

HITACHI ALLIANCE PARTNER PROGRAM AGREEMENT

This HITACHI ALLIANCE PARTNER PROGRAM AGREEMENT is between Hitachi Data Systems Corporation (“HDS”) and the legal entity as identified in the application to be a member of the Hitachi Alliance Partner Program (“Partner”) (each a “Party” and collectively the “Parties”). This “Agreement” governs Partner’s participation in the Hitachi Alliance Partner Program (“Program”) and is comprised of: (i) this Hitachi Alliance Partner Program Agreement, (ii) Program Manual, (iii) Program Policies, (iv) each applicable Program Addendum, (v) all Exhibits attached hereto, and (vi) any other documents referenced herein.

EITHER BY CLICKING THE “I ACCEPT” BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, PARTNER ACKNOWLEDGES THAT PARTNER HAS ACCESSED AND READ THE AGREEMENT AND AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT. UPON ACCEPTANCE BY HDS OF PARTNER’S APPLICATION, HDS AND PARTNER ARE DEEMED TO HAVE ENTERED INTO ALL THE TERMS OF THIS AGREEMENT AS OF THE EFFECTIVE DATE. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF A PARTNER OR OTHER LEGAL ENTITY TO BECOME A PARTNER UNDER THE PROGRAM REPRESENTS AND WARRANTS THAT (I) HE OR SHE HAS THE FULL LEGAL AUTHORITY TO BIND SUCH PARTNER OR LEGAL ENTITY TO THE TERMS OF THIS AGREEMENT, AND (II) THE INFORMATION SUBMITTED IN CONNECTION WITH THE APPLICATION IS TRUE, ACCURATE, AND COMPLETE. IF THE INDIVIDUAL DOES NOT HAVE THE AUTHORITY, OR IF THE INDIVIDUAL OR PARTNER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, THE INDIVIDUAL AND THE PARTNER MUST NOT CLICK THE “I ACCEPT” BUTTON OR OTHERWISE INDICATE ASSENT TO THE TERMS OF THIS AGREEMENT, AND MUST NOT PARTICIPATE IN THE PROGRAM, USE ANY SOFTWARE/MATERIALS NOR ACCESS THE PARTNER PORTAL (as defined below).

1. DEFINITIONS:

“**Change in Control**” means the sale of all or substantially all of the stock or assets or the transfer of a controlling interest of Partner to an unaffiliated third party of Partner.

“**Claims**” mean actions, claims, demands, and/or any damages awarded or liabilities incurred, and any expenses and costs (including, without limitation, reasonable attorneys’ fees, related costs and expenses) incurred in the defense of, such action, claim or demand.

“**Compatible Products**” means Partner’s product(s) modified to be compatible with, and capable of communicating with HDS products using the HDS Materials, and any Partner-released updates, enhancements or corrections.

“**Confidential Information**” means any nonpublic or proprietary information of either Party (which is provided by one Party to the other pursuant to this Agreement and which, if provided in written (including electronic) form is clearly marked confidential or carries a similar designation, or, if provided verbally is identified at the time of disclosure as confidential and is reduced to a written document submitted to the receiving Party within ten (10) business days after disclosure.

“**Customer**” means client who purchases products or services from HDS or HDS Affiliates, either directly or indirectly through a channel partner or other service provider.

“**Code of Conduct**” means the HDS Partner Code of Conduct located at <https://www.hds.com/en-us/about-hds/corporate-social-responsibility.html#ethics>, which will be deemed incorporated in this Agreement, and may be updated by HDS from time to time.

“**Documentation**” means HDS Materials covering a Nominated Product in any form whatsoever, including paper and electronic information that HDS deems necessary for Partner to carry out its obligations under this Agreement.

“**Effective Date**” means the date that HDS provides written confirmation of Partner’s acceptance into the Program.

“**Feedback**” means any and all suggestions, comments, ideas, or other technical information provided by Partner to HDS regarding: (a) Nominated Products or (b) Confidential Information provided from HDS under a Program Addendum or otherwise; and specifically excluding any Confidential Information about Partner’s products.

“**HDS Affiliate**” means any entity controlling, controlled by, or under common control with HDS.

“**HDS Materials**” means HDS software, application program interface (API), Documentation, and other materials, including any updates and

upgrades thereto, that HDS in its sole discretion makes available under this Agreement.

“**Intellectual Property**” or “**IP**” means all current and future worldwide statutory or other proprietary rights (including moral rights) covering copyright, trademark, design, patent, know-how, mask work, utility models, trade secrets, inventions, software, documentation, reports and drawings, and the related documentation and any rights to registration of such rights.

“**Insolvent**” means the inability of a Party to pay its debts as they fall due, the appointment of a receiver or administrator, liquidator or similar person to the Party’s affairs under the laws of any jurisdiction; the calling of a meeting of creditors or for any reason, ceasing to carry on business.

“**Nominated Products**” means the HDS products on which Partner is authorized to perform Program activities as specified in an email response from HDS sent on the Effective Date or as expressly permitted under this Agreement.

“**Open Source Software**” or “**OSS**” means any source and/or object code which is available without charge in the public domain and licensed under the GNU GPL, BSD or any other open source license.

“**Partner Portal**” refers to Partner Connect portal, and such successor or replacement site, available to Partner, which is located at <https://partner.hds.com/>, and such successor or replacement site.

“**Program Addenda**” or “**Program Addendum**” means each applicable addendum for participation in a Program Type and related transaction document(s) (e.g., PO) executed by the Parties under this Agreement (if signature is specifically required by HDS), or which Partner otherwise indicates assent and acknowledgement electronically.

“**Program Benefits**” means information, training, support, and other benefits available to Partner as a Program Partner, as expressly specified in the relevant Program Manual.

