
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported):
July 3, 2018**

American Superconductor Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-19672
(Commission
File Number)

04-2959321
(IRS Employer
Identification No.)

**114 East Main Street
Ayer, Massachusetts**
(Address of principal executive offices)

01432
(Zip Code)

Registrant's telephone number, including area code (978) 842-3000

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry Into a Material Definitive Agreement.

On July 3, 2018, American Superconductor Corporation (together with its subsidiaries, the “Company” or “AMSC”) and its wholly-owned subsidiaries Suzhou AMSC Superconductor Co. Ltd. (“AMSC China”) and AMSC Austria GmbH (“AMSC Austria”) entered into a settlement agreement (the “Agreement”) with Sinovel Wind Group Co., Ltd. (“Sinovel”). The Agreement settles the litigation and arbitration proceedings between the Company and Sinovel listed on Schedule 2 of the Agreement (the “Proceedings”), and any other civil claims, counterclaims, causes of action, rights and obligations directly or indirectly relating to the subject matters of the Proceedings and the contracts between the Company and Sinovel listed on Schedules 1 and 4 of the Agreement (the “Contracts”), subject to the exception described in Section 1.1 of the Agreement.

Under the terms of the Agreement, Sinovel has agreed to pay AMSC China an aggregate cash amount in Renminbi (RMB) equivalent to \$57.5 million, consisting of two installments. Sinovel paid the first installment of \$32.5 million on July 4, 2018, and has agreed to pay the second installment of \$25 million (the “Second Payment”) within ten (10) months after the U.S. District Court for the Western District of Wisconsin (the “District Court”) delivers the first sentence against Sinovel in the criminal case entitled United States v. Sinovel Wind Co., Ltd., Case Number 3:13-cr-00084-jdp. On July 6, 2018, the District Court delivered such sentence, and therefore the Second Payment is due by May 6, 2019 (the “Second Payment Due Date”). Mr. Wen Yuan Wei, former Sinovel chairman and a current Sinovel shareholder, has delivered a letter of guarantee (the “Guarantee”) to the Company for the Second Payment should Sinovel fail to make such payment by the Second Payment Due Date.

In addition, pursuant to the terms of the Agreement, the Company and AMSC Austria have granted Sinovel a non-exclusive license for certain AMSC intellectual property to be used solely in Sinovel’s doubly fed wind turbines (the “License”). AMSC has agreed not to sue Sinovel, Sinovel’s power converter suppliers or Sinovel’s customers for use of the technology covered by the License. In the event that Sinovel or Mr. Wei does not make the Second Payment by the Second Payment Due Date, the Agreement provides that the License will terminate.

The Company and Sinovel have submitted withdrawal applications to terminate the Proceedings to the relevant Chinese courts and the Beijing Arbitration Commission. Subject to the Company and Sinovel complying with the terms of the Agreement, the Company and Sinovel have agreed not to re-institute any of the Proceedings. In addition, the Company and Sinovel have agreed to a mutual release and covenant not to sue covering all subject matters of the Proceedings and Contracts, effective upon the completion of the Second Payment.

The foregoing description of the Agreement and the Guarantee are subject to and qualified in their entirety by reference to the full text of the Agreement and Guarantee, respectively, which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Settlement Agreement, entered into by the Company on July 3, 2018.
10.2	Letter of Guarantee, dated July 3, 2018.

Forward-Looking Statements

This Current Report contains “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Such statements include, but are not limited to, statements about anticipated payments from Sinovel; and other statements containing the words “believes,” “anticipates,” “plans,” “expects,” “will” and similar expressions. Such forward-looking statements represent management’s current expectations and are inherently uncertain. There are a number of important factors that could materially impact the value of our common stock or cause actual results to differ materially from those indicated by such forward-looking statements. These important factors include, but are not limited to: Sinovel may not make the Second Payment in the timeframe expected, or at all, and the guarantor may

also fail to make the Second Payment; the relevant Chinese courts and the Beijing Arbitration Commission may not accept any re-filing by AMSC of any proceeding with Sinovel; and the important factors discussed under the caption “Risk Factors” in Part 1. Item 1A of our Form 10-K for the fiscal year ended March 31, 2018, and our other reports filed with the SEC. These important factors, among others, could cause actual results to differ materially from those indicated by forward-looking statements made herein and presented elsewhere by management from time to time. Any such forward-looking statements represent management’s estimates as of the date of this Current Report. While we may elect to update such forward-looking statements at some point in the future, we disclaim any obligation to do so, even if subsequent events cause our views to change. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date of this Current Report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICAN SUPERCONDUCTOR CORPORATION

Date: July 9, 2018

By: /s/ John W. Kosiba, Jr.

John W. Kosiba, Jr.

Senior Vice President and Chief Financial Officer

Boston Time: 18:00 July 3, 2018

BeijingTime: 06:00 July 4, 2018

2018年7月3日 18:00 波士顿时间

2018年7月4日 06:00 北京时间

SETTLEMENT AGREEMENT
和解协议

B E T W E E N :
由下列各方签署:

AMERICAN SUPERCONDUCTOR CORPORATION
美国超导公司

SUZHOU AMSC SUPERCONDUCTOR CO. LTD.
苏州美恩超导有限公司

AMSC AUSTRIA GMBH (formerly AMSC WINDTEC GMBH)
美国超导奥地利公司 (原: 美国超导温太克公司)

And
与

SINOVEL WIND GROUP CO. LTD
华锐风电科技(集团)股份有限公司

THIS AGREEMENT is made on 18:00 July 3, 2018, Boston time, and 06:00 July 4, 2018, Beijing time (“Effective Date”)

本协议于波士顿时间 2018 年 7 月 3 日 18:00 时，北京时间 2018 年 7 月 4 日 06:00 时间（“生效日”）订立：

AMONG:

由下列各方签署：

- (1) **AMERICAN SUPERCONDUCTOR CORPORATION**, a company incorporated in Delaware, with its registered address at 114 East Main Street, Ayer, MA 01432, United States of America (“**AMSC US**”);
美国超导公司，一家在美国达拉华州注册成立的公司，其注册办事处位于 114 East Main Street, Ayer, MA 01432, United States of America (“**超导美国**”)；
- (2) **SUZHOU AMSC SUPERCONDUCTOR CO. LTD.**, a company incorporated in China, with its registered address at 22# NEP, 369 Lushan Road, Suzhou, Jiangsu, PRC (“**AMSC China**”);
苏州美恩超导有限公司，一家中国注册的公司，其注册地址为江苏省苏州市高新区鹿山路 369 号 环保产业园 22# 厂房 (“**超导中国**”)；
- (3) **AMSC AUSTRIA GMBH**, a company incorporated in Austria, with its registered address at FeldkirchnerStrasse 138, 9020 Klagenfurt, Austria (“**AMSC Austria**”)
Original name: AMSC WINDTEC GMBH (“**AMSC WINDTEC**”)
美国超导奥地利有限责任公司，一家奥地利注册成立的公司，其注册地址为奥地利克拉根福市 FeldkirchnerStrasse 138；邮编：9020 (“**超导奥地利**”)
原名称：AMSC WINDTEC GMBH (“**超导温太克**”)
- (4) **SINOVEL WIND GROUP CO. LTD.**, a company registered in China, with its registered address at Culture Building, 59 Zhongguancun Street, Haidian District, Beijing, 100872, PRC (“**SINOVEL**”);
华锐风电科技（集团）股份有限公司，一家在中国注册的公司，其注册地址为中国北京海淀区中关村大街 59 号文化大厦，邮编：100872 (“**华锐风电**”)；

Each a "Party" and together "the Parties".AMSC US, AMSC China and AMSC Austria collectively referred to as "AMSC". A reference to a party or parties shall include all subsidiaries, controlled affiliates and assigns or successors in title to such Party or Parties and all employees under the control of a Party.

