

MEMORANDUM OF COOPERATION

This Memorandum of Cooperation (this “**Memorandum**”), made and entered into as of February __, 2026, is by and between:

Oklahoma Department of Commerce, an Agency of the State of Oklahoma, with business offices at 900 N. Stiles Ave., Oklahoma City, OK 73104 (“**ODOC**”), and

Hitachi America, Ltd., a New York corporation, with business offices at 2535 Augustine Drive, Second Floor, Santa Clara, California 95054 (hereinafter referred to as “**Hitachi**”).

WITNESSETH

WHEREAS, Hitachi, whose corporate mission is to contribute to society through the development of superior, original technology and products, has been conducting business in the United States market since 1959, and currently oversees more than 60 group companies operating in 33 states, including Oklahoma, that provide products and solutions to United States customers primarily in the energy, mobility, industrial automation and digital/IT sectors;

WHEREAS, ODOC’s mission is to foster robust economic growth in the State of Oklahoma by developing dynamic partnerships and innovative collaborations with private companies and other organizations that attract new jobs, investment, and community prosperity.

WHEREAS, ODOC and Hitachi hope to identify areas of mutual interest by engaging in proactive dialogue on a regular basis.

NOW, THEREFORE, on a non-binding basis, ODOC and Hitachi wish to memorialize their shared understanding and intention to cooperate and collaborate with one another as follows:

ARTICLE 1 Scope of Cooperation

ODOC and Hitachi intend to cooperate to identify collaborative opportunities in the State of Oklahoma in areas including, but not limited to, energy infrastructure development and enhancement, life science and biotech development and acceleration, transportation infrastructure development, advanced manufacturing, data center development, and/or R&D, in all cases supported by artificial intelligence and digital technologies, in which Hitachi and its group companies, either individually, together and/or with external partners, could offer beneficial technological, industrial and commercial business solutions and/or make productive investments in the State of Oklahoma.

The parties intend to collaborate on the development of, and execution against, a work plan focused on the advancement of the foregoing priority areas.

In addition, ODOC and Hitachi intend to cooperate to identify actionable information regarding available or potential grants and incentives that could enhance the impact of Hitachi’s activities and investments in the State of Oklahoma in a manner consistent with ODOC’s mission of bringing prosperity to Oklahoma by boosting job creation, investment and economic development.

ARTICLE 2 Regular Communication

Hitachi and ODOC intend to cooperate on proactively sharing information that is in the public domain, including, but not limited to, information about potential opportunities and/or business partners, by holding periodic virtual or in-person meetings. The frequency of such meetings will be established and adjusted by

the parties from time to time, but the parties generally intend to endeavor to convene at least once every six (6) months.

ARTICLE 3 Term

This Memorandum shall become effective on the date first above written and shall continue to be in effect for a period of one (1) year from such date (the “**Initial Term**”). Thereafter, this Memorandum shall renew automatically for successive one (1) year periods (each, a “**Renewal Term**”) up to a maximum term of seven (7) years. A party may terminate this Memorandum by giving written notice to the other party at least sixty (60) days prior to the scheduled expiration of the then-current Initial Term or Renewal Term.

ARTICLE 4 Confidentiality

The parties acknowledge that the parties do not intend to disclose confidential information under this Memorandum.

ARTICLE 5 General

The parties understand and agree that this Memorandum is intended to promote cooperation and collaboration and does not give rise to any binding or enforceable legal or business obligations. Nothing in this Memorandum shall be construed to form a partnership or joint venture. The parties agree that no fees or payments will be due or payable under this Memorandum, and each party shall be responsible for its own costs in relation to all activities undertaken pursuant to this Memorandum. This Memorandum shall be governed by and construed in accordance with the laws of the State of Oklahoma without reference to its conflicts of laws principles.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Cooperation to be executed by their duly authorized representatives effective as of the date first above written.

Office of the Governor

By _____

Name: J. Kevin Stitt

Title: Governor of Oklahoma

Oklahoma Department of Commerce

By _____

Name: John Budd

Title: CEO, Oklahoma Department of Commerce

Hitachi America, Ltd.

By _____

Name: Yasuhiro Takeuchi

Title: President & CEO