“**Personal Data**” means personal information about an identifiable person obtained by Partner in connection with its obligations under or otherwise pursuant to this Agreement, including without limitation any such personally identifiable information about a Customer.

“**Program Manual**” means the Program Manual posted on the Partner Portal or otherwise provided to Partner, and any additional Program guides or documentation incorporated through the addition of a Program Addendum, and all updates and changes made from time to time.

“**Program Policies**” means, collectively, the policies incorporated by reference into this Agreement or available on the Partner Portal, including without limitation the following, as may be modified by HDS from time to time: Terms of Use Policy, HDS Corporate Ethics Policy,

Global Anti-Bribery Policy, Site Access Use Policy, HDS Trademark Usage Guidelines, and HDS Code of Conduct.

“**Program Level**” means levels within the Program based on criteria set forth in the Program Manual.

“**Program Logo**” means the specific trademark designation for the Program or Program Type as indicated in the Program Manual.

“**Program Type**” means additional sub-categories of the Program that have a particular scope as set forth in the Program Manual.

“**Purchase Order**” or “**PO**” means an HDS purchase order form.

“**Partner Portal**” refers to Partner Connect portal, and such successor or replacement site, available to Partner, which is located at <https://partner.hds.com/>, and such successor or replacement site.

“**Security Event**” means any accidental or unauthorized access, destruction, disclosure, modification or transfer of such Personal Data (“**Security Event**”).

“**Supplemental Terms**” means license, testing and certification, additional indemnification and other terms specific to Program, Program Type or a Nominated Product under this Agreement, agreed to in writing by both Parties.

“**Test Results**” means reports, briefs, test results, data and other documentation not defined as Feedback.

2. PROGRAM BENEFITS AND OBLIGATIONS

2.1 General Program. This Agreement provides Partner with an opportunity to participate in the Program and the additional Program Type described more fully in the Program Manual(s). Partner may apply to the Program by submitting an application on the Partner Portal or as otherwise provided by HDS. HDS may request additional information, as necessary, to complete review of Partner’s application for participation in the Program. HDS reserves the right to accept or reject any application in its sole discretion. HDS will notify Partner by e-mail or otherwise, if HDS accepts Partner’s application to participate in the Program.

2.2 Program Type. Following the acceptance by HDS of Partner’s application to enroll in the Program, Partner may add one or more Program Type by executing the applicable Program Addendum. Once a Program Addendum is fully executed, Partner is also bound by the terms of the applicable Program Addendum, which is then incorporated and made a part of this Agreement. HDS may, in its sole discretion, add additional Program Type, modify, and/or discontinue existing Program or Program Type from time to time. HDS will use reasonable efforts to give Partner advance notice of changes that reduce the nature or terms of Partner’s Program Level, or participation rights in the Program or relevant Program Addendum. However, Partner will be responsible at all times for monitoring the Partner Site and complying with the most current version of all applicable Program Manual. Partner may submit written requests to HDS for exemption from the changes; however, HDS is under no obligation to grant such requests.

2.3 Program Levels. HDS may define specific Program Levels within the Program and/or Program Type. Program benefits and obligations may vary by Program Level, as further described in the Program Policies. HDS will assign Partner to the appropriate Program Level based on the requirements met by Partner, as defined in the Program Manual.

2.4 Access to Partner Portal. Partner’s rights of access to the HDS Partner Portal are subject to the Terms of Use Policy either contained on the log-on screen or otherwise provided to Partner.

2.5 Interoperability. Partner may use HDS Materials to create Compatible Products only as set forth in Section 4.

2.6 Lab Access. If Partner is granted remote access to HDS labs, Partner will comply with all insurance requirements and obligations in the Lab Access Supplemental Terms, attached as **Exhibit A**.

2.7 Advisor Compensation. Subject to the terms of this Agreement, and compliance with the Program Manual, Code of Conduct, Hitachi TrueNorth Advisor Partner Program Terms (attached as **Exhibit B**) and all related procedures, Partner may also participate in the Hitachi TrueNorth Advisor Partner Program.

2.8 Training and Certification. Certain Program Types may require Partner to comply with applicable Training and Certification requirements set forth in applicable Program Manual.

2.9 HDS Obligations. HDS will provide Partner with Program Benefits indicated in the Program Manual. Unless otherwise expressly specified in this Agreement, a Program Manual or in a separate written agreement between the Parties, HDS will not loan or otherwise provide hardware, software or any other equipment at a discount or otherwise in connection with the Program or Program Type. Any hardware, software or other equipment loaned or otherwise provided to Partner in connection with its participation in the Program or Program Type will be subject to this Agreement and HDS’ standard form equipment loan agreement, software evaluation and any other HDS standard form documentation. In addition, and not in derogation of those agreements, Partner will also use such hardware, software or other equipment during the Program, solely for the purpose and in accordance with any other restrictions specified in this Agreement and the relevant Program Manual.

3. PAYMENT AND TAXES

3.1 HDS Payment Terms. HDS will pay any undisputed invoices rendered by Partner within sixty (60) days from the date of HDS’ receipt of a correct invoice. All invoices to HDS must include the applicable PO number (or it will be rejected by HDS) and shall be sent electronically to accounts.payable@hds.com, or as otherwise required under current HDS invoicing standards. If Partner provides Work Product or Services to HDS under an SOW, payment of an invoice will not be deemed acceptance of Work Product or Services, but rather such Work Product or Services will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria in the relevant SOW. HDS is entitled to set off any amount Partner owes HDS and pay for Services and Work Product actually performed and accepted by HDS.

