

Hitachi Energy MyLearning Terms and Conditions

This agreement is between you or the entity you represent and Hitachi Energy Ltd., and consists of the terms below (the “Agreement”). This Agreement pertains only to your engagement with the Hitachi Energy’s MyLearning platform (“Platform”). If you are entering into this Agreement on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity. If you specify a company name in connection with signing up for or ordering a Course, you will be deemed to have placed that order and to have entered into this Agreement on behalf of that organization or company. Key terms are defined in Section 7. By accepting this Agreement, you agree to these terms. If you do not accept and comply with this Agreement, you may not use the Platform.

1. Services.

1.1 **General.** We grant you a limited, revocable, non-exclusive, non-sublicensable, nontransferable license to access and use the Platform and the Course that is set forth in your Order in accordance with these Terms. You have no right, title or interest in or to the Course, other than the rights expressly granted in these Terms. You may not copy, modify, alter, tamper with, repair, or otherwise create derivative works of the Course, and you may not sell, license, assign, or distribute the Course. You may not disable, tamper with or otherwise attempt to circumvent any mechanism that limits your use of the Course. As between you and us, we own and reserve all right, title, and interest (including intellectual property rights) in and to the Course and to the Platform.

1.2 **Access.** You are responsible for all of your activities while engaging with the Course and you will not authorize any third party to access or use the Course. You may access and use the Course for educational purposes only, including to develop Hitachi Energy product proficiency and professional skills.

1.3 **Restrictions on Use.** You will not use or process Course content in a production, live, or commercial context, or for any reason other than educational training. We reserve the right to suspend or terminate your access to, or use of, the Course, at any time, including if you are in breach of these Terms or if we determine your use or access (a) poses a security risk or other adverse impact to our systems or those of a third party, (b) could subject us, our affiliates, or any third party to liability, or (c) could be fraudulent.

1.4 We may make changes to the Course from time to time, including: the availability of features; how long, how much or how often any given feature may be used; and feature dependencies upon other services or software.

2. Your Information

2.1 We handle your information, which includes your Training Data, in accordance with applicable law. In order to protect your privacy, we will not ask for, and you will not share, your password, or other information that you consider confidential, during any training session.

3. Security, privacy, and Customer Data.

3.1 Security. We maintain technical and organizational measures, internal controls, and data security routines intended to protect your Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction.

3.2 Privacy and data location. We treat Customer Data in accordance with the terms herein and our Privacy Statement. We may transfer to, store, and process your Data in the United States or in any country where we or our Affiliates or subcontractors have facilities. If applicable, You will obtain any necessary consent or rights from end users or others whose data or personal information or other data you will be providing, if any.

3.3 Rights to Provide Customer Data. You are solely responsible for your Data. We do not assume any additional obligations that may apply to your Data except as required by applicable law.

3.4 Ownership of Customer Data. Except for the Course we license to you, as between the parties, you retain all right, title and interest in and to your Data. We acquire no rights in your Data other than as described in this Agreement.

3.5 Compliance with law. We will comply with all laws applicable to our provision of the Course, including applicable security breach notification laws, but not including any laws applicable to you or your industry that are not generally applicable to information technology services providers. You will comply with all laws applicable to your Data

4. Release of Claims

To the maximum extent permitted by law, you (for yourself, your heirs, dependents, personal representatives, assigns, and anyone else who might make a claim on your behalf or as a result of your death or injury) hereby release Hitachi Energy Ltd. and its affiliates, and their respective directors, officers, employees, contractors, representatives, agents, successors, and assigns, from any and all claims, demands, causes of action, suits, damages, losses, debts, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that you may have now or in the future associated in any way with the Course.

5. Limitations of Liability

WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR (B) LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL. OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED USD \$100. THE LIMITATIONS IN THIS SECTION 9 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6 Miscellaneous

6.1 Waiver. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

6.2 Severability. If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.

6.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunication failures, earthquake, storms, or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

6.4 Assignment; No Third Party Beneficiaries. You will not assign or otherwise transfer these Terms or any of your rights and obligations under these Terms. Any assignment or transfer in violation of this section will be void. We may assign these Terms without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets or (b) to any affiliate or as part of a corporate reorganization. Effective upon such assignment, the assignee is deemed substituted for Hitachi Energy Ltd. as a party to these Terms, and Hitachi Energy Ltd. is fully released from all of its obligations and duties to perform under these Terms. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

6.5 Governing Law. The laws of the State of Delaware, without reference to conflict of law rules, govern these Terms and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Terms.

6.6 Dispute. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY TO THE MAXIMUM EXTENT PERMITTED BY LAW ASSERT CLAIMS IN SMALL CLAIMS COURT. THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THESE TERMS. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THESE TERMS AS A COURT WOULD. WE EACH AGREE THAT EACH PARTY MAY BRING SUIT IN COURT TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

6.7 Entire Agreement; English Language. These Terms are the entire agreement between you and us regarding the subject matter of these Terms. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition, or other provision that is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms). If we provide a translation of the English version of these Terms, the English version of these Terms will control if there is any conflict.

7. Definitions.

“Affiliate” means any legal entity that a party owns or that owns a party, with a 50% or greater interest.

“Customer Data” means any data, including all text, sound, video, or image files, or software, that are provided to us by, or on behalf of, you through your use of the Course.

“Course” the course or class for which you registered via an Order Form or via the Platform.

“we” and “us” and “our” means Hitachi Energy Ltd., and its Affiliates, as appropriate.

“you” and “your” means the person or entity accepting this Agreement to use the Services.