THESE LIMITATIONS ON ITS LIABILITY. NOTWITHSTANDING THE FOREGOING, SECTIONS 11.1 AND 11.2 SHALL NOT APPLY TO LIABILITIES THAT CANNOT BE LIMITED BY LAW.

11.4 IN NO EVENT, REGARDLESS OF CAUSE, SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY PENALTY.

12. TERM AND TERMINATION.

12.1 Term. An Order or SOW shall become effective as of the Effective Date and shall continue in effect, except as otherwise set forth in the Order or SOW, unless terminated under Section 11.2 or in accordance with Sections 3.2 or 3.3.

12.2 Termination. An Order or SOW may be terminated by notice in writing as follows:

- (a) by either party thirty (30) days after providing the other party with written notice of the other party's material breach of these Terms or the terms of the relevant Order or SOW, unless during such thirty (30) day period the breaching party has (i) cured such breach; or (ii) if cure within thirty (30) days is not feasible, provided the non-breaching party with a written plan reasonably acceptable to the non-breaching party to cure such breach and made substantial progress to cure within the thirty (30) day period; or

- (b) by us ten (10) days after we provide you with notice of your failure to remit payment to us by the due date for payment; or

- (c) immediately by either party if the other party becomes insolvent, makes an assignment for the benefit of creditors, appoints (or has appointed on its behalf) a trustee, receiver or similar officer, or commences a proceeding seeking reorganization, liquidation or similar relief under any bankruptcy, insolvency or similar debtor-relief statute.

12.3 Effect of termination.

12.3.1 Upon cancellation of renewal pursuant to Section 3.2 or 3.3 or termination by you pursuant to Section 11.2(a) or 11.2(c): (a) all amounts owed by you to us pursuant to the terminated Order(s) or SOW(s) will be immediately due for payment, and we will be entitled to retain any and all fees paid by you, except that we will refund any prepaid Maintenance or Subscription License fees to the extent that they relate to the period after the effective date of termination; (b) use by you (and all of your Employees) of any Licensed Software that is subject to a Subscription License under any terminated Order must immediately cease; and (c) all of our Maintenance, Subscription License and Additional Services obligations pursuant to the terminated or cancelled Order(s) or SOW(s) will cease. In the case of cancellation of renewal pursuant to Section 3.2 or 3.3, such cessations will be effective as of the date of expiry of the then current (unrenewed) Maintenance Period or Subscription Period (as applicable).

12.3.2 Upon termination by us for any reason set forth in Section 11.2: (a) all amounts owed by you to us pursuant to the terminated Order(s) or SOW(s) will be immediately due for payment, and we will be entitled to retain any and all fees paid by you; (b) use of the Licensed Software by you (and all of your Employees) under any terminated Order must immediately cease; and (c) all of our Maintenance, Subscription License and Additional Services obligations pursuant to the terminated Order(s) or SOW(s) will cease.

12.3.3 Within thirty (30) days of any termination referred to in Section 12.3.2, any termination of any Subscription License referred to in Section 12.3.1 or cancellation of renewal of a Subscription License pursuant to Section 3.3 or other expiry or termination of a Subscription License, you must destroy or return to us all copies of applicable Licensed Software and any other Confidential Information belonging to us, and will certify to us that all copies have been destroyed or returned.

12.4 Survival. Cancellation or termination of an Order or SOW will not affect rights accrued prior to the date of cancellation or termination. Any provision of these Terms or an Order or SOW that, by their nature should survive cancellation or termination, will survive cancellation or termination, including, without limitation, the provisions concerning protection of Confidential Information, proprietary rights, disclaimers, indemnification and limitations and exclusions of liability.

13. GENERAL PROVISIONS.

13.1 Assignment. No Order or SOW, nor any rights, duties or obligations set forth therein, may be assigned, sublicensed or otherwise transferred by you, in whole or in part, whether directly or by operation of law, including by

way of sale of assets, merger or consolidation, without the prior written consent of Hitachi Energy, and any attempt to do so without the express prior written consent of Hitachi Energy shall be deemed void. Hitachi Energy's consent may be conditioned upon payment by you of a transfer, assignment or other fee, and such condition will not be deemed unreasonable.

13.2 Right to injunctive relief. You acknowledge that your breach of your obligations with respect to our (or Hitachi Energy's) proprietary rights or Confidential Information will cause irreparable injury to us (or Hitachi Energy) and will entitle us or Hitachi Energy to seek injunctive or other equitable relief.