Taxes. All prices contemplated under this Agreement will exclude any applicable taxes, including without limitation income taxes, value-added tax (Ad Valorem Tax or “**VAT**”), government sales (“**GST**”) or national sales tax (“**NST**”), sales or use tax, withholding tax, or excise tax. Any taxes arising under this Agreement will be the sole responsibility of the Party owing such tax, which liability will be determined by the specific laws governing such tax assessment; provided, however, any sales or use tax, GST, NST, or excise taxes will be the responsibility of the Party purchasing the goods or services contemplated under this Agreement.

Withholding Obligations. For any transaction arising under this Agreement, to the extent the governing law of any taxing authority imposes a withholding or collection obligation on the invoicing Party for any tax properly associated with a billing or collection process on amounts due under this Agreement, the invoicing Party will exercise due professional care in discharging such withholding or collection obligation, and the invoicing Party may deduct the withholding tax from amounts due under this Agreement. The invoiced Party will remit to the proper authorities these additional taxes as required by applicable law. The withholding Party will provide to the other Party within a commercially reasonable time period, appropriate written evidence supporting the nature and amount of the tax involved.

Exemptions. If a resale certificate, treaty-benefits exemption certificate, or other exemption document is required to reduce or eliminate any

taxes arising on transactions contemplated herein, the invoicing Party will be solely responsible for providing to the invoiced Party such documentation, and the invoicing Party will be using all commercially reasonable efforts to fully cooperate to establish the validity of the documentation.

If it is ever determined that any tax withheld or paid relative to the Agreement was not required to be paid, and that a refund of such taxes is appropriate, both Parties agree to provide all commercially reasonable cooperation and assistance towards the timely collection of such refund.

3.2 Partner Payment Terms. Notwithstanding the above, Partner will pay all applicable fees, if any, as specified in the applicable Program Manual, Program Addendum and/or PO, and such fees will be due and payable as set forth in such Program Manual, Program Addendum and/or PO.

4. LICENSES

4.1 HDS Materials License. During the term of Partner's participation in the applicable Program Type, HDS grants Partner a limited, revocable, non-exclusive, non-transferable license to use internally HDS Materials related to the Nominated Product provided by HDS to Partner only in connection with that Program Type, to modify the Partner product(s) solely to allow the Partner product(s) to communicate with HDS products using the HDS API to create Compatible Product(s). Any object code or source code provided by HDS in connection with a particular Program will be subject to this Agreement, any separate license and additional obligations that are provided in Supplemental Terms. Partner will not use the HDS Materials for any purpose other than as expressly provided in this Agreement. Partner will not, nor permit any third Party to copy, modify, distribute, rent or lease, disassemble, reverse-engineer or decompile the HDS Materials except to the extent as permitted by law. Partner will not incorporate or integrate any portion of the HDS Materials, including but not limited to the HDS API, into Partner product(s).

4.2 Partner License to HDS. Partner grants HDS a non-exclusive, non-transferable, royalty-free license under all Intellectual Property rights owned or licensed by Partner and embodied in the Compatible Product(s) to use, demonstrate and copy the Compatible Product(s) for testing and technical support purposes, including the right to permit contractors to exercise the rights of HDS under this Agreement solely in the performance of work for HDS, and for customer demonstration purposes. HDS will not use the Compatible Product(s) for internal production uses, unless expressly authorized by Partner, and will not, nor permit any third party to disassemble, reverse-engineer or decompile the Compatible Product(s) except to the extent permitted by law. To the extent that Test Results are required in connection with Partner's participation in a Program, Partner grants HDS and HDS Affiliates a worldwide, non-exclusive, perpetual, irrevocable, transferable, royalty-free right and license with sublicense rights, to copy, use, display, modify and directly or indirectly distribute all Test Results that Partner must or may provide to HDS in connection with Partner's participation in a particular Program. HDS will not and will not permit HDS Affiliates, however, to display, distribute, transfer or sublicense any Test Results that are Confidential Information without Partner's prior written consent.

4.3 HDS Program Logo Trademark License. HDS grants Partner a worldwide, non-exclusive, non-transferable, royalty-free, personal license to use the applicable HDS Program Logo solely: (a) to market and display on Partner's web site, and (b) with prior written approval from HDS, in connection with Partner's collateral marketing materials. Partner will use the Program Logo only in accordance with HDS "Trademark Usage Guidelines", which HDS may update periodically, and any other standards, specifications and instructions provided to Partner by HDS. Further, all such use is subject to additional terms and conditions in the applicable Program Manual. Any other use by Partner of the Program Logo will be subject to prior written approval from HDS, which may be withheld in sole and absolute discretion of HDS. Use of the

Program Logo will terminate immediately upon the sooner of: (i) the expiration or termination of this Agreement or (ii) when Partner's participation in the Program ends. Partner agrees that any and all use of the Program Logo by Partner will inure solely to the benefit of HDS.

4.4 Partner Trademark License. Partner grants HDS a worldwide, non-exclusive, non-transferable, royalty-free, personal license to use Partner's logo in accordance with Partner's written guidelines provided to HDS in connection with Partner's participation in Program(s). Partner will make Partner's logo available to HDS in low resolution and print-ready art format or in any other format agreed by the Parties. Partner grants HDS the limited right to disclose Partner's identity, to display that identity along with Partner's logo on the HDS web site (www.hds.com). Partner also grants HDS the right to use these items in its marketing collateral as well as in press releases, and in press and analyst briefings

4.5 General Trademark Usage Requirements. Except as set forth in this Section 4, nothing in this Agreement will grant or will be deemed to grant to one Party any right, title or interest in or to the other Party's trademarks or logos. All use by HDS of Partner's trademarks and logos (including any associated goodwill) will inure to the benefit of Partner, and all use by Partner of the Program Logo (including any associated goodwill) and any other trademark will inure to the benefit of HDS. At no time during or after the term of this Agreement will either Party challenge or assist others to challenge the trademarks or logos of the other Party or the registration thereof by the other Party, nor will either Party attempt to register any trademarks or logos that are confusingly similar to those of the other Party. Each Party will not adopt, use, register, make application or attempt to register any acronym, trademark, trade names or other marketing name of the other Party or any confusingly similar mark, uniform resource locator (URL), internet domain name, or symbol as part of such Party's own name or the name of any of its affiliates or the names of any products it markets. Neither Party will use the other Party's trademarks or logos in any way that will disparage the other Party or its products, injure the other Party's goodwill in its trademarks or logo, or infringe the other Party's Intellectual Property. Both Parties acknowledge the validity of the other Party's trademarks and logo and the other Party's sole ownership of its trademarks and logos. Each Party retains all right, title and interest in and to its trademarks and Program Logo.