各自简称“一方”，统称“各方”。超导美国，超导中国和超导奥地利以下可合称“超导”。凡提及一方或各方，应包括该方或各方的所有子公司、受控制关联公司及所有权的受让人或继承人，以及受一方控制的所有雇员。

WHEREAS:

鉴于:

(A) Between 2007 and 2011, AMSC China and/or AMSC Austria and Sinovel entered into a number of contracts, specified in Schedule 1and Schedule 4, whereby AMSC China and/or AMSC Austria was to supply Sinovel with hardware components and software for wind turbines ("Contracts") and conducted joint development.

于 2007 年至 2011 年期间，超导中国和/或超导奥地利和华锐风电签署了附录 1 和附录 4 所述的多份合同，超导中国和/或超导奥地利向华锐风电供应风机硬件部件和软件（“合同”）并进行合作开发。

(B) A number of disputes have arisen between AMSC and Sinovel which have resulted in litigation and arbitration Proceedings which are listed in Schedule 2 ("Proceedings").

超导与华锐风电之间已发生了许多争议，结果导致了诉讼和仲裁的出现，有关争议见附录 2（“法律程序”）。

IT IS AGREED:

各方兹达成协议如下:

1. SETTLEMENT

和解

1.1 This Agreement is made in full and final settlement of the Proceedings, and any other civil claims, counterclaims, causes of action, rights and obligations, directly or

indirectly relating to the subject matters of the Proceedings and Contracts (excluding matters related with AMSC's PM3000 software source code).

签署本协议是为了完全及最终解决法律程序，以及与法律程序标的及合同（与超导 PM3000 变频器软件源代码有关的事项除外）直接或间接相关的任何其它民事索赔要求、反索赔要求、诉因、权利和义务。

- 1.2 The Parties each irrevocably release, and covenant not to sue, any of the other Parties or the 3 natural persons included in the currently pending case no.(2015) JING ZHI MIN CHU ZI NO.1135, in relation to any of the matters referred to in Clause 1.1, and each Party confirms that this Agreement shall be a complete defense to any such suits, effective upon payment of all amounts specified in Clause 4.0.

第 4.0 条所述的全部金额支付后，各方各自不可撤销地解除任何其它各方及 (2015) 京知民初字第 1135 号案件涉案三自然人在本第 1.1 条所述的任何事宜的责任，并承诺不会就此向任何其它各方提出起诉，而且，每一方确认本协议应完全地成为上述任何诉讼的抗辩理由。

In addition, on the Effective Date of this Agreement, AMERICAN SUPERCONDUCTOR CORPORATION, AMSC Austria and Sinovel shall enter into the Software License Agreement as set forth in Schedule 6. Subject to the full payment of the amount specified in Clause 4.1a, and unless and until AMSC's duties under this Agreement are terminated pursuant to clause 7.9 below, AMSC grants Sinovel a non-exclusive license (without the right of sublicense) to: a) use, duplicate, modify and update AMSC's 1.5MW PLC wind turbine control software (Versions C12 1.4.3, C12.1.5.0 and C12 1.5.1), in object and source code forms and its communication protocol and communication protocol object code, and b) use and duplicate AMSC's PM3000 power converter software (Version 5650414R1), but only in object code form (individually and collectively, items a)-b) constitute the "Software"); such Software is licensed only for use in connection with Sinovel's doubly fed wind turbines (including but not limited to the 1.5MW, 3MW and 5MW doubly fed wind turbines).

此外，在本协议生效日，美国超导公司、超导奥地利和华锐风电应签署附录 6 所列的《软件许可协议》。在全额支付本协议 4.1a 条约定的金额后，除非或直到超导在本协议项下的义务根据以下第 7.9 条约定而终止，超导授予华锐风电非独家的许可（不包括转许可的权利），允许其：a) 使用、复制、修改和升级以

目标码和源代码形式的超导 1.5MW PLC 风机控制软件（版本 C12 1.4.3, C12.1.5.0 和 C12 1.5.1）及其通讯协议及通讯协议目标码, 和 b) 使用、复制仅以目标码形式的超导 PM3000 变频器软件（版本 5650414R1），（a）和（b）项单独和共同构成“软件”；上述软件授权仅限于华锐风电的双馈风机（包括但不限于 1.5MW、3MW 和 5MW 双馈风机）有关用途。

In addition, subject to the full payment of the amount specified in Clause 4.1a, and unless and until AMSC's duties under this Agreement are terminated pursuant to clause 7.9 below, AMSC agrees not to sue Sinovel, Sinovel's power converter suppliers or Sinovel's customers for use of the communication protocol and communication protocol object code in connection with Sinovel wind turbines.

此外，在全额支付本协议 4.1a 条约定的金额后，除非超导在本协议项下的义务根据以下第 7.9 条约定而终止，超导同意不会因华锐风电的变频器供应商或华锐风电的客户在华锐风电的风机上使用通讯协议及通讯协议目标码而对其提起诉讼。

- 1.3 Nothing in Clauses 1.1 and 1.2 will prevent either Party from pursuing contractual or other legal remedies that do not pertain to the subject matters of the Proceedings.

第 1.1 和第 1.2 条并无任何规定将阻止任何一方寻求任何与法律程序标的不相关的合同或其他合法救济。

2. TERMINATION OF THE PROCEEDINGS/WITHDRAWAL OF COMPLAINTS

法律程序的终止/撤诉

- 2.1 Upon payment of the amount specified in Clause 4.1a, within two (2) business days, the Parties will submit withdrawal applications to the relevant courts/arbitration institutes administering Proceedings 1-4 listed in Schedule 2 to terminate each of such Proceedings 1-4. The Parties will exchange copies of withdrawal applications for other Parties' information. After receiving the confirmation documents, each Party shall provide the copy of confirmation documents to other Parties as soon as possible.

在支付 4.1a 款金额后的二（2）个工作日内，各方将向主管附录 2 所列第 1-4 号法律程序的相关法院/仲裁机构递交撤销申请，申请撤销第 1-4 号法律程序。各

方同意交换撤销申请文件复印件供对方知晓。每一方在收到撤销确认文件后应尽快向其它各方提供确认文件的复印件。

- 2.2 The Parties agree to bear their own costs, including costs in connection with the negotiation, execution and implementation of this Agreement and the costs of the Proceedings.

各方同意承担自身的费用。该等费用包括与本协议的磋商、签署和执行有关的费用，以及法律程序的费用。

- 2.3 Subject to each Party complying with terms of this Agreement, each Party shall not re-institute any of the Proceedings or actions which it has agreed to terminate or withdraw, or any similar proceedings or actions relating to the same subject matter as the Proceedings.

