

## Portal Terms and Conditions of Use

Welcome to the Hitachi Industrial Equipment & Solutions America, LLC “HIESA”) [[Hitachi Irrigation \(hiesaiot.azurewebsites.net\)](https://hiesaiot.azurewebsites.net)]. HIESA provides this portal (the “Portal”) to you subject to the following Terms and Conditions which govern your use of the Portal. Use or access of this Portal acknowledges that you have read these terms and conditions of use (“Terms and Conditions”), and that you agree to be bound by them. Please read these Terms and Conditions carefully. If you do not accept and comply with them, you will not have authorized access to the Portal. In these Terms and Conditions, references to “you” mean you and any user of the Portal on your behalf.

### 1. Copyright Notice

Copyright 2024 Hitachi Industrial Equipment & Solutions America, LLC. All rights reserved.

### 2. Trademark Notice

All trademarks on the Portal are registered and unregistered trademarks of HIESA, its affiliates or other providers. “Hitachi” and other trademarks set out in this Agreement are trademarks and/or service marks of HIESA and/or its parent company Hitachi, Ltd. Nothing on this Portal should be construed as granting any license or right to use the trademarks displayed on this Portal, whether by implication, estoppel or otherwise. Misuse of any trademark or any content displayed on this Portal is strictly prohibited.

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### 3. Terms and Conditions of Use

HIESA provides its Portal to you, subject to these Terms and Conditions, which may be updated by HIESA at any time and without notice. Unless stated otherwise, changes will be effective when they are posted or otherwise made available on or through the Portal.

### 4. Description of the Portal

HIESA currently provides certain users with a means of remote access to certain products you have purchased from HIESA or its distributor (the “Products”). The Portal is provided to authorized users as an accommodation and it is not intended to serve as the sole or exclusive means of accessing, monitoring or controlling the Products.

### 5. Registering to Use the Portal

Given the nature of your interactions with and information available through the Portal, HIESA has created certain security procedures, including the use of user names and passwords. By registering to use the Portal and logging on with your user name and password, you agree to provide true, accurate, current, and complete information about yourself as necessary and to maintain and promptly update your information to keep it accurate, current, and complete.

### 6. Passwords and Security

You must keep your password confidential, and if your password is compromised, you must send notice of this to HIESA within 24 hours of first becoming aware of it. You are fully responsible for all activities that occur under your password. HIESA cannot and will not be liable for any losses or damages arising from your failure to comply with this section, and HIESA does not agree to protect or indemnify you from any unauthorized use of your password. Except

where expressly authorized by law, you certify that you are not using another person's password or user identification to gain access to the Portal. You agree not to falsely state or otherwise misrepresent your affiliation with a person or entity to obtain access to the Portal. You agree to exit from your account at the end of each session. HIESA is entitled, at any time and without having the obligation to justify its decision, to deny you the right to access the Portal by blocking your user name and password, particularly if you (i) have used false data or information for the purposes of registration; (ii) you violate these terms and conditions or you neglect your duty of care with regard to your user name and password.

## 7. License

Subject to these Terms and Conditions, and until the Terms and Conditions cease to apply to you, HIESA grants to you a non-exclusive, non-transferable, limited and revocable license to access the Portal and any content on it, solely and strictly for the purpose for which the Portal is made available to you. You may download the content, solely as required by you to access, use, view or print it. Except as stated otherwise on the Portal, your use of the Portal will be royalty-free and without charge (for the avoidance of doubt, you may choose to enter into further contracts with HIESA or others with respect to the Products). This limited license does not apply to any media or platform other than that of the current Portal. You must not transfer, or attempt to transfer, the limited license granted to you in this Section 7.

## 8. Ownership

HIESA and/or its licensors exclusively retain ownership of all intellectual property rights in the Portal and those rights are protected under applicable copyrights, patents, trademarks, trade dress, and/or other proprietary rights laws. Other than the rights expressly provided in these Terms and Conditions, you obtain no rights whatsoever in the Portal (including any ownership rights), by or through your Portal use. You must not do anything that infringes, threatens to infringe or otherwise jeopardizes the rights of HIESA and/or the other providers in the Portal.

## 9. Portal Inaccuracies and Errors

It is possible that the Portal could include inaccuracies and errors (including both substantive and typographical errors). It is also possible that unauthorized additions, deletions and alternations to the Portal could be made by third parties. Subject to the express terms herein, You: (i) bear the entire risk of loss of your Portal use and Portal-related services, including with respect to security, privacy and technical malfunctions; and (ii) assume the cost of all necessary servicing, repair, correction or replacement of your property or operations, including without limitation the Products, as a result of your Portal use. Although HIESA desires and strives to maintain the integrity of the Portal, HIESA makes no guarantees whatsoever as to the accuracy and integrity of the Portal or its content. If you discover an inaccuracy or error, you will promptly inform HIESA, so that it may be corrected, provided however that HIESA does not guarantee that any reported inaccuracy or error will be corrected or resolved even if HIESA attempts to correct or resolve the same. Furthermore, you hereby release HIESA, and HIESA hereby disclaims all and any responsibility or liability for any damage or loss caused by viruses contained in the Portal or related electronic files. If you are a California resident, you waive California Civil Code §1542.