4.6 Feedback License. Partner will have no obligation to provide HDS with any Feedback. To the extent Partner provides Feedback, however, Partner hereby grants to HDS and HDS Affiliates a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license, with the right to sublicense, to use and disclose Feedback in any manner HDS chooses and to display, perform, copy, make, modify, have made, sell, directly or indirectly distribute and otherwise dispose of products from HDS and its sublicensees embodying such Feedback in any manner and via any media HDS chooses, without reference to its source or other obligation to Partner, provided: (i) HDS will not attribute Feedback to Partner and Feedback will remain anonymous, and (ii) HDS will not be entitled nor will HDS seek any indemnification from Partner in the event Feedback infringes a third-party Intellectual Property right. HDS acknowledges that any Feedback is provided "AS IS" without any representation or warranty as more fully described below in Section 7.

4.7 Ownership. Except as expressly provided in this Agreement, a Program Addendum or Program Manual, no rights, title or interest in each other's patents, copyright, trademarks and trade secrets or any other Intellectual Property right is granted or may be implied. Any and all such applicable rights, title and interest will remain solely with the respective Party.

4.8 Open Source Software. Notwithstanding other statements in this Agreement, the HDS Materials may include or require download of third-party software including Open Source Software components that are distributed in compliance with the particular licensing terms and

conditions attributable to the Open Source Software. HDS provides the Open Source Software to Partner "AS IS" without any warranties or indemnities of any kind.

5. TERM AND TERMINATION

Term. This Agreement will commence on the Effective Date and continue until the next March 31st or until the expiration or termination of all applicable Program Addenda, whichever is longer ("**Term**"). Thereafter, the Agreement will automatically renew for consecutive additional one (1) year terms unless either Party notifies the other in writing at least sixty (60) days prior to the expiry of the then current term of its decision not to renew, or as set forth below. Notwithstanding the foregoing, the term of each Program Addendum is set forth in each Program Addendum, and is independent of the term of any other Program Addendum.

Immediate Termination. Either Party may terminate this Agreement (and HDS may terminate Partner's participation under any Program Addendum) immediately by written notice if the other Party commits a material breach of any terms under this Agreement and does not remedy that breach or provide the other Party with an acceptable plan for curing such breach within thirty (30) days after receipt by the breaching Party of the material breach notice. In addition, either Party may terminate this Agreement immediately by written notice if the other (a) breaches the confidentiality or Intellectual Property obligations under this Agreement or (b) becomes or threatens to become Insolvent.

Termination by HDS. HDS reserves the right to terminate the Program or Program Type at any time subject to sixty (60) days written notice by posting on the Partner Portal or as otherwise communicated by HDS to Partner. Partner or its successor-in-interest will inform HDS as soon as possible following a Change in Control. Following a Change in Control, HDS may terminate this Agreement at any time by providing written notice to Partner or its successor.

Effects of Termination. Upon the termination of this Agreement or participation in all or part of a Program for any reason whatsoever, Partner will comply with the post-termination requirements set out in the applicable Program Addendum, Program Manual and this Agreement. Upon termination, Partner will cease citing affiliation to HDS, including without limitation on its web site, marketing collateral and press releases. Partner shall immediately cease all use of HDS IP and HDS Materials, de-install them, and return or destroy all copies of the HDS Materials and all portions thereof and where requested by HDS, so certify in writing to HDS. Termination is not an exclusive remedy and all other remedies at law or in equity will be available to HDS.

6. DATA PRIVACY/SECURITY EVENT

Partner warrants that:

- a. Partner will not disclose Personal Data without express prior written approval from HDS.
- b. Partner will take adequate technical, physical, and administrative security measures to safeguard such Personal Data against unauthorized access, destruction, disclosure, transfer, or other improper use, and in addition, Partner has implemented by Effective Date, and will continue to implement throughout the Term, the technical, physical, administrative measures with the objective of preventing unauthorized or unlawful access to or accidental loss or destruction of such Personal Data.
- c. In the case of a Security Event, Partner will provide HDS with an oral report within forty-eight (48) hours of when Partner learned or should have learned through reasonable diligence of the Security Event ("**Discovery**") and a comprehensive written report no later than five (5) business days of Discovery after the Security Event, setting out all relevant information on the Security Event, including the following: a description of the Security Event, the date the Security Event occurred,

the date the Security Event was discovered, the identity and last known mailing address of affected individuals, the affected categories of Personal Data for each individual, a description of the steps taken to date, or that otherwise should be taken, to respond to, deal with or otherwise mitigate any impacts of the Security Event, and the details of the person or entity which has, will or should be taking such steps, an identification of any law enforcement agency that has been contacted about the Security Event and contact information for the relevant official, a description of the steps that have been, or will be, taken to prevent a recurrence and the details of the person or entity which has, will or should be taking such steps, and contact information for the individual principally responsible for responding to the access, disclosure or transfer. Partner will update its written disclosure as new, material information becomes available and Partner will update the written report as new, material information is Discovered.