在每一方需遵守本协议条款的前提下，每一方不得重新提起其已经同意终止或撤回的任何法律程序或诉讼，或任何关于与法律程序的标的相同的类似法律程序或诉讼。

- 2.4 Within the same business day when AMSC China receives SINOVEL's payment of the amount specified in Clause 4.1a of this Agreement, AMSC shall notify the US Department of Justice (the "DOJ"), and Judge James D. Peterson and Richard A. Williams, Sr. U. S. Probation Officer, of the US District Court for the Western District of Wisconsin that (a) it has entered into this Agreement with SINOVEL for an agreed upon restitution amount of fifty-seven million five hundred thousand (57,500,000) USD with respect to the criminal actions listed in Schedule 3, and that AMSC China has received the payment of the amount specified in Clause 4.1a of this Agreement; and (b) upon Sinovel's full payment of the amount specified in Clause 4.1a and Clause 4.1b of this Agreement, the restitution amount will be paid in full. In addition, within five (5) business days after AMSC China receives SINOVEL's payment of the amount specified in Clause 4.1a of this Agreement, AMSC shall send a letter to the DOJ requesting that the DOJ consider dropping the charges against Su Liying and Zhao Haichun.

在超导中国公司收到本协议 4.1a 款金额后的同一（1）个工作日内，超导将告知美国司法部（简称“DOJ”）、美国威斯康星州西区法院（US District Court for the Western District of Wisconsin）的 James D. Peterson 法官及 Richard A.

Williams 法官 (Sr. U. S. Probation Officer) (a) 超导已经与华锐风电签署和解协议, 附录 3 所列刑事案件涉及的补偿金额约定为 5750 万美元, 超导中国已经收到了本协议 4.1a 款约定的金额款项; 且(b)当华锐风电足额支付本协议 4.1a 和 4.1b 约定的金额后, 其即完全支付了补偿金。此外, 在超导中国收到华锐风电支付的本协议项下第 4.1a 约定的金额款项后的五 (5) 个工作日内, 超导应致函 DOJ, 请求 DOJ 考虑终止对苏丽营和赵海春的指控。

- 2.5 Effective upon payment of the amount specified in Clause 4.1a, unless and until SINOVEL fails to make full payment of the amount specified in Clause 4.1b, the Parties further agree that they will not initiate any new criminal complaint/action, in relation to any of the matters referred to in Clause 1.1, anywhere in the world. For the avoidance of doubt, nothing in this Agreement entitles any Party to release another Party from liability for any act which offends against the criminal law in any country of the world. If a Party does not comply with its obligations under this Agreement, then this requirement will not be binding upon any other affected Party.

在支付 4.1a 款金额后, 且除非及直到华锐风电未全额支付 4.1b 款的金额, 双方进一步同意其将不会在世界任何地方, 提起与本协议 1.1 条所指事项相关的任何新的刑事控诉/行动。为避免歧义, 本协议并未授权任何一方免除另一方因触犯世界上任何一个国家刑事法律的行为的责任。假如一方没有遵守其在本协议中的义务, 则本项规定将不对任何其它受影响的一方具有约束力。

- 2.6 If AMSC fails to timely perform its duties under Clauses 2.1 and 2.4 after receipt of payment of the amount specified in Clause 4.1a, and SINOVEL has submitted its withdrawal applications to the relevant courts and/or arbitral institutions administering Proceedings 1-2 listed in Schedule 2 as of such time, then (1) this Agreement and the Software License Agreement shall be terminated immediately, and (2) AMSC China shall return the \$32.5million to SINOVEL.

如超导未能在收到 4.1a 所述款项后及时履行 2.1 和 2.4 所述义务, 且华锐已经在该时限内向附录 2 所列法律程序 1-2 的相关法院和/或仲裁机构提交了撤诉申请, 则 (1) 本和解协议及软件许可协议立即终止; (2) 超导中国应向华锐风电退还收取的 3250 万美元。

3. TERMINATION OF CONTRACTS

合同的终止

- 3.1 The Parties agree that all Contracts listed in the Schedule 1 and Schedule 4 shall be automatically terminated without further liability or obligation of any kind upon receipt by AMSC of full payment by Sinovel of the amount stipulated in Clause 4.0 below. Notwithstanding the termination of the Contracts, Sinovel shall be authorized to manufacture only doubly fed wind turbines using, upon the same terms and conditions as set forth in the Contracts, the technology previously transferred to Sinovel by AMSC under the Contracts (the "Transferred Technology"), but Sinovel shall not be authorized to use any AMSC software except as specifically provided in Clause 1.2 above and except for using 1.5MW, 3MW and 5MW PLC wind turbine control software and communication protocols, if any, previously provided by AMSC under the Development and License Agreements of Schedule 4, upon the same terms and conditions as set forth in the Development and License Agreements of Schedule 4. Sinovel shall not be authorized to use the Transferred Technology for any full conversion wind turbines.

各方同意附录 1 及 4 所列所有合同应在超导收到华锐风电全额支付 4.0 条所规定的金额后自动终止且没有任何进一步的责任或义务。尽管合同终止，华锐风电仍被授权在原合同项下按原合同约定的条款条件使用超导之前向华锐风电递交的技术（下称“已递交技术”）来生产仅限于双馈风机，但除了按照 1.2 条明确约定内容使用的、及按照附录 4 所列开发和许可协议约定的条款条件使用超导之前提供的 1.5MW、3MW、5MW PLC 风机控制软件和通信协议（如有）外，华锐风电未被授权使用任何其他超导的软件。华锐风电未被授权使用任何有关全功率风机的已递交技术。

- 3.2 The Parties hereby agree that AMSC shall no longer have any responsibility or liability for any kind of quality, warranty, indemnity, return, repair, maintenance and/or any other after sales service for products supplied to Sinovel under any of the Contracts between Sinovel and AMSC or for any technical services or technology provided to Sinovel under the Development and License Agreements between AMSC Austria and Sinovel or otherwise. In addition, the Parties agree that, upon payment of the amount in Clause 4.1a, AMSC will not deliver any and all the inventory, including goods returned for repair or update, to SINOVEL according to the contracts listed in Schedule 1. SINOVEL

is also released from the payment obligations thereof. The parties agree not to bring any further legal proceedings regarding aforementioned inventory goods.

各方同意，超导将不为根据华锐风电和超导之间的任何合同而提供的产品的任何质量、保证、赔偿、退货、维修、维护和/或任何其他售后服务，或根据超导奥地利和华锐风电之间的任何开发和许可协议提供给华锐风电的任何技术服务或技术，而承担任何责任或义务。此外，各方同意在华锐风电支付了第 4.1a 款约定的款项后，超导在本协议签署前依据附录 1 合同清单应当交付给华锐风电的存货、返修货、升级货等全部存货无需再行交付，华锐风电亦无需再行付款，各方也不再就前述存货追究其他方任何法律责任。

4. PAYMENT OBLIGATION

付款义务

- 4.0 The Parties agree that Sinovel shall pay AMSC China a total amount in RMB equivalent to fifty-seven million five hundred thousand (57,500,000) USD.

各方同意，华锐风电应向超导中国支付合计等值于五千七百五十万（57,500,000）美元的人民币。

- 4.1 The Parties agree on the following payment obligation:

各方就以下付款义务达成一致：

- a. Within one (1) business day of the Effective Date of this Agreement, Sinovel shall pay to AMSC China overdue payment with an amount in RMB equivalent to thirty-two million five hundred thousand (32,500,000) USD via bank wire transfer, the exchange rate shall be the USD middle rate published by the People's Bank of China on the payment date; and

在本协议生效后一（1）个工作日内，华锐风电应以银行电汇方式向超导中国支付等值于三千二百五十万美元（US\$32,500,000）的人民币的逾期贷款，汇率按支付日当日中国人民银行公布的美元中间价计算；

b. Within ten (10) months after Judge James D. Peterson delivers the first sentence against Sinovel, which is expected on July 6, 2018, Sinovel shall pay to AMSC China overdue payment with an amount in RMB equivalent to twenty-five million (25,000,000) USD via bank wire transfer, the exchange rate shall be the USD middle rate published by the People's Bank of China on the payment date.

