

## HITACHI DATA SYSTEMS PARTNER CODE OF CONDUCT

Every partner ("You") of Hitachi Data Systems Corporation or its related companies ("We" or "Us") is required to understand and comply fully with the terms of this Code of Conduct. Strict adherence to this Code is vital. You must report any suspected violations of the Code to Us immediately. If you violate the Code, your status and participation under the HDS Partner Program ("Program") may be suspended or terminated altogether. You may also have civil or criminal legal action taken against you. You indemnify Us for all losses, damages and costs associated with Your failure to comply with this Code, the Program and the resale of HDS products and services.

**Anti-Bribery:** You will comply with all anti-bribery laws applicable to the places where You are located and do business. You must take all reasonable steps to ensure that all people with whom You do business (for example, resellers, partners, subcontractors, consultants, agents, representatives) and their affiliates do the same. The U.S. Foreign Corrupt Practices Act ("**FCPA**") makes it a crime for U.S. corporations to bribe foreign government officials in order to retain business. You warrant and represent to Us that neither You nor any person representing You will make, offer, promise or authorize directly or indirectly, any payment or transfer of anything of value to a foreign government official or make any payment to anyone who You know or should know will make such payment in order to promote or retain business or assist You in performing its obligations and/or providing information to Us. You must comply with the FCPA and all other laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. You must read, understand and comply with the HDS Corporate Ethics Policy at [www.hds.com/corporate/legal/index.html](http://www.hds.com/corporate/legal/index.html), including the Global Anti-Bribery Policy. If We ask You, You will sign a certificate up to once per year, confirming Your compliance.

**Business Courtesies:** Never accept anything from someone doing business with Us, where the gratuity is offered or appears to be offered in exchange for any type of favorable treatment or advantage. To avoid even the appearance of impropriety, do not accept any gifts or promotional items of more than nominal value.

**Confidentiality:** You must keep all confidential information that We give to You in whatever form confidential, using the same degree of care that You would use to protect Your own confidential information. We won't disclose Your confidential information that We get from You to anyone else, unless You expressly allow Us to, and You must do the same with our confidential information. You must not, under any circumstances, disclose our confidential information to any of our competitors. We can, however, disclose Your confidential information to our employees and contractors who need to know the information in order to perform obligations under agreements that we have with You. If You become aware of any violation of our confidential information or are required by law, order, regulation or ruling to disclose our confidential information, You must notify Us immediately. By "confidential information," We mean any nonpublic business, financial, personnel or technological information, plans, data or other information that, at the time of disclosure, is clearly marked as confidential or in the circumstances would be considered to be confidential and would include the terms of all contracts that We have with You. When those contracts end, You may not copy, take or retain any document containing our confidential information and Your obligations of confidentiality survive the end of the contract.

**Export Controls:** You will obtain all licenses, permits and approvals required by any government agency of any applicable government, including without limitation, the United States government acting under the authority of the Export Administration Act and implementing Export Administration Regulations and You will otherwise comply with all applicable laws, regulations and requirements of such applicable government, and other competent authorities. Without limiting the foregoing, You will not transmit, export or re-export, directly or indirectly, separately or as part of any system, the products or any technical data (including processes and services) received from Us, without first obtaining any license required by the applicable government, including without limitation, the United States government and/or any other applicable competent authority and You will ensure that all applicable export restrictions are observed. By accepting delivery, You agree that none of the products or technical data ordered from Us will be sold or otherwise transferred to any U.S.-embargoed destination or any entity subject to a U.S. denial order or to any person, company or entity if You know or have reason to believe that they will be re-exported, sold, transferred or otherwise taken outside the area in which You are authorized to operate as an HDS partner, in violation of U.S. or other applicable law or regulations. You also certify that none of the products or technical data ordered from Us will be sold or otherwise transferred to, or made available for any entity or end use that is engaged in the design, development, production, stockpiling or use of nuclear, biological or chemical weapons or missile technology and, for any entity with specific end use that is engaged in conventional weapons or any other military activities. We have the right to refuse to accept orders for products and/or services, or to refuse to fulfill previously accepted orders, if We determine in good faith that Your proposed sale or disposition of Our products or technical data pose an unreasonable risk of violation of any applicable export control laws or regulations. We may cancel any orders that We had previously accepted without penalty, if the necessary export or re-export authorizations are not obtained within a reasonable period of time. If requested, We will provide reasonable assistance to You, including training with respect to appropriate compliance measures, in connection with Your compliance with the Export Administration Act and implementing Export Administration Regulations. This provision will survive termination of our partner agreement with You.

**Governmental Information:** If You are involved with any transactions with governments regarding HDS products or services, You will ensure that Your personnel have appropriate and valid security clearances and that access to classified government information is handled in accordance with pertinent government procedures.

**Honest Dealings:** You must scrupulously comply with all laws in Your dealings in relation to HDS products and services. You will conduct business in an honest and ethical manner, refrain from unfair trade practices and represent Hitachi, HDS and their related companies, products and services accurately. You will also represent the products and services fairly in comparison to competitive products and services of other suppliers. You must not make any written or verbal statements or warranties beyond those in Our standard end user agreements; if You do, You will be fully responsible to the recipient for them and HDS is not liable to You or them.

**Insider Trading:** You must not trade in the securities of Hitachi or any other company, or buy or sell any property or assets, on the basis of nonpublic information You have acquired through our contracts or other dealings with You, whether such information comes from Us or from another company with which We have a confidential relationship.

**Political Contributions:** We do not contribute funds to any political party or candidate. You must not contribute or donate on behalf of Us, directly or indirectly, funds, products, services or other resources for any political cause, party or candidate.

**Product Warranties:** Subject to applicable law, We provide no express or implied warranties to You in relation to HDS products and services. Product warranties and service obligations are contained in the Partner Pass Through Terms or as otherwise provided to You.

**Record-Keeping Controls:** The FCPA also requires any company registered with the U.S. Securities and Exchange Commission to (i) make and keep books, records and accounts which accurately and fairly reflect its transactions and dispositions of assets; and (ii) implement and maintain sufficient internal accounting controls to ensure its management has properly authorized transactions and access to corporate assets and that proper accounts can be prepared in compliance with generally accepted accounting principles.

**Software:** All software in or supplied with the HDS Products is licensed by HDS on terms which may be included on or inside the packaging of the delivered product, or in the case of standalone software, within the program itself as an on-screen display when installed and/or used; otherwise, You will direct the customer to the Partner Pass Through Terms or as otherwise provided to You. If We provide 3rd-party software to You, such software will be supplied with a corresponding license from the relevant 3rd-party licensor. You acknowledge that you obtain no rights of ownership or use in the software and are only authorized to resell it to Your customers.