7. WARRANTY/INDEMNITY

7.1 Partner represents and warrants to HDS that it has all necessary rights, title and interest to grant HDS and Customers the rights contemplated under the terms of this Agreement and applicable Program Addendum, and will defend, indemnify and hold harmless HDS and HDS Affiliates of, from and against any and all Claims arising from or relating to Claims of Intellectual Property infringement, theft or misappropriation provided by Partner to HDS or HDS Affiliates under this Agreement ; provided that Partner is given: (i) prompt notice of any Claim; (ii) cooperation in the defense or settlement of any such Claim; and (iii) control over the defense or settlement of any such Claim. Partner warrants that it: (a) is legally authorized to distribute Partner's products that it will develop, certify, qualify or demonstrate to operate with HDS Nominated Products.

7.2 HDS and its licensors own all copyright, trademarks, designs, patents, circuit layout rights, trade, business or company names, domain names and related registration rights and all other Intellectual Property rights in all items and materials that HDS provides to Partner or otherwise create pursuant to this Agreement, and their copies and modifications ("**HDS IP**"). Partner only gets license rights to HDS IP as expressly stated in this Agreement or a Program Addendum, and all rights not expressly granted are reserved to HDS or HDS Affiliate. Partner must not do anything to jeopardize the rights of HDS, HDS Affiliates or its licensors in the HDS IP including to (i) copy, modify, reverse-engineer (except to the extent prohibitions on reverse-engineering are prohibited by law) or transfer any HDS IP; (ii) register or attempt to register any competing Intellectual Property rights to the HDS IP; or (iii) delete or tamper with any proprietary notices on or in HDS IP.

8. DISCLAIMER OF DAMAGES

EXCEPT FOR INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF GOODWILL OR DATA, AND LOSS OF FUTURE BUSINESS OPPORTUNITIES) EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT (INCLUDING NEGLIGENCE) OR CONTRACT LAW. HDS PROVIDES ALL PROGRAM, PROGRAM TYPE, HDS MATERIALS, INFORMATION, PRODUCTS AND SERVICES IN CONNECTION WITH THIS AGREEMENT AND PARTNER PROVIDES ALL FEEDBACK "AS IS," AND WITHOUT ANY KIND OF WARRANTY, WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

EXCEPT INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY FOR DAMAGES IS

LIMITED TO ONE MILLION DOLLARS (\$1,000,000 U.S.). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

10. CONFIDENTIALITY

Each Party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care, but no less than reasonable care, that a Party uses to protect its own like information, for a period of three (3) years following termination of this Agreement. HDS and Partner will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement. Nothing in this Agreement will be deemed to restrict a receiving Party from disclosing Confidential Information to its employees and authorized subcontractors in the discharge of its obligations, provided all such employees and subcontractors of receiving Party have a substantially similar obligation to protect the Confidential Information of disclosing Party. In addition, HDS may share Partner's Confidential Information with HDS Affiliates provided they have a need to know in connection with this Agreement or the applicable Program Addendum provided such HDS Affiliates' have a substantially similar obligation to protect Partner's Information. These obligations do not apply to Confidential Information that (i) is held by the recipient at the time of receipt from the disclosing Party under no confidentiality obligation, (ii) was lawfully received from another person who is not required to hold it in confidence, (iii) was developed independently without use of disclosing Party's information, (iv) is required by applicable law or regulation to disclose (in which case the recipient will promptly notify the disclosing Party) or (v) that is or becomes public knowledge through no fault of the recipient.

11. EXPORT COMPLIANCE/COMPLIANCE WITH LAWS

Both Parties agree to comply with all applicable laws and regulations in performance under this Agreement. Partner shall comply with all applicable export laws, restrictions and regulations of the U.S. Department of Commerce, the U.S. Department of Treasury and any other U.S. or foreign agency or authority.

12. ASSIGNMENT

Neither Party shall assign (by operation of law or otherwise) or transfer this Agreement (or any of its rights or obligations hereunder) without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void and a breach of this Agreement. Any assignment of this Agreement, regardless of whether consent is required, will be conditioned on the assignee's or successor's (as the case may be) express assumption of the assigning Party's representations, warranties, covenants and obligations under this Agreement, including all surviving obligations.

13. NOTICE

Unless otherwise agreed to by the Parties, all notices as required under this Agreement shall be made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) courier mail, addressed and sent to the attention of the following:

For HDS:

Hitachi Data Systems Corporation
Attn: HDS Alliance Manager
2845 Lafayette Street
Santa Clara, CA 965050

With a copy to:

Hitachi Data Systems Corporation
Attn: General Counsel, MS 3200
2845 Lafayette Street
Santa Clara, CA 95050

For Partner:

Contact Information as specified on the Program application or Program Addendum.

14. INDEPENDENT CONTRACTORS

The Parties are independent contractors of each other, and no partnership or joint venture is intended or created by this Agreement. This agreement is non-exclusive for both Parties.

15. GOVERNING LAW

This Agreement and any disputes between the Parties relating to the subject of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding any conflicts of law principles. Partner irrevocably consents to venue and jurisdiction in the courts of Santa Clara County, California. The Parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods.

16. SEVERABILITY

If any term or provision of this Agreement is held to be invalid, illegal or otherwise unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and interpreted to reflect the original intent of the Parties.

17. WAIVER

The waiver by either Party of any breach or the failure to exercise any right under this Agreement will not constitute a waiver of such (or subsequent) breach or default.