在 James D. Peterson 法官对华锐风电作出第一次量刑判决（预计于 2018 年 7 月 6 日作出）后的十（10）个月内，华锐风电应以银行电汇方式向超导中国支付等值于二千五百万美元（US\$25,000,000）的人民币的逾期贷款，汇率按支付日当日中国人民银行公布的美元中间价计算。

Information of bank account is specified in Schedule 5.

有关银行账户信息见附录 5。

5. CONFIDENTIALITY

保密

5.0 The terms of this Agreement shall be held in complete confidence by each of the Parties and shall not be disclosed to any other person except:

协议各方应对本协议的条款完全保密，除下述情形外，不得向任何其他人披露：

(a) to the auditors, legal advisers, insurers and/or group companies of that Party to whom the confidentiality obligations set out in this Agreement shall extend; or
向适用本协议保密条款一方的审计人员、法律顾问、保险公司和/或其集团内的公司披露；或

(b) where that Party is under a legal, regulatory or stock exchange obligation to make such disclosure, but limited to the extent of that obligation; or
协议一方因为法律、管制或股票交易等方面的义务而需要披露，但应以该义务的范围为限；或

(c) to the extent that it is already in the public domain (other than as a result of a Party's breach of this Agreement); or
披露内容已经进入公知领域（除因一方违反本协议而造成的结果外）；或

(d) with the prior written consent of the other Parties.

事先经其他协议方书面同意。

5.1 The Parties acknowledge that within three (3) days after the Effective Date of this Agreement, they will each release an Announcement, which will include such Party's quote in substantially the form as set forth in Schedule 7, stating that their disputes have been settled through the joint efforts of the Parties, but not disclosing the terms thereof unless obligated to do so by legal, regulatory or stock exchange obligations. After Effective Date of this Agreement, no Party will issue any press release or other discourse with the press related to the matters covered by this Agreement which is disparaging of any other Party. If further clarification is required after the Parties release the Announcement, each Party shall be obliged to help each other Party to provide such clarification, including but not limited to providing clarification in written document(s) or in person. Within seven (7) days of the Effective Date of this Agreement, Parties shall report about this settlement to its government respectively.

各方确认，在本协议生效后三（3）日内，将实质上按照附录 7 的样式，各自发布声明宣布相关纠纷已经通过各方的共同努力得到解决，但其中不披露具体和解条款，除非因法律、管制或股票交易等方面的义务而需要披露。本协议生效后，任何一方都不会因本协议涵盖事项刊发任何批评任何其它方的新闻稿或向媒体发布其它批评任何其它方的言论。如果在双方发布声明后，仍需做出进一步澄清的，一方均有义务配合另一方进行澄清，包括但不限于提供书面澄清文件、当面澄清等方式。各方应在本协议生效后七（7）日内，各自向本国政府就本次和解进行报告。

6. WARRANTIES

保证

6.0 Each of the Parties represents and warrants to the others that this Agreement constitutes its legal valid and binding obligation and that it has full power and authority to enter into and perform.

协议各方均声明并保证，本协议规定的义务合法、对其有效且具有约束力，其能够全权签订及履行本协议。

7. GENERAL

一般条款

7.0 This Agreement shall be binding on the Parties, their successors and assigns and the name of a Party appearing herein shall be deemed to include the names of any such successor or assign.

本协议对各协议方、其继承人和受让人均有约束力，出现在本协议中的协议一方名称应视为包括任何上述继承人或受让人的名称。

7.1 In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions of this Agreement will remain unaffected. The Parties will negotiate in good faith a clause which is valid as nearly as possible to give effect to their intention in any clause which is held to be unenforceable or invalid, and if they fail to do so, the wording or a replacement provision shall be decided by arbitration under Clause 7.6 below. 若本协议的任何条款被认定为无法执行或无效，本协议其余条款的有效性及其可执行性不受影响。对于被认定为无法执行或无效的条款，各方将善意协商，以达成最大程度体现该条款意图的有效条款。若无法协商一致，应按照下述第 7.6 条提交仲裁决定条款表述或替代条款。

7.2 Each of the Parties acknowledges that damages alone would not be an adequate remedy for any breach of this Agreement and that the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of this Agreement are appropriate remedies.

协议各方确认对本协议的任何违约，仅损害赔偿不足以救济，对于任何威胁或实际的违约，禁令、具体履行行为及其他相应的救济措施都将是恰当的救济措施。

7.3 Each Party confirms that this Agreement, together with the schedules, sets out the entire agreement and understanding between the Parties in relation to its subject matter thereto. In the event of any conflict between this Agreement and any other contracts, this Agreement shall prevail.

各方确认，本协议及其附录涵盖了各协议方就协议事项达成一致和谅解的全部内容。如本和解协议和任何其它合同有任何冲突，以本和解协议为准。

- 7.4 This Agreement may be executed in any number of counterparts, and this Agreement shall only become valid and effective once all of the Parties have executed it, whether manually or by facsimile.

本协议可制作任何数量的副本，经协议各方签署后生效（无论亲笔签署或通过传真）。

- 7.5 This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be a) governed by, and construed in accordance with, the laws of Mainland China if the dispute is only between Sinovent and AMSC China, or b) governed by, and construed in accordance with, the law of Hong Kong for any other disputes. This Agreement is made in English and Chinese and both languages will have equal effect.

本协议，及任何由其引起或与其有关的非约定义务，应 a) 如果仅是华锐风电和超导中国之间的纠纷，应适用中国法的约束和解释，或 b)任何其它法律纠纷，应适用香港法的约束和解释。本协议由中英文书就，两种语言具有同等效力。

- 7.6 Any dispute, controversy or claim arising out of or relating to this Agreement (including the Schedules), including the validity, invalidity, breach or termination thereof ("Dispute") shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted to the HKIAC in accordance with these Rules. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English and Chinese. Before instituting arbitration proceedings the Parties agree that their CEOs will first confer in a friendly manner to determine if the dispute can be amicably resolved. If after conferring for a period of two (2) weeks, the Parties have not amicably resolved the dispute, then any Party shall be entitled to institute arbitration proceedings pursuant to this clause.

任何因本协议（包括附录）引起或与其有关的争议、争论或诉求，包括本协议的有效、无效、违约或终止（“争议”），应提交香港国际仲裁中心在香港根据提交仲裁申请时有效的香港国际仲裁中心仲裁规则进行仲裁解决。仲裁庭应由三名仲裁员组成，仲裁程序中使用英语和中文。在提起仲裁前，各方同意各方的 CEO 们将首先友好协商，来决定能否友好解决争议。如协商二（2）周后，各方仍未能友好解决争议，任何一方有权根据本条款提起仲裁。

- 7.7 Notwithstanding anything contained in this Agreement, a Party will not be in breach of this Agreement by failing to perform any obligation imposed upon it by virtue of this Agreement if to do so would involve it breaching the laws of the Peoples' Republic of China, Austria, or the United States of America.

无论本协议有任何其他规定，如果一方没有履行本协议所加于的任何义务，原因是这样做将会使其违反中华人民共和国、奥地利或美国的法律，那么该方并不构成对本协议的违反。

- 7.8 The Schedules hereto are made an integral part of this Agreement and are equally binding with the main body of the Agreement. In the event of any discrepancy between the main body of the Agreement and Schedules, the main body of the Agreement shall prevail.