## 10. External Issues

You acknowledge that (i) the Internet is a network of computers worldwide, and that any information that you submit to HIESA or the Portal necessarily is routed via third party computers to HIESA; and (ii) HIESA is not responsible for third-party technical infrastructure used to provide or access the Portal or for any lapses in online security and does not assume liability for improper use of your information by a third party.

## 11. Restrictions on Use

Concerning your Portal use or any content, you must not:

- Restrict or inhibit any other user from the use or enjoyment of the Portal.
- Use any device, software or technique to interfere with, or attempt to interfere with, the proper working of the Portal or to intercept any system, data or information from the Portal.
- Transmit into or on the Portal any information or software that contains a virus.
- Other than as expressly permitted in these Terms and Conditions, publish, republish, reproduce, perform, distribute, assign, sub-license, sell, offer for sale, prepare derivative works, modify, adapt, lease, rent, copy, reverse compile, reverse engineer, reverse assemble, transmit, display, decompile, translate into any language (including computer language), or use the content of the Portal.
- Take any action which imposes an unreasonable or disproportionately large load on HIESA infrastructure, as expressly determined solely by HIESA.
- Impersonate or misrepresent Your identity or business affiliation.

You agree to comply with all governmental laws, statutes, ordinances, and regulations regarding your Portal use.

## 12. Assumption of Risk; Indemnification

Your use of the Portal is solely at your own risk. The Portal is provided on an “as is” and “as available” basis. HIESA and its licensors or providers will not be responsible or liable in any manner for your use of the Portal or the consequences thereof, including without limitation any inability to access, monitor or control the Products or any malfunction of the Products caused by or in connection with your use of the Portal. You agree to release, indemnify and hold HIESA and its subsidiaries and affiliates, and all of their directors, officers, members, managers, agents, representatives, principals, and employees (collectively the “HIESA Indemnified Parties”), harmless from any and all claims, demands, actions, causes of action, losses, liabilities, damages, fines, penalties, costs, and expenses, including reasonable attorneys’ fees, made or incurred by HIESA or the HIESA Indemnified Parties due to or arising out of your use of the Portal, your violation of these Terms and Conditions, and/or your violation of law. If you are a California resident, you waive California Civil Code §1542.

## 13. Modification of the Portal

HIESA reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Portal (or any part thereof) upon ten (10) days’ prior notice, except in the case of an emergency, in which case HIESA may take any such action without

prior notice. You agree that HIESA will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Portal.

#### 14. Termination

You agree that HIESA, in its sole and absolute discretion, may terminate your password, user identification (or any part thereof), or use of the Portal, at any time and for any reason, including, without limitation, for lack of use or if HIESA believes that you have violated or acted inconsistently with these Terms and Conditions, even if access and use continues to be allowed to others. You agree that any termination of your access to the Portal under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that HIESA may immediately deactivate or delete your password and user identification and any electronic access to information in your account and/or bar any further access to such files or the Portal. Further, you agree that HIESA shall not be liable to you or any third party for any termination of your access to the Portal.

#### 15. Communications with the Portal

HIESA welcomes your feedback and suggestions about how to improve its products and services and the Portal. By transmitting any suggestions, information, material or other content to HIESA, you automatically grant HIESA the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform, and display such materials (in whole or in part) worldwide and/or to incorporate it in to other works in any form or media now known or later developed.

#### 16. Disclaimer of Warranties

You expressly understand and agree that:

a. HIESA makes no warranty that (a) the Portal will meet your requirements, (b) the Portal will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Portal will be accurate or reliable, or (d) any errors in the Portal will be corrected. You acknowledge that the Portal may contain bugs, errors, problems or other limitations, and that the Portal may be unavailable from time to time.

b. Any material downloaded or otherwise obtained through the use of the Portal is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

c. No information obtained by you from the Portal shall create any warranty not expressly stated in these Terms and Conditions.

d. HIESA expressly disclaims all warranties of any kind, whether express or implied, in connection with the Portal or your use thereof including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and any warranties of accuracy, availability, currentness, security, privacy, reliability and non-infringement.

e. Nothing in these Terms and Conditions prohibits or restricts HIESA from commercially offering any product or service, and HIESA may modify or discontinue such product or service at any time.

## 17. Limitation of Liability

You expressly understand and agree that HIESA shall not be liable, in contract, tort (including negligence) or any other legal, equitable or statutory theory, for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other losses (even if HIESA has been advised of the possibility of such damages), resulting from: (1) your use or the inability to use the Portal; (2) unauthorized access to or alteration of your transmissions or data; or (3) any other matter relating to the Portal. Your sole remedy for dissatisfaction with the Portal is to cease all of your Portal use. You may have additional rights under certain laws which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in these Terms and Conditions that directly conflict with such laws may not apply to you.

## 18. Notice

HIESA may notify you regarding the use of the Portal via either email or regular mail. The Portal may also provide notices of changes to these Terms and Conditions or other matters by displaying notices or links to notices to you generally on the Portal.