13.3 Dispute resolution process. Except for claims arising out of the confidentiality obligations hereunder or our (or Hitachi Energy's) intellectual property rights, neither party will invoke formal dispute resolution procedures other than in accordance with this Section 13.3. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) days after delivery of such notice, executives of the parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days after the disputing party's notice, or if the executives fail to meet within the ten (10) day period, either party may then proceed as set forth in Section 13.4 herein. All negotiations pursuant to this Section will be deemed Confidential Information and treated as without prejudice compromise and settlement negotiations.

13.4 Arbitration. Except with respect to equitable remedies and disputes related to the ownership and protection of Licensed Software or Work Product, the parties agree that, unless they agree otherwise in writing, any dispute, claim or controversy relating in any way to these Terms or an Order or SOW must be fully and finally settled by binding arbitration in accordance with the laws applicable to arbitration in, and the latest rules for arbitration of the preeminent peak arbitration body of, the country in which we Reside. If it is not clear which body is the preeminent peak arbitration body of the country in which we Reside, we will nominate one of the reputable peak arbitration bodies in that country, in our sole discretion, and that will be the relevant body. The seat of arbitration will be in the city closest to us that has an arbitration facility designated by law or run by that peak body. The arbitration panel will include only persons with experience in information technology or computer software licensing or implementation matters. Unless the parties agree in writing a different number or method of selecting arbitrators, each party shall choose one arbitrator, and the two arbitrators so selected will choose a third arbitrator. Determinations of the arbitrators will be final and binding upon the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings and ruling resulting from the arbitration proceedings will be deemed Confidential Information, and must not be disclosed by any party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation or to enforce the ruling. All arbitration proceedings and submissions must be in the English language. The arbitrators will apply the governing law of these Terms (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not

limited to the interpretation and validity of these Terms or an Order or SOW, the rights and obligations of the parties, the mode of performance and the remedies and consequences of the alleged breach.

13.5 Third party beneficiaries. Hitachi Energy and its Affiliates will be third party beneficiaries of these Terms for the purposes of enforcing their rights (including indemnities) with respect to the Licensed Software.

13.6 Independent contractors. Nothing in these Terms or in the course of dealing between us and you will be deemed to create between us and you a partnership, joint venture, association, employment relationship, co-ownership or any other relationship other than an independent contractor relationship. Nothing in these Terms or in the course of dealing between us and you will be deemed to empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party will hold itself out as entitled to do the same.

13.7 Severability. If any provision of these Terms is held invalid or unenforceable, the provision will be deemed modified only to the extent necessary to render it valid or eliminated, as the case may be, and the remainder will be enforced and construed as if the provision had been included as modified or as if it had not been included, as the case may be.

13.8 Waiver and variation. All waivers and variations must be in writing signed on behalf of the party waiving a right or, in the case of a variation, both parties. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver on any other occasion or of any other provision.

13.9 Counterparts. Orders and SOWs may be signed electronically and in counterparts, each of which will be deemed an original and which shall together constitute one instrument.

13.10 Publicity. If an Order or SOW has been entered into under these Terms, we (and Hitachi Energy) will have the right to identify you as a customer of ours as part of our marketing efforts, including customer lists and press releases.

13.11 Governing law. These Terms and all Orders and SOWs entered into under them, and any claims related to them, will be governed by the laws of the jurisdiction in which we Reside ("**the Jurisdiction**"), as such laws apply to contracts between residents of that jurisdiction performed entirely within such jurisdiction, without giving effect to its choice of law principles. With the exception of the arbitration provision set forth above, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts in the Jurisdiction. The parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms or to any Order or SOW under them.

13.12 Restricted rights. All U.S. government users license the Licensed Software with only those rights stated herein and the relevant Order, including, without limitation, the following: Licensed Software may be transferred to the U.S. government only with the prior written consent of an officer of Hitachi Energy and solely as restricted computer software.

13.13 Export control notice. You agree not to disclose, use, export or re-export, directly or indirectly, any Deliverable, any information provided by us, or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such regulations. You acknowledge your obligation to comply with all applicable export control laws in your use, export or re-export of the Deliverables. You must defend, indemnify, and hold us and our licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys', solicitors' and barristers' fees) arising out of your noncompliance with applicable export laws.