本协议的附录为本协议不可分割的部分，并且与本协议正文的条款具有同等效力。如有冲突，以正文为准。

- 7.9 In the event that SINOVEL fails to make full payment of the amount on the date specified in Clause 4.1a, this Agreement and the Software License Agreement are automatically cancelled. In the event that SINOVEL fails to make full payment of the amount on the date specified in Clause 4.1b, AMSC's duties under this Agreement and the Software License Agreement shall automatically terminate and AMSC shall have no further obligations to SINOVEL under this Agreement and the Software License Agreement. However, any payment already made by SINOVEL will not be refundable, and SINOVEL shall still have the duties including to make payment of the outstanding amount, and to stop using the Licensed Software under this Agreement and the Software License Agreement.

如华锐风电未依照第 4.1a 条约定按时足额支付约定的款项，本和解协议及软件许可协议自动解除。如华锐风电未依照第 4.1b 条约定按时足额支付约定的款项，超导在本协议及软件许可协议项下的义务将自动终止，超导对华锐风电在本协议及软件许可协议项下都再无责任，但是，华锐风电已经支付的款项不可返还，华锐风电应向超导承担包括继续支付未支付的款项、停止本协议及软件许可协议项下软件的使用等责任。

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by signature of their respective authorized representative and/or by affixing their official seal on the date first written above.

各方于文首载明日期通过授权代表签字和/或盖章签署本协议，以昭信守。

EXECUTED as an Agreement by 签署方)
AMERICAN SUPERCONDUCTOR) /s/ Daniel P. McGahn
CORPORATION 美国超导公司)
acting by 签署人) Daniel P. McGahn
)
)
President and CEO
.....

EXECUTED as an Agreement by 签署方)
SUZHOU AMSC SUPERCONDUCTOR)
CO. LTD 苏州美恩超导有限公司)
acting by 签署人) /s/ Daniel P. McGahn
)
(With official seal affixed 加盖公章) Daniel Patrick McGahn
.....

EXECUTED as an Agreement by 签署方)
AMSC AUSTRIA GMBH) /s/ Michael Messner
美国超导奥地利有限责任公司)
acting by 签署人) Michael Messner
)
) Managing Director
.....

EXECUTED as an Agreement by 签署方)
SINOVEL WIND GROUP CO. LTD 华)
锐风电科技集团股份有限公司)
acting by 签署人) /s/ Ma Zhong
and 及)
(With official seal affixed 加盖公章) Ma Zhong
.....

SCHEDULE 1: LIST OF CONTRACTS

附录 1: 合同清单

Part One List of Purchase Contracts between Sinovel and AMSC China

第一部分华锐风电与超导中国签署《采购合同》清单

序号 Num	合同号 Contract Num	合同标的 Contract Subject	合同签订时间 Contract Conclusion Date
1	FDCG08045-01	1.5MW核心部件 1.5MW Core Components	2008.05.27
2	FDCG08045-02	300台PM3000S升级 Upgrade 300 Units PM3000S	2010.05.10
3	HCG3MW-09025-01	3MW核心部件 3MW Core Components	2009.09.29
4	HCG5MW-10007-01	5MW电控系统 5MW Electrical Control System	2010.03.11
5	HCG1.5MW-10016-01	1.5MW核心部件 1.5MW Core Components	2010.5.10
6	FDCG08045-02	300套PM3000S升级到PM3000W 300 Sets of PM3000S upgrade to PM3000W	2015.05.10
7	HCG1.5MW-09015-21	1.5MW核心部件备件 1.5MW Core Components Spare Parts	2009.10.15
8	HCG1.5MW-10015-11	1.5MW核心部件备件 1.5MW Core Components Spare Parts	2010.01.20
9	HCG1.5MW-10015-36	1.5MW核心部件备件 1.5MW Core Components Spare Parts	2010.11.05
10	HCG1.5MW-10016-01	1.5MW核心部件备件及软件 1.5MW Core Components and software	2010.05.10
11	HCG3MW-10015-13	3MW核心部件备件 3MW Core Components Spare Parts	2011.01.27

Parts Two List of Purchase Contracts between Sinovel and AMSC WINDTEC

第二部分华锐风电与超导温太克签署《采购合同》清单

Num 序号	Contract Num 合同号	Contract Subject 合同标的	Conclusion Date 签署时间
1	06.71C014	1.5MW Core Components 1.5MW核心部件	2006.12.15
2	06.71C015	1.5MW Core Components Software 1.5MW核心部件软件	2006.12.15
3	07.71C029	1.5MW Core Components Software 1.5MW核心部件软件	2007.04.06
4	FDCG07060	1.5MW Core Components 1.5MW核心部件	2007.12.24
5	FDCG07061	1.5MW Core Components Software 1.5MW核心部件软件	2007.12.24
6	FDCG08050	3MW Electrical Control System 3MW电控系统	2008.03.21
7	FDCG08051	3MW Core Components 3MW核心部件	2008.03.21
8	FDCG07006	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.04.25
9	FDCG07020-01	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.04.18
10	FDCG07020-02	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.04.26
11	FDCG07020-03	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.05.30
12	FDCG07020-04	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.06.26

12	FDCG07020-05	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.07.31
13	FDCG07020-06	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.08.31
14	FDCG07020-07	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.08.31
15	FDCG07020-08	1.5MW Core Components Spare Parts 1.5MW核心部件备件	2007.12.05

SCHEDULE 2: LIST OF PROCEEDINGS
附录 2: 法律程序清单

Num.	Case Name	Authorities	Citation
1	AMSC China v. Sinovel (including Sinovel's counterclaims)	Beijing Arbitration Commission	(2011) JING ZHONG AN ZI NO. 0693
2	Sinovel v. AMSC China	Beijing Arbitration Commission	(2012) JING ZHONG AN ZI NO. 0157
3	AMSC China v. Sinovel	Beijing High People's Court	(2015) GAO MIN ZHI ZHONG ZI NO. 3155
4	AMSC US, AMSC Austria and AMSC China v. Sinovel and its 3 employees	Beijing IP Court	(2015) JING ZHI MIN CHU ZI NO. 1135

编号	案件名称	主管机关	案号
1	超导中国诉华锐风电（包括华锐风电反申请）	北京仲裁委员会	(2011)京仲案字第0693号
2	华锐风电诉超导中国	北京仲裁委员会	(2012)京仲案字第0157号
3	超导中国诉华锐风电	北京市高级人民法院	(2015)高民（知）终字第3155号
4	超导美国，超导奥地利和超导中国诉华锐风电及其3名员工	北京知识产权法院	(2015)京知民初字第1135号

SCHEDULE 3: PENDING CRIMINAL COMPLAINTS/ACTIONS

附录 3: 未决刑事控诉/行动清单

Criminal Case Name	Authorities
United States v. Sinovel Wind Co., Ltd., Case Number 3:13-cr-00084-jdp	The United States Department of Justice

刑事案件名称	主管机关
美国司法部调查华锐风电侵犯知识产权	美国司法部

SCHEDULE 4: LIST OF DEVELOPMENT AND LICENSE AGREEMENTS

附录 4: 开发和许可协议清单

Num 序号	Contract Num 合同号	Contract Subject 合同标的	Conclusion Date 签署时间
1	—	Development of 3MW Wind Turbine 3MW风电机组设计开发	2007.02.06
2	—	Development of 5MW Wind Turbine 5MW风电机组设计开发	2007.02.06
3	—	Amendments of said 3MW,5MW Wind Turbine Development Agreements 上述3MW、5MW风电机组设计开发变更	2010.05.08
4	—	2MW Wind Turbine License Agreement 2MW 风电机组许可协议	2010.05.10