## 19. Miscellaneous

- a. **Transaction Location, Governing Law, Jurisdiction, and Venue.** These Terms and Conditions will be treated as though they were executed and performed in Chicago, Illinois, and will be governed by and construed in accordance with the laws of the United States of America and of the State of Illinois (exclusive of conflicts of law rules). The language in these Terms and Conditions will be interpreted as to its fair meaning and not strictly for or against any party as the drafter thereof. HIESA and you hereby submit to the exclusive jurisdiction of the state and federal courts sitting in Chicago in the State of Illinois, consent to the extra-territorial service of process, and waive any jurisdictional, venue or inconvenient forum objections to such courts, in connection with any legal action arising out or in relation to the Portal or these Terms and Conditions. HIESA makes no representation that the Portal is appropriate or available for use in locations outside the United States of America, and your accessing the Portal from locations where such access is illegal is strictly prohibited. If you chose to access the Portal from locations outside of the United States, you do so at your own initiative and are responsible for compliance with local laws.
- b. **Disputes and Attorneys' Fees.** In any action to enforce these Terms and Conditions, the prevailing party will be entitled to its costs, attorneys' fees, and expenses (including expert witness fees).
- c. **Remedies.** If you violate any of these Terms and Conditions, you must immediately notify HIESA and take all steps reasonably available to you in order to cure the violation and to prevent any subsequent violation. You acknowledge that your breach of these Terms and Conditions may cause irreparable damage to HIESA or its licensors and that a remedy at law will be inadequate. Therefore, in addition to any and all other legal or equitable remedies, HIESA and its licensors will be entitled to injunctive relief for any breach of these Terms and Conditions.
- d. **Severability.** If any of the provisions of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions will be limited or

eliminated to the minimum extent necessary, so that these Terms and Conditions will otherwise remain in full force and effect and enforceable.

- e. **Complete Integration.** These Terms and Conditions constitute the entire and only agreement between HIESA and you pertaining to the subject matter hereof, and are intended to be a complete and absolute integration of the agreement between HIESA and you with respect to such subject matter. Concerning the subject matter hereof, any and all prior written agreements, representations, understandings, and warranties (collectively, "Understandings") and all contemporaneous or prior oral Understandings between us are expressly superseded, cancelled, and replaced by these Terms and Conditions. Each Portal use by you will constitute and be deemed your unconditional acceptance of these Terms and Conditions, irrespective of whether you review these Terms and Conditions prior to such Portal use or not. These Terms and Conditions and all information relating to your Portal use are properly authenticated documents and may be given full evidentiary weight, if submitted in evidence by HIESA or you.
- f. **Modifications.** These Terms and Conditions may only be modified by HIESA, by posting revised Terms and Conditions on the Portal or otherwise making such revised Terms and Conditions available to you. The revised Terms and Conditions will be effective immediately for all of your subsequent Portal use. You agree to review the Terms and Conditions periodically to be aware of the terms and conditions applicable to future Portal use. If you continue to use the Portal after any modifications have been made to the Terms and Conditions by HIESA it will mean you accept those modifications.
- g. **Limitations Period.** You agree that any claim that you may bring that arises out of your use of the Portal or related to these Terms and Conditions must be instituted within one (1) year after the Portal use relating to such cause of action, or be forever waived and barred.
- h. **Survival of Certain Provisions.** All sections of these Terms and Conditions that are reasonably capable of surviving, or should reasonably be deemed as surviving, including without limitation all provisions relating to ownership, intellectual property, assumption of risk, indemnification and limitation of liability, will survive the expiration or termination of these Terms and Conditions.
- i. **Assignment, Transfer.** You will not assign or transfer any interest in these Terms and Conditions, whether by merger, consolidation, operation of law, or otherwise without the prior written consent of an authorized executive officer of HIESA. HIESA has the right to transfer, subcontract or otherwise deal with HIESA's rights and obligations under these Terms and Conditions without notifying you or obtaining your consent.
- j. **Waiver.** No delay or omission to exercise any right or remedy accruing to HIESA upon any breach or default by you will impair that right or remedy, or be construed to be a waiver of any breach or default, unless contained in an express writing executed by an authorized officer of HIESA.
- k. **Headings.** All article or section headings, or exhibit names, are for reference and convenience only and will not be considered in the interpretation of these Terms and Conditions.
- l. **No Agency.** You and HIESA are independent contractors, and no agency, partnership, joint venture, employee-employer, fiduciary or franchiser-franchisee relationship is intended or created by these Terms and Conditions.
- m. **Suspension of Obligations.** The obligations of either you or HIESA under these Terms and Conditions will be suspended, to the extent that the party is hindered or prevented from performing its obligations by acts of God, fires, storms, accidents, epidemics, pandemics,

governmental regulations or any cause whatsoever which is not within that party's reasonable control.

- n. Contacting HIESA. Should you desire to contact HIESA about the Portal, you may do so at: Hitachi Industrial Equipment & Solutions America, LLC, 2730 Greenleaf Avenue, Elk Grove Village, IL 60007.
- o. Third-Party Beneficiaries. Subject to applicable laws and the indemnification provisions herein, these Terms and Conditions do not create any third-party beneficiary rights.