13.14 Audit rights. You and we will maintain books and records applicable to performance under these Terms. Each party will have the right during the term of an Order or SOW under these Terms and for up to one (1) year after the expiry or termination of such an Order or SOW, upon reasonable written notice and during normal business hours, to audit and inspect such books and records of the other party (including your relevant systems) in order to verify compliance with these Terms and the terms of an Order or SOW. Audits will be made no more than once in any twelve (12) month period. If an audit reveals that you have underpaid for Licensed Software based on your actual use of such software, then you will pay us, promptly upon demand by us: (a) the applicable license fees at our then-current list rates; (b) additional associated fees for any Maintenance at our then-current list rates; (c) any applicable late charges; and (d) if an audit reveals that you have underpaid for Licensed Software by five percent (5%) or more, our reasonable costs of conducting the audit. If an audit reveals you are utilizing the Licensed Software in a manner not permitted by an Order pursuant to these Terms, you agree to take, at your expense, all reasonable corrective action requested by us.

13.15 Notices. All notices or other communications must be in writing and signed and will be deemed to have been duly given: (a) when delivered by hand (with written confirmation of receipt); or (b) two (2) days after being deposited for delivery with a nationally or internationally recognized overnight or express delivery service and addressed to the appropriate address set forth in the relevant Order or SOW or if not set forth for us in an Order or SOW, to our formal corporate registered office address (or to such other address as a party may designate by written notice to the other party).

13.16 Force Majeure. Other than for payments due, neither party will be liable to the other for any failure or delay in performance due to circumstances beyond its reasonable control including, without limitation, acts of God, labour disruption, war, terrorist threat, public health emergency, epidemic, virulent or contagious outbreak or government embargo, order, border restriction or border closure or other government action ("**Force Majeure**"); provided that if either party is unable to perform its obligations for one of the foregoing reasons it will give prompt written notice thereof to the other party and the time for performance, if any, will be deemed to be

extended for a period equal to the duration of the conditions preventing performance.

13.17 No set-off. Each Order and SOW represents separate contractual obligations independent of each other. You will not withhold or set-off payments that are due for payment under an Order or SOW because of the status of another Order or SOW under these Terms, or any other agreement with us, Hitachi Energy or any of our or their Affiliates.

13.18 Hitachi Energy entity/entities. Hitachi Energy is a group of companies that operates globally. If, in relation to an Order or SOW, the effect of a reference to Hitachi Energy in these Terms or an Order or SOW is unclear or ambiguous (for example, due to uncertainty about whether a reference to a specific Hitachi Energy legal entity or multiple Hitachi Energy entities or the whole Hitachi Energy corporate group is intended or due to uncertainty about the specific identity of a relevant Hitachi Energy legal entity) or the Order or SOW does not identify the Hitachi Energy entity with certainty, *Hitachi Energy Ltd, Switzerland* will have sole discretion to designate the precise details of the relevant Hitachi Energy entity or entities by notice to you and such notice will be binding on the parties. You should therefore be clear and specific in any Order or SOW placed with a Hitachi Energy Affiliate as to the identity of that supplying Hitachi Energy Affiliate. Similarly, it is important that the supplier entity be identified definitively in Orders or SOWs between you and any Hitachi Energy-authorized reseller, distributor or systems integrator.

13.19 Choice of language. The original of these Terms is in English. If these Terms are translated into any other language, the English version will prevail to the extent of any conflicts between the versions.

13.20 Entire agreement. These Terms, together with an Order or SOW, will be the complete agreement and understanding between the parties and replace any prior oral or written communications between the parties related thereto, including but not limited to, any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by you to us regardless of any statement to the contrary contained in any such purchase order or document.

13.21 No use for nuclear assets. You must not use the Licensed Software, Maintenance or Additional Services for any use associated with any nuclear power plant or nuclear facility, decommissioned nuclear power plant, nuclear fuel manufacturing plant, uranium enrichment plant, uranium conversion plant, nuclear waste treatment plant, spent nuclear fuel storage facility, nuclear research centre or research reactor, nuclear fusion power plant or reactor or nuclear powered vehicle. You shall defend and indemnify, and hold harmless, us, Hitachi Energy and each Hitachi Energy Affiliate against any damage or loss arising from breach of the aforementioned restriction regarding nuclear assets.