18. ENTIRE AGREEMENT

If Partner and HDS separately negotiated a distribution agreement through which HDS resells Partner's products prior to joining the Program, the terms of that agreement shall control ("**Existing Agreement**"). Except as provided in the foregoing, this Agreement constitutes the entire agreement between HDS and Partner and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. Except for Program Manuals and Program Policies, this Agreement may be modified or amended only by the mutual written agreement of authorized representatives of the Parties. Any inconsistency in terms will be governed first by the applicable Program Addendum and next by this Agreement, but only to the extent of that conflict. Any inconsistency between the terms set forth in Exhibits and the remainder of this Agreement will first be governed by the Exhibits, but only to the extent of that conflict. In the event of a conflict between this Agreement and any PO subsequent to this Agreement, this Agreement shall govern and control, but only to the extent of that conflict unless such PO or specifically references this Agreement and states that it will be controlling.

19. SURVIVAL

All provisions (including those in Program Addenda) that by their nature survive shall survive termination or expiration of this Agreement. Notwithstanding the foregoing, Sections 1, 3, 4.6, 4.7, 4.8, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, and 18.

EXHIBIT A

LAB ACCESS SUPPLEMENTAL TERMS

HDS, at HDS' sole discretion, may permit Partner ("Lab User") of the Program to access HDS Labs remotely. Lab User desires Lab access to test Lab User's Compatible Products on the date(s) and for the purpose described herein.

BY ACCESSING HDS' LAB, LAB USER FURTHER AGREES TO THE TERMS OF THIS **EXHIBIT A**. All capitalized terms will have the meanings in the Agreement unless otherwise defined in this Exhibit A.

1. DEFINITIONS.

1.1 "**HDS Technology**" means any HDS software and hardware made available for Lab User's use in the Lab during the Lab Access Period.

1.2 "**Lab**" means a testing laboratory of HDS.

1.3 "**Lab Access Acceptance**" means an email response from HDS on the Effective Date or a later date specifying Lab User's access to HDS Technology, the Lab Access Period and any Third-Party Technology made available to Lab User in connection with Lab usage during the Lab Access Period.

1.4 "**Lab Access Period**" means Lab User's remote scheduled Lab access times specified in the Lab Access Acceptance.

1.5 "**Third-Party Technology**" means any third-party software, hardware and other intellectual property made available by HDS to Lab User for Lab use during the Lab Access Period.

2. LAB USAGE.

2.1 Lab Access. HDS will provide remote Lab access to Lab User at HDS' sole discretion under the terms of this Agreement.

2.2 Lab Conduct. Lab User and all of its personnel will abide by all applicable policies and procedures set forth in the TAP Program Manual. HDS may monitor and audit Lab User's Lab use to ensure Lab User's compliance with the Agreement.

2.3 Removal of Access. HDS may refuse and/or remove Lab User's Lab access at any time.

3. LICENSE TERMS.

3.1 License Grant. During the Lab Access Period, HDS grants to Lab User a personal, revocable, non-transferable, non-exclusive limited license to use the HDS Technology solely at a secure location for remote access through a VPN line provided or approved by HDS, for the sole purpose of testing Company's Compatible Product on HDS Technology.

3.2 Use Restrictions. Lab User will not, and will not permit any other person or entity to: (a) use, merge, adapt, decode, copy, display, transfer, modify, distribute, extract, reverse-assemble, disassemble, reverse-compile, decompile, reverse-engineer, translate, or create derivative works based on, developed from, or that incorporate portions of any HDS Technology or Third-Party Technology, or (b) sublicense, rent, lease, assign, transfer or otherwise dispose to any person or entity, any HDS Technology or Third-Party Technology.

3.3 Ownership. HDS and its Third-Party Technology licensors retain all rights, title and interest in and to the HDS Technology and Third-Party Technology as applicable, including any derivatives works made by Lab User.

4. CONFIDENTIAL INFORMATION.

Lab User will use Test Results solely in accordance with Lab User's rights permitted in the Agreement and will not provide Test Results to a third party without HDS' prior written consent. Lab User will also secure all copies of Lab User's Confidential Information when using the Lab and will remove Lab User's Confidential Information from the Lab promptly on the expiration of the applicable Lab Access Period. Any data, information, or materials left by Lab User in the Lab after the Lab Access Period will be deemed not to be Lab User's Confidential Information.

5. NO WARRANTY OR MAINTENANCE.

HDS and its licensors make no express or implied warranties of any kind whatsoever. HDS Technology and Third-Party Technology, if any, is provided AS IS, and HDS AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY STATUTORY WARRANTY OF NON-INFRINGEMENT. Notwithstanding anything to the contrary in this Agreement, the Lab Access will not create any express or implied representation, warranty or other guaranty of any technology performance or suitability for any particular purpose.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY.

6.1 Lab User will indemnify, defend and hold harmless HDS from and against any Claims arising from or related to: (a) any damage to HDS' or a third party's personnel in connection with Lab use; (b) any damage or loss of HDS' or a third party's tangible or intangible personal property caused by Lab User or its personnel in connection with Lab use; (c) Lab User's or its personnel's misappropriation of any Third-Party Technology.

6.2 IN NO EVENT WILL HDS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF USE OF HDS TECHNOLOGY, THIRD-PARTY TECHNOLOGY OR ANY PERFORMANCE UNDER THIS EXHIBIT A. This risk allocation reflects the lack of charges for the use of the Lab. HDS will not provide maintenance or support for the Lab during the Term.

7. **TERM AND TERMINATION.**

7.1 Term. This Exhibit A begins on the date when Lab User is first granted access to the Lab and ends on the earlier of (a) the last date of the Lab Access Period or the date the Agreement terminates.