SCHEDULE 5: PAYMENT INSTRUCTIONS

附录 5: 付款指示

Information of AMSC China:

BENE' Full Name: Suzhou AMSC Super Conductor Co.,Ltd.
BENE' Address: 22 # NEP,369 Lushan Road,Suzhou Jiangsu 215129 P.R.C
Bank Name: [XXX]

Bank Address: [XXX]
ACCT NO: [XXX]

超导中国信息:

公司名称: 苏州美恩超导有限公司
公司地址: 苏州市高新区鹿山路 369 号国家环保产业园 22 栋 215129
开户行名称: [XXX]
银行地址: [XXX] 99 号
开户行帐号: [XXX]

Information of AMERICAN SUPERCONDUCTOR CORPORATION:

BENE' Full Name: AMERICAN SUPERCONDUCTOR CORPORATION
BENE' Address: 114 East Main Street, Ayer, MA 01432, USA
Bank Name: Silicon Valley Bank
Bank Address: 3003 TASMAN DRIVE, SANTA CLARA, CA 95054, USA
ACCT NO: [XXX]
ROUTING&TRANSIT#: 121140399
SWIFT CODE: SVBKUS6S

美国超导公司信息:

公司名称: AMERICAN SUPERCONDUCTOR CORPORATION
公司地址: 114 East Main Street, Ayer, MA 01432, USA
开户行名称: Silicon Valley Bank
银行地址: 3003 TASMAN DRIVE, SANTA CLARA, CA 95054, USA
账号: [XXX]
ROUTING&TRANSIT#: 121140399
SWIFT CODE: SVBKUS6S

SCHEDULE 6: SOFTWARE LICENSE AGREEMENT
附录 6: 软件许可协议

Software License Agreement

软件授权许可协议

Contract No. Sinovel – Windtec 2018001

合同编号: Sinovel – Windtec 2018001

Effective Date: **, 2018

生效日: 2018年*月*日

This Software License Agreement (“**this License Agreement**”) is entered by and among:

本软件许可协议 (“**许可协议**”) 由以下各方签署:

- (1) **AMERICAN SUPERCONDUCTOR CORPORATION**, a company incorporated in Delaware, with its registered address at 114 East Main Street, Ayer, MA 01432, United States of America;
美国超导公司, 一家在美国达拉华州注册成立的公司, 其注册办事处位于 114 East Main Street, Ayer, MA 01432, United States of America;
- (2) **AMSC AUSTRIA GMBH**, a company incorporated in Austria, with its registered address at Feldkirchner Strasse 138, 9020 Klagenfurt, Austria
美国超导奥地利有限责任公司, 一家奥地利注册成立的公司, 其注册地址为奥地利克拉根福市 Feldkirchner Strasse 138 号; 邮编: 9020
- (3) **SINOVEL WIND GROUP CO. LTD.**, a company registered in China, with its registered address at Culture Building, 59 Zhongguancun Street, Haidian District, Beijing, 100872, PRC (“**SINOVEL**”);
华锐风电科技(集团)股份有限公司, 一家在中国注册的公司, 其注册地址为中国北京海淀区中关村大街 59 号文化大厦, 邮编: 100872 (“**华锐风电**”);

Each a “**Party**” and together “**the Parties**”. AMERICAN SUPERCONDUCTOR CORPORATION and AMSC AUSTRIA GMBH individually and collectively referred to as “**AMSC**”. A reference to a party or parties shall include all subsidiaries, controlled affiliates and assigns or successors in title to such Party or Parties and all employees under the control of a Party.

各自简称“一方”，统称“各方”。美国超导公司和美国超导奥地利有限责任公司单独或合称“超导”。凡提及一方或各方，应包括该方或各方的所有子公司、受控制关联公司及所有权的受让人或继承人，以及受一方控制的所有雇员。

1. Grant of License

许可

- 1.1 AMSC grants Sinovel a non-exclusive license (without the right of sublicense) to: a) use, duplicate, modify and update AMSC's 1.5MWPLC wind turbine control software (Versions C12 1.4.3, C12.1.5.0 and C12 1.5.1), in object and source code forms and its communication protocol and communication protocol object code, and b) use and duplicate AMSC's PM3000 power converter software (Version5650414R1), but only in object code form (individually and collectively, items a)-b) constitute the "Licensed Software"; the Licensed Software is licensed only for use in connection with Sinovel's doubly fed wind turbines (including but not limited to the 1.5MW, 3MW and 5MW doubly fed wind turbines).

超导授予华锐风电非独家的许可（不包括转许可的权利），允许其：a) 使用、复制、修改和升级以目标码和源代码形式的超导的 1.5MWPLC 风机控制软件（版本 C12 1.4.3, C12.1.5.0 和 C12 1.5.1）及其通讯协议及通讯协议规则目标码，和 b) 使用、复制仅以目标码形式的超导的 PM3000 变频器软件（版本 5650414R1），（a)和 b) 项单独和共同构成“许可软件”；上述软件授权仅限于华锐风电的双馈风机（包括但不限于 1.5MW、3MW 和 5MW 双馈风机）有关用途。

- 1.2 The Parties agree that License granted under this License Agreement is valid and will remain in force on an ongoing basis, upon payment by Sinovel of the amount specified in Clause 4.1a of the Settlement Agreement entered into by the Parties, unless and until the granted License under this License Agreement is terminated pursuant to Clause 3 or Clause 7 below. The issues related with Licensed Software which occurred before the execution of this License Agreement shall be subject to the release and covenant not to sue stipulated in Clause 1 of the Settlement Agreement.

各方同意，从华锐风电全额支付《和解协议》第 4.1a 条约定的款项起，除非根据以下第 3 条或第 7 条约定而终止，本许可协议项下的许可将持续有效。本许可协

议签署日前有关许可软件的相关事宜将遵守和解协议第一条解除责任和承诺不起诉的约定。

2. Warranty

质量责任

- 2.1 Sinovel acknowledges that the Licensed Software has passed Sinovel's evaluation and test before this License Agreement is signed. Sinovel acknowledges that the Licensed Software is provided with the function, characteristics, contents required to for use in Sinovel's wind turbines.

华锐风电认可在本许可协议签订前，许可软件已经通过华锐风电评测；华锐风电认可许可软件符合用于华锐风电风机所要求的功能、特点、内容。

- 2.2 AMSC gives no warranty on the Licensed Software, including the Licensed Software that has been modified by Sinovel at its own discretion.

对许可软件，包括华锐风电自行修改后的许可软件，超导不承担任何质量责任。

3. License fee and payment

许可费和支付

- 3.1 Provided that SINOVEL makes the payments in Clause 4.0 of the Settlement Agreement fully and timely, the license fee of the Settlement Agreement is zero. If SINOVEL fails to make the payment of any amount according to Clause 4.0 of the Settlement Agreement, the License granted hereby shall be immediately terminated, and AMSC shall have no further obligations to SINOVEL under this License Agreement.

在华锐风电按时足额支付《和解协议》4.0条约定的金额的前提下，本协议的许可费为零。如华锐风电未能按照《和解协议》第4.0条约定支付任何一笔款项，则本许可协议项下的许可立即终止，超导对华锐风电在本协议项下再无责任。

4. Technical support

技术支持

- 4.1 The Parties agree that Sinovel shall provide technical support to all the end users (within or outside the territory of the People's Republic of China).

