

## Terms and Conditions

The following Terms and Conditions (the “Agreement”) govern your use of this website and any websites or services that link to this website (collectively “the Websites”), that are owned and / or operated by American Superconductor Corporation (AMSC) and / or any of its subsidiaries, including, without limitation, Neeltran, Incorporated, and Northeast Power Systems, Inc. (collectively “the Company”). You and the Company are collectively referred to in this Agreement as “the Parties.”

THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES, INCLUDING WITHOUT LIMITATION, VENUE AND JURISDICTION CLAUSES, CLASS ACTION WAIVER, DISCLAIMER OF WARRANTIES, AND LIMITATION OF LIABILITY. PLEASE READ IT CAREFULLY.

Your use of the Websites constitutes your acceptance of the Agreement. You must be thirteen (13) years or older to use the Websites. Your acceptance of the Agreement provides you with a limited and temporary license and permission to access and use the Websites.

**IF YOU DO NOT AGREE TO EVERY PROVISION OF THIS AGREEMENT, YOU MAY NOT, AND THE COMPANY DOES NOT AUTHORIZE YOU TO, ACCESS OR USE THE WEBSITES.**

### **1. USER CONDUCT**

You agree to use the Websites lawfully and responsibly. You will not: (a) interfere with or disrupt the operation or security of the Websites; (b) access or attempt to access accounts, systems, or data without authorization; (c) upload or transmit viruses, malware, or harmful code; (d) infringe third-party rights; (e) use the Websites in a manner that violates any law or regulation; (f) circumvent security or access controls; (g) use automated means to access or scrape the Websites without our express permission; (h) impersonate any person or misrepresent your affiliation; or (i) use the Websites to send spam or unsolicited communications.

### **2. LIMITED LICENSE AND SITE ACCESS**

The Company grants you a limited license and permission to access and make personal use of the Websites and its contents and not to download (other than page caching) or modify it, or any portion of it, except with prior express written consent of the Company. Any unauthorized use terminates the permission and license granted by the Company and may subject you to liability. The Company reserves the right to revoke this limited and temporary license and permission at any time.

### **3. AVAILABILITY**

The Company does not guarantee that the Websites will be available at all times or without interruptions, delays, or errors. The Company may modify, suspend, or discontinue the Websites at any time without notice.

### **4. INTELLECTUAL PROPERTY**

All content, features, and functionality on the Websites are owned by the Company or its licensors and are protected by intellectual property laws. You may use the Websites for your personal, non-commercial use only. You may not copy, reproduce, modify, distribute, display, perform, create derivative works of, or exploit any content without prior written permission from the Company or the applicable rights holder.

## **5. GOVERNING LAW**

This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law principles. By using the Websites, you waive any claims that may arise under the laws of any other states, countries, territories, or jurisdictions.

## **6. JURISDICTION AND VENUE**

The Parties agree that any claim, action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts of the Commonwealth of Massachusetts or in the federal courts located in the Commonwealth of Massachusetts. Each party irrevocably submits to the exclusive jurisdiction and venue of such courts in any such claim, action, suit, or proceeding, waives any objection to the laying of venue in such courts, and waives any claim that such courts constitute an inconvenient forum.

## **7. CLASS ACTION WAIVER**

To the fullest extent permitted by applicable law, you and the Company agree that any dispute, claim, or controversy arising out of or relating to this Agreement and / or your use of the Websites, shall be brought solely in your individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, representative, private attorney general, or mass action proceeding. No arbitrator or court may consolidate the claims of multiple persons or otherwise preside over any form of a class, collective, consolidated, representative, private attorney general, or mass action proceeding as to any dispute related to this Agreement and / or your use of the Websites.

ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE RELATED TO THIS AGREEMENT SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR THE COMPANY SHALL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

## **8. LINKS TO THIRD PARTY CONTENT AND WEBSITES**

The Websites may contain links to third-party websites or content. These links are provided for convenience only. The Company does not control, endorse, or assume responsibility for third-party websites, content, products, or services. YOUR USE OF THIRD-PARTY SITES IS AT YOUR OWN RISK AND SUBJECT TO THEIR TERMS AND CONDITIONS, INCLUDING PRIVACY POLICIES.

## **9. PRIVACY POLICY**

Your use of the Websites is subject to our Privacy Policy, which explains how we collect, use, and share information. The Privacy Policy is incorporated into this Agreement as if fully stated herein. Please review the [Privacy Policy](#).

## **10. DISCLAIMER OF WARRANTIES**

The Websites and all content are provided “as is” and “as available.” To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title, and non-infringement. The Company does not warrant that the Websites will be accurate, complete, reliable, secure, error-free, or uninterrupted.

## **11. LIMITATION OF LIABILITY**

You are responsible for your use of the Websites and any content you submit or access. To the fullest extent permitted by law, the Company is not liable for any damages arising out of or related to your use of, or inability to use, the Websites, including any loss or damage to data, devices, or systems. In no event will the Company’s total liability for all claims, whether in contract, tort (including negligence), statute, or otherwise, relating to this Agreement, or arising from your use of the Websites, or related to our processing of your personal information, exceed One Hundred U.S. dollars (\$100). By using the Websites, the Parties irrevocably agree to waive any damages, statutory or otherwise, exceeding One Hundred U.S. dollars (\$100).

## **12. WAIVER OF ATTORNEYS’ FEES**

The Parties waive any right to recover attorneys’ fees, costs, or expenses from each other, or their agents, in connection with any claim relating to this Agreement or the Company’s processing and / or handling of your personal information, except where such waiver is prohibited by applicable law.

## **13. STATUTE OF LIMITATIONS**

You and the Company permanently and irrevocably waive the right to bring any claim under this Agreement in any forum unless the party bringing the claim provides the other party with written notice of the dispute within one (1) year of its occurrence by certified U.S. Mail or, only if the other party has not provided a current physical address, by electronic mail. The Parties expressly waive any longer statute of limitations or repose that might otherwise apply. If a claim under this Agreement is not filed within this one-year period, it is permanently barred.

## **14. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Company and its agents from and against all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to: (a) your use of the Websites; (b) your violation of this Agreement; or (c) your violation of any rights of a third party.

## **15. NO WAIVER**

The Company's failure to enforce any provision of this Agreement is not a waiver of its right to enforce its rights under the Agreement at a later date. Any waiver of rights by the Company must be in writing.

## **16. INTERPRETATION AND SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. Headings are for convenience only and do not affect interpretation. This Agreement constitutes the entire agreement between the Parties regarding the Websites and supersedes all prior or contemporaneous agreements on this subject.

## **17. CHANGES TO TERMS AND CONDITIONS**

The Company may update this Agreement from time to time. Changes are effective when posted on the Websites with an updated "Date." Your continued use of the Websites after changes are posted shall constitute your acceptance of the updated Agreement.

## **CONTACT US**

If you have questions about this Agreement, please [contact us](#).