7.2 Survival. Sections 1, 4, 5, 6, 7, and 8 shall survive termination of this Agreement.

8. **EXPORT.**

Export Compliance. By accepting access to the HDS Lab, Lab User agrees that the technology or Test Results or portion thereof will not be sold, accessed by or otherwise transferred to any U.S.-embargoed destination or any entity subject to a U.S. denial order. Lab User also certifies that it will not sell, transfer or make available the HDS Technology or Test Results made available through the Lab, if Licensee knows or has reason to know that the intended use is the design, development, production, stockpiling or use of (i) nuclear, biological or chemical weapons or missiles; and (ii) conventional weapons in some countries. All other export and import requirements set forth in the Agreement apply to Lab User's use of the Lab.

EXHIBIT B

HITACHI TRUENORTH ADVISOR PARTNER PROGRAM TERMS

This **EXHIBIT B** to the Hitachi Alliance Partner Program Agreement sets out the basis on which HDS will compensate Partner for bringing Opportunities to HDS for fulfillment by HDS. The following are incorporated into this Exhibit B: (i) the TrueNorth Advisor Partner Program Manual and (ii) the Schedules to this Exhibit B.

BY ENTERING INTO THE ARRANGEMENTS CONTEMPLATED BY THIS EXHIBIT B, PARTNER AGREES TO THE TERMS OF THIS EXHIBIT B. All capitalized terms will have the meanings in the Agreement unless otherwise defined in this Exhibit.

1. SCOPE OF EXHIBIT.

- 1.1 Scope of Relationship. Subject to the Partner's compliance with the term of this Exhibit B, the TrueNorth Advisor Partner Program Manual and all related procedures and guidelines, HDS will pay a Referral Fee in accordance with the terms of this Exhibit B, for completed Qualifying Sales that Partner introduces to HDS during the Term. This Exhibit B does not authorize Partner to distribute or resell HDS Products or Services that relate to a Registered Opportunity.
- 1.2 Public Procurement Opportunities. Government and Public Entity Sales Opportunities are excluded from this Exhibit B.

2. PROGRAM PROCEDURES.**2.1 Qualifying Opportunities.**

(a) Partner may bring Opportunities to HDS from time to time. Partner will promptly notify HDS of each Opportunity through the Referral Registration Process. HDS will advise Partner in writing whether or not the Opportunity has been approved.

(b) If HDS does not approve the Opportunity, neither Party is required to take any further action on, nor have any liability to the other Party for, the development and fulfillment of that Opportunity.

(c) If HDS approves the Opportunity, it becomes a Qualifying Opportunity, at which point Partner is entitled to register it as a Registered Opportunity. Until and unless it becomes a Registered Opportunity, neither Party will have any liability to the other for the development and fulfillment of such Opportunity under this Exhibit B.

(d) Without limiting any other requirement of the Referral Registration Process or this Exhibit B: (i) Partner must provide written acceptance via email to HDS before an Opportunity converts to a Registered Opportunity; and (ii) the conversion of a Qualifying Opportunity to a Registered Opportunity is conditional upon the Parties agreeing to the applicable Referral Fee, which must be included in the Registered Opportunity.

- 2.2 Qualifying Sales. The Parties will comply with the Referral Registration Process in converting the Registered Opportunity into a Qualifying Sale. Partner will follow HDS' reasonable instructions for the Registered Opportunity. Partner agrees and acknowledges that:

(a) HDS will only be liable to pay the Referral Fee to Partner for a Qualifying Sale that is the direct result of the Parties' activities, as set out in the Registered Opportunity;

(b) without limiting any other requirement of the Registered Opportunity or this Exhibit B, a Qualifying Sale is conditional upon the completion and execution of the Qualifying Sale Contract;

(c) HDS will have no liability under this Exhibit B for the supply of Products and/or Services by HDS that are outside the scope of the transactions comprising the Registered Opportunity;

(d) HDS will have no liability under this Exhibit for the supply of Products and/or Services to any entity other than Customer or for the supply of any products and/or services other than the Referred Supply; and

(e) if the Parties fail, for any reason whatsoever, to convert a Registered Opportunity into a Qualifying Sale within the time period(s) set out in the relevant Registered Opportunity, HDS will have no liability whatsoever to Partner to pay all or any part of the Referral Fee.

- 2.3 Qualifying Sale Contract. Partner further agrees and acknowledges that:

(a) HDS will be the party who enters into the Qualifying Sale Contract with the Customer, as well as any renewal or extension of such contract (if applicable);

(b) HDS has the absolute discretion to determine the Customer Price for the Referred Supply;

(c) nothing in this Exhibit B prevents or limits HDS from appointing sub-contractors to perform all or any part of their obligations under a Qualifying Sale Contract; and

(d) before HDS agrees to convert the Registered Opportunity to a Qualifying Sale: (i) Partner will provide the Customer with a Disclosure Statement, unless Partner can demonstrate to HDS' reasonable satisfaction that there are compelling reasons not to provide such Disclosure Statement; and (ii) if requested by HDS, Partner will complete and sign a Foreign Corrupt Practices Certificate.

3. FINANCIAL ARRANGEMENTS.

3.1 Eligibility of Partner to Referral Fee.

(a) Upon the completion of the Qualifying Sale, and subject to the terms of the Registered Opportunity, Partner will be entitled to invoice HDS for the Referral Fee in accordance with Section 3.2 of this Exhibit B.

(b) Partner agrees and acknowledges that the Referral Fee is Partner's sole and exclusive compensation for the applicable Registered Opportunity and Qualifying Sale. Partner will not be entitled to seek any further amounts from HDS, on account of costs and expenses incurred in connection with Partner's activities under any stage of the Referral Registration Process or otherwise in the promotion, marketing and sale of HDS Products and/or Services, for any purpose connected to this Exhibit B.

3.2 Payment Terms. Partner will invoice HDS for the Referral Fee upon the completion of all requirements of the relevant Registered Opportunity. Invoices are payable on the terms of Section 3 of the Agreement. Partner will sign a written acknowledgement of receipt of such Referral Fee at HDS' request.