各方同意，对于最终用户（无论在中华人民共和国境内或境外），均由华锐风电提供技术支持。

5. Intellectual property

知识产权归属

5.1 The intellectual properties of the Licensed Software shall all belong to AMSC.

许可软件的知识产权均属于超导。

5.2 Within the scope as agreed in this License Agreement, if Sinovel has updated the Licensed Software, the copyright of the updated part belongs to Sinovel. The copyright of Sinovel on the updated part shall in no way affect the integral copyright enjoyed by AMSC on the Licensed Software. Sinovel will not assert against AMSC or any of its customers or licensees any intellectual property relating to the updated part of the Licensed Software.

在本许可协议约定的范围内，如华锐风电自行对许可软件进行了更新，更新部分的著作权归华锐风电所有。华锐风电拥有的更新部分的著作权不得影响超导对许可软件享有的完整的著作权。华锐风电不得就有关许可软件更新部分的知识产权向超导公司或其任何客户或被许可人提出诉求。

6. Confidentiality

保密

6.1 All the technical documents and Licensed Software of AMSC, including but not limited to the source and object codes of the Licensed Software, constitute trade secrets of AMSC. Without a written consent by AMSC, Sinovel shall not disclose the trade secrets of AMSC to any third party, or use such trade secrets beyond the agreed scope of this License Agreement.

超导根据本许可协议提供给华锐风电的全部技术资料 and 许可软件,包括但不限于软件目标代码、源代码等信息,均构成超导的商业秘密。未经超导书面同意，华锐风电不得披露给任何第三方，或者使用在本许可协议规定范围之外。

7. Term

期限

- 7.1 This License granted under this Agreement is valid upon payment by Sinovel of the amount specified in Clause 4.1a of the Settlement Agreement entered into by the Parties, and will remain in force unless and until the License is terminated pursuant to Clause 3.1 or Clause 7.2 hereof.

本许可协议项下的许可自华锐风电全额支付各方签署的《和解协议》第 4.1a 条约定的款项起生效，除非根据本协议第 3.1 条或第 7.2 条约定而终止，本许可将持续有效。

- 7.2 This License Agreement may be terminated by sending a written notice to the other party if the other party materially breaches any provision of this License Agreement and fails to make an effective remedy to rectify such breach within 30 days after receipt of such notice. In addition, in the event that SINOVEL does not make the payment in the amount specified in Clause 4.1b of the Settlement Agreement entered into by the Parties within ten (10) months after Judge James D. Peterson delivers the first sentence against Sinovel, which is expected on July 6, 2018, the License granted under this License Agreement shall be automatically terminated. In such event, AMSC's duties under this License Agreement shall be automatically terminated and AMSC shall have no further obligations to SINOVEL under this License Agreement. However, any payment already made by SINOVEL will not refundable.

任何一方严重违反本许可协议的实质性义务，经收到守约方书面通知后，在 30 天内未能采取有效的补救措施纠正违约行为的，守约方可以解除本许可协议。此外，如在 James D. Peterson 法官对华锐风电作出第一次量刑判决（预计于 2018 年 7 月 6 日作出）后的十（10）个月内，华锐风电未全额支付各方签署的《和解协议》第 4.1b 条约定的款项，本协议项下的许可将自动终止，超导对华锐风电在本许可协议项下再无责任，但是，华锐风电已经支付的款项不可返还。

- 7.3 Termination of this License Agreement before expiry for the reason specified in Article 7.2 shall not hinder the damaged party from seeking other remedies.

本许可协议因 7.2 款原因提前解除的，并不妨碍受损害方寻求其它救济的权利。

- 7.4 Upon termination of this License Agreement and/or the granted License under this License Agreement for any reason, Sinovel shall not continue using the Licensed

Software to produce wind turbines or other products. However, unless otherwise agreed by the parties, and except for a termination of granted License due to Sinovel's non-payment of the amount specified in Clause 4.1b of the Settlement Agreement, Sinovel may continue to use and sell those wind turbines carrying the Licensed Software that have been produced and/or authorized prior to the termination of this License Agreement and/or the granted License under this License Agreement for the purpose or in a manner as agreed herein.

本许可协议和/或本许可协议项下的许可无论因何种原因终止后，华锐风电应不再继续使用许可软件生产风机或其他产品，但除非双方另有约定，且除非是因本协议第 4.1b 条中的款项未支付而导致的许可终止，华锐风电可以继续按本许可协议约定的目的或方式使用及销售在本许可协议和/或本许可协议项下的许可终止日前已经生产的和/或已经得到授权的载有许可软件的风机。

7.5 Clauses 5, 6, 8 and any provision that continues to be valid as per its nature shall survive the termination of this License Agreement for any reason.

本许可协议无论因何种原因终止后，本许可协议的第 5 条、第 6 条、第 8 条及其他依其性质应继续有效的条款应保持有效。

8. General Provisions

一般条款

8.1 This License Agreement shall be binding on the Parties, their successors and assigns and the name of a Party appearing herein shall be deemed to include the names of any such successor or assign.

本许可协议对各协议方、其继承人和受让人均有约束力，出现在本许可协议中的协议一方名称应视为包括任何上述继承人或受让人的名称。

8.2 In the event that any of the provisions of this License Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions of this Agreement will remain unaffected. The Parties will negotiate in good faith a clause which is valid as nearly as possible to give effect to their intention in any clause which is held to be unenforceable or invalid, and if they fail to do so, the wording or a replacement provision shall be decided by arbitration under Clause 8.6 below.

若本许可协议的任何条款被认定为无法执行或无效，本许可协议其余条款的有效性及其可执行性不受影响。对于被认定为无法执行或无效的条款，各方将善意协商，以达成最大程度体现该条款意图的有效条款。若无法协商一致，应按照下述第 8.6 条提交仲裁决定条款表述或替代条款。

- 8.3 Each of the Parties acknowledges that damages alone would not be an adequate remedy for any breach of this License Agreement and that the remedies of injunction, specific performance, and other equitable relief for any threatened or actual breach of this License Agreement are appropriate remedies.

许可协议双方确认对本许可协议的任何违约，仅损害赔偿不足以救济，对于任何威胁或实际的违约，禁令、具体履行行为及其他相应的救济措施都将是恰当的救济措施。

- 8.4 This License Agreement may be executed in any number of counterparts, and this License Agreement shall only become valid and effective once all of the Parties have executed it, whether manually or by facsimile.

本许可协议可制作任何数量的副本，经协议双方签署后生效（无论亲笔签署或通过传真）。

- 8.5 This License Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, the laws of Hong Kong. This Agreement is made in English and Chinese and both languages will have equal effect.

本许可协议，及任何由其引起或与其有关的非约定义务，应适用香港法的约束和解释。本许可协议由中英文书就，两种语言具有同等效力。

- 8.6 Any dispute, controversy or claim arising out of or relating to this License Agreement, including the validity, invalidity, breach or termination thereof ("Dispute") shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English and Chinese.

任何因本许可协议引起或与其有关的争议、争论或诉求，包括本许可协议的有效、无效、违约或终止（“争议”），应在香港根据提交仲裁申请时有效的香港国际仲裁中心仲裁规则进行仲裁解决。仲裁庭应由三名仲裁员组成，仲裁程序中使用英语和中文。

8.7 Any and all administrative procedure as well as the relevant fees and expenses applicable to the Licensed Software according to the governing law of this License Agreement, including but not limited to technique import formalities, shall be completed and borne by Sinovel.

本许可协议适用法律所规定的与许可软件有关的审批程序及费用，包括但不限于技术进口手续，均应由华锐风电完成并承担。

【End of Text】

【正文结束】

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed by signature of their respective authorized representative and/or by affixing their official seal on the date first written above.

