

You must read these Basic Software Online Terms ("Online License Terms") together with any additional terms and conditions relating to Software in the agreement between You and HDS ("Agreement"). If there is any inconsistency between these Online License Terms and the Agreement, these Online License Terms will be the controlling document for the subject matter contained within. Capitalized terms will have the same meaning as defined in the Agreement and these Online License Terms.

1. License Grant

Except as otherwise expressly provided, HDS grants You a personal, non-transferable, non-exclusive license:

- (a) to Use the Software solely on the HDS Equipment with which it is shipped, to enable the Equipment to function;
- (b) to Use the Software solely for Your internal business needs subject to the restrictions specified on any Equipment used in connection with the Software. For capacity-based Software, You will Use the Software up to the specified capacity purchased on the relevant equipment, network, device or CPU. If You wish to exceed capacity, You must pay HDS any additional license fees first; and
- (c) if You are provided with Work Product under a Statement of Work, to Use, reproduce, copy and display the Work Product solely for Your internal business purpose. You obtain no title or ownership in any Software or Work Product or Maintenance Material under the Agreement or these Online License Terms, nor do You obtain any right to sublicense the Software, Work Product or Maintenance Material.

The Software may be used only as provided in either machine-readable object code form or machine-compressed form, and the related Documentation may be used only in printed or electronic form.

2. Third Party Software

Third Party Software may be embedded in HDS' Software and sublicensed directly to You. Other Third Party Software is provided to You subject to Third Party EULAs available from HDS at Your request. You will have no recourse against HDS unless HDS is the stated licensor and then only to the extent provided in such license. You will be responsible to do whatever is necessary or required by the third party licensor for the licenses and related terms to take effect (e.g. online registration). Unless stated otherwise in these Online License Terms or in the third party license or provided under a maintenance contract, HDS will not provide support for Third Party Software and will not provide You with any IP indemnity, including the IP indemnity in the Agreement, for the Third Party Software.

3. Open Source Software

Some Software licensed to You includes Open Source Software, and You can access a complete list of these licenses for the Open Source Software provided with HDS' or Hitachi Ltd.'s proprietary Software from the Open Source License Website. The Open Source License Website does not include Third Party Related OSS. You must refer to the

applicable Third Party EULA for those terms. It is Your responsibility to read and adhere to all licenses for Open Source Software. By accepting the Online License Terms, You are also accepting the terms and conditions of the licenses applicable to any Third Party Software (including any Open Source Software) included with the Software. If the Software licensed by HDS includes certain software licensed under the GNU General Public License or other similar Open Source Software with a license that requires the licensor to make the source code publicly available ("GPL Software") and the applicable source code was not included in the Software, then You may obtain a copy of the applicable source code for the GPL Software by either (a) requesting the open source code be mailed to You by HDS or (b) downloading the open source code by following the links on the website referenced in the Open Source License Website.

4. Use Restrictions

Except to the extent these restrictions are prohibited by applicable law, or prohibited by the terms of any open source license, You must not, and must not allow any other person to: (a) use the Software to conduct comparative or competitive analyses, including benchmarking; (b) reverse engineer, decompile, reverse compile, reduce in human readable form or otherwise access the source code of the Software (c) sub-license, rent, lease, modify, enhance, supplement, create derivative works from the Software; (d) copy the Software other than as expressly allowed; (e) remove or otherwise tamper with any proprietary notices contained on or in the Software; or (f) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without HDS express written authorization.

5. Authorized Copies

HDS will provide You with one copy of the media and documentation for the Software. For Software licensed under an enterprise license, HDS grants to You right to make copies of the Software solely for Your own internal use, within the scope of the enterprise license. You may also make one copy of back-up or archival copies of Software solely for Your own internal use. You must reproduce on all copies made, all proprietary and copyright notices contained on or in the Software.

6. Software Transfers

Except to the extent otherwise provided in any applicable open source license, You must not transfer the Software to any other person or entity without HDS' prior written consent. You may, however, transfer the Operating Software to a third party ("*transferee*") solely with the related HDS Equipment, but You must ensure that the transferee agrees to the terms of these Online License Terms and the relevant license terms. The Operating Software is provided to the transferee on an "as is" basis, with no extension of any existing warranty or support arrangements. When the transfer is complete, You must remove and destroy all copies of the Operating Software in Your possession or under Your control. You must also permanently remove all Software from any media upon which it is stored prior to disposing of the media.

7. Location of Software

If the Equipment upon which You are authorized to Use the Software becomes temporarily inoperable, You may load and Use the Software on another of Your computer systems located at the same premises, until the original Equipment becomes operable. Otherwise, You must always get HDS' prior written consent before changing the Equipment on which the Software is to be Used, or its location.

8. Verification Rights

HDS or its independent auditor may, upon reasonable notice to You, examine and audit Your records and systems to ensure compliance with applicable software licenses. The audit will be performed during normal business hours in a manner which does not unduly interfere with Your business operations. If the audit shows that You are using more copies of the Software than permitted under Your applicable licenses, HDS will charge You additional usage fees.

9. Termination of Licenses

Your license in the Software will terminate: (i) when that Software is replaced with any upgrade, revision or replacement Software; (ii) when the license term ends, if any is expressly stated; (iii) if You are in breach of these Online License Terms, any license for Third Party Software, or the Agreement.

10. Definitions

Open Source License Website: the licenses applicable to Open Source Software listed at www.hds.com/corporate/legal/index.html.

Open Source Software: Third Party Software which may be available without charge for use, modification or distribution and generally licensed under the GNU General Public License, Lesser General Public License, Apache or other open source software license.

Third Party EULAs: separate licenses directly between Customer and the third party licensor, which terms may be shrink-wrapped or click-through and related documentation, which may be provided to You in connection with delivery of the Software.

Third Party Related OSS: any Open Source Software licensed to, provided with or otherwise contained in, the Third Party Software.

Third Party Software: any software licensed to HDS by any party other than Hitachi Ltd. for direct or indirect distribution to end users. For clarification purposes, if any Third Party Software not sublicensed through these terms contains Open Source Software, You must refer back to that applicable license for those terms.