各方于文首载明日期通过授权代表签字和/或盖章签署本协议，以昭信守。

EXECUTED as an Agreement by 签署方)
AMERICAN SUPERCONDUCTOR) /s/ Daniel P. McGahn
CORPORATION 美国超导公司
acting by 签署人) Daniel P. McGahn
)
President and CEO
.....

EXECUTED as an Agreement by 签署方)
AMSC AUSTRIA GMBH) /s/ Michael Messner
美国超导奥地利有限责任公司
acting by 签署人) Michael Messner
)
Managing Director
.....

EXECUTED as an Agreement by 签署方)
SINOVEL WIND GROUP CO. LTD 华) /s/ Ma Zhong
锐风电科技集团股份有限公司
acting by 签署人) Ma Zhong
(With official seal affixed 加盖公章))
.....

SCHEDULE 7: ANNOUNCEMENT

附录 7: 公告

Sinovel and AMSC will each announce that both Parties have signed a Settlement Agreement on XX, 2018. This agreement was signed on July __, 2018 and is being performed by the Parties. Both Parties express that full performance of the Agreement, will enable them to settle the previous disputes.

华锐风电与美国超导将分别公告，各方已于 2018 年 7 月 XX 日签署和解协议，该协议已生效且已被双方开始执行。双方均表示要完整履行协议，解决之前的纠纷。

Statement to be included in Sinovel's Press Release:

华锐风电新闻公告中包括的声明:

Sinovel's Chairman and CEO, Mr. Ma Zhong, said, "Sinovel and AMSC had excellent cooperation in the past years, which was beneficial for both parties who rapidly grew into important companies in the wind power industry, making positive contributions to not only the development of the wind power industry but also in promoting Sino-US cooperation and exchanges in the new energy area. Our cooperation grew with the explosive growth of the Chinese wind power market. We were confronted with inevitable shortfalls in our relations that needed to be dealt with by both parties. Regarding the commercial and IPR disputes which occurred during the cooperation, we have reached a Settlement Agreement based on our past successful cooperation, in the spirit of friendly consultation, sincerity, and understanding, and with eyes on future business. I am fully confident that both parties will rebuild mutual trust and start a new cooperative relationship."

We thank the Chinese, American, Austrian, and EU governments for their attention, understanding and support.

华锐风电董事长兼 CEO 马忠先生表示：“华锐风电与美国超导在过去有过卓越的合作，取得了双赢的合作成果，各方都成为风电领域重要的企业，不仅对风电事业的发展也对促进中美两国在新能源领域中的合作与交流做出了积极贡献。各方的合作建立在一个爆发式发展的中国风能市场的背景下，在合作中难免存在一些需要我们共同完善的环节，面对合作过程中出现的商业和知识产权纠纷，基于过去成功的合作，我们本着友好协商、坦诚与谅解和着眼未来的原则达成了和解协议。我对双方重归互信，开展新的合作关系充满信心。”

感谢中、美、奥地利、欧盟政府对我们的关注、关心、理解和支持。

Statement to be included in AMSC's Press Release:

美国超导新闻公告中包括的声明：

Mr. Daniel P. McGahn, President and CEO of AMSC, expressed that, "We valued the past cooperation between Sinovel and AMSC which was heralded as the example of Sino-US cooperation in the new energy area. Through Sinovel's and AMSC's joint efforts, we have signed a Settlement Agreement to settle the previous disputes in a constructive manner that we believe will enable us to move on with our respective businesses. This closes a challenging chapter for AMSC."

美国超导总裁兼 CEO 丹尼尔·麦加恩先生表示，“我们珍视华锐风电与美国超导以往的合作，这曾是中美新能源领域合作的典范。美国超导和华锐风电通过共同努力，已经签署了协议，用建设性的方式解决了以往纠纷，我们坚信这会让我们双方都更好地发展我们各自的业务。美国超导也就此结束了一段具有挑战性的历程。”

We thank the Chinese, American, Austrian, and EU governments for their attention, understanding and support.

感谢中、美、奥地利、欧盟政府对我们的关注、关心、理解和支持。

保证担保函
Letter of Guarantee

致： 苏州美恩超导有限公司

To: SUZHOU AMSC SUPERCONDUCTOR CO. LTD,

鉴于：2018年【】月【】日，美国超导公司、苏州美恩超导有限公司、超导奥地利公司与华锐风电科技(集团)股份有限公司(下称“华锐风电”)签署了《和解协议》。本保证人，尉文渊(中国居民身份证号：_[XXX]) (下称“保证人”)，出于真实意愿，在此就华锐风电履行《和解协议》第4.1b条约定的支付义务向苏州美恩超导有限公司(下称“超导公司”)提供连带责任保证，具体如下：

WHEREAS AMERICAN SUPERCONDUCTOR CORPORATION, SUZHOU AMSC SUPERCONDUCTOR CO. LTD and AMSC AUSTRIA GMBH and SINOVEL WIND GROUP CO. LTD. (“SINOVEL”) entered into a Settlement Agreement on _____, 2018, I, WEI Wenyuan (Chinese ID no. [XXX])(hereinunder the “Guarantor”), in true and free will, agree to provide an unconditional and irrevocable guarantee to SUZHOU AMSC SUPERCONDUCTOR CO. LTD (hereinunder the “AMSC”) that I will assume joint and several liabilities for the payment by SINOVEL according to Clause 4.1b of the Settlement Agreement. To be specific:

根据上述《和解协议》第4.1b条的约定，华锐风电应于在美国威斯康星州西区法院 James D. Peterson 法官对华锐风电作出第一次量刑判决(预计于2018年7月6日作出)后的十(10)个月内，向超导公司支付等值于二千五百万美元(US\$25,000,000)的人民币。保证人愿就华锐风电的上述付款义务(主债务)承担连带保证责任。若华锐风电不能按照《和解协议》的约定(包括但不限于因破产、重组等原因)向超导公司支付上述款项，超导公司要求保证人承担保证责任的，保证人自接到超导公司发送的付款通知后三十(30)日内向超导公司支付上述款项，保证人承担保证责任直至该主债务还清时为止。

In accordance with Clause 4.1b of the above-mentioned Settlement Agreement, SINOVEL is obliged to make a payment to AMSC within ten (10) months after Judge James D. Peterson of the US District Court for the Western District of Wisconsin delivers the first sentence against Sinovel, which is expected on July 6, 2018, in an amount in RMB equivalent to twenty-five million (25,000,000) USD. The Guarantor agrees to bear joint and several liabilities for the payment of the above amount (“the Principal Debt”). If the payment is not made on the agreed due date for any reasons, including but not limited to bankruptcy or restructure procedures, upon request of AMSC, the Guarantor will unconditionally make payment of the above-mentioned amount to AMSC, within thirty (30) days after receiving a payment notice from AMSC. This Guarantee is valid until the Principal Debt is paid off.

本保证担保函适用中华人民共和国法律，依中华人民共和国法律解释。本保证担保函相关的争议解决方式与上述《和解协议》相同，即提交香港国际仲裁中心仲裁。《和解协议》作为本函附件附后。

This Letter of Guarantee is governed by, and construed in accordance with, the laws of Mainland China. Any disputes relating to this Letter of Guarantee shall be settled in the same way as provided in the afore-mentioned Settlement Agreement, i.e. arbitration by the Hong Kong International Arbitration Centre. The Settlement Agreement is attached hereunder as the Appendix of this Letter of Guarantee.

保证人：（签字盖章）

Signed by the Guarantor

/s/ Wei Wenyuan

日期：2018.07.03

Date