4. WARRANTIES AND INDEMNITY.

4.1 Partner Warranties. Without limiting any warranties provided by Partner to HDS under the Agreement, Partner represents and warrants to HDS that Partner:

(a) will only recommend to a Customer the "best solution" for the Customer's requirements in accordance with Partner's understanding, notwithstanding Partner's entitlement to a Referral Fee under this Exhibit B;

(b) will not breach of any known legal, fiduciary or contractual duty to a Customer or any other person, as a result of agreeing to be paid, or being paid a Referral Fee under this Exhibit B;

(c) has read and fully understands the Code of Conduct and all obligations under the US Foreign Corrupt Practices Act and will ensure that its Personnel, representatives and agents do the same; and

(d) has paid no fee nor provided any gift, whether directly or indirectly, to any public official in connection with the any Opportunity.

4.2 Partner Indemnity. Without limiting the operation of the indemnity provided by Partner to HDS under the Agreement, Partner agrees that its obligations to defend and indemnify HDS under the Agreement are hereby extended to cover all losses, damages, liabilities, judgments, settlements, costs and other expenses (including reasonable attorneys' fees) that HDS incurs as a result of any Claim made against HDS that is directly or indirectly related to: (i) Partner's breach of this Exhibit B; (ii) any failure by Partner to comply with applicable laws, rules and regulations in any way related to this Exhibit B; or (iii) Partner making any warranty, guaranty or representation with respect to an Opportunity that is outside the scope agreed to by HDS in the Registered Opportunity and Qualifying Sale Contract. References to Partner here will include Partner's personnel, affiliates, agents and representatives.

4.3 Defense. Partner will assume the defense, at Partner's sole expense, of any Claim or litigation for which Partner has an indemnity obligation under Section 4.2 of this Exhibit B. If Partner fails to do so promptly, HDS may assume the defense, and Partner will reimburse HDS for any and all reasonable expenses (including, but not limited to reasonable attorneys' fees) incurred in such defense, in addition to Partner's other obligations.

5. TERM AND TERMINATION.

5.1 Term. This Exhibit B will commence on the Effective Date of the Agreement and continue unless terminated under a right provided for in the Agreement. This Exhibit B will automatically terminate upon the termination or expiry of the Agreement.

5.2 Post-Termination. Without limiting the terms of Section 5 of the Agreement, upon the termination of this Exhibit B, the authorizations and rights provided to Partner will cease and Partner must return or destroy all HDS property in its possession or control at HDS' option and request. Provided that HDS has not terminated this Exhibit B for cause, and unless the Parties otherwise agree in writing, the Parties will continue to pursue any Registered Opportunities in effect at the date of termination.

5.3 Survival. Sections 1, 4, 5 and 6 shall survive the termination of the Agreement.

6. GENERAL.

6.1 Audit Rights. Partner must maintain accurate books and records regarding Partner's performance under this Exhibit B for a minimum of two (2) years after the expiry or termination of the Agreement. Partner will allow HDS or HDS' authorized representative to inspect and audit those books and records upon HDS' reasonable request.

6.2 Defined Terms

In addition to defined terms contained in the Agreement, the following defined terms will apply:

“Agreement”: means the Hitachi Alliance Partner Program Agreement, to which this is an Exhibit.

“Advisor Partner Program”: means the Hitachi Data Systems Partner Program, as set out in the Advisor Partner Program Manual.

“Advisor Partner Program Manual”: means the Advisor Partner Program document made available to Partner on the Partner Portal, or as otherwise as provided to Partner from time to time. This is deemed a “Program Manual”, as defined within the Agreement.

Customer: means an entity that purchases Products and/or Services directly from HDS, either for its own internal use or as a Hosted Services Provider to provide a Hosted Service to its End Users.

Customer Price: the fee payable by Customer to HDS for the Referred Supply under the Qualifying Sale Contract.

Disclosure Statement: a statement in the form approved by HDS, which informs the Customer that Partner will receive a Referral Fee if the Qualifying Sale is concluded.

End User: any person to whom a Hosted Services Provider supplies a Hosted Service. For the avoidance of doubt, the term End Users will apply in circumstances where the providing entity supplies the Hosted Services to employees and personnel within its own organization (“**Internal End Users**”) and to unaffiliated third parties who are outside of its organization (“**External End Users**”).

Foreign Corrupt Practices Certificate: a certificate in the form set out in Schedule B.

Government and Public Entity Sales Opportunity: any project or opportunity that is funded or controlled, directly or indirectly, by any national, regional or local governmental entity.

Hosted Services: any service that is supplied by a Hosted Services Provider to an End User, whereby the Hosted Services Provider: (i) assumes the responsibility for day-to-day operations and management of all or a portion of the End User’s data processing operations; (ii) performs data center management, systems integration or similar services for the End User; (iii) hosts and delivers, or otherwise provisions or provides access to the functionality of the Products to the End User, but does not Resell or sublicense any Product to that End User; or (iv) provides business process outsourcing services to the End User; all regardless of whether the Product is located at the site of the End User, the Hosted Services Provider or a third party.

Hosted Services Provider: a Customer that supplies a Hosted Service to its End Users.

Opportunity: an opportunity identified by Partner for the sale of Products and/or Services directly to a Customer.

Product: the Nominated Products under the Agreement.

Qualifying Opportunity: a Partner researched and documented Opportunity that is submitted by Partner and approved by HDS through the Referral Registration Process. The Qualifying Opportunity will, at a minimum, specify the elements set out in Schedule A to this Exhibit B.

Qualifying Sale: a Registered Opportunity that has been achieved and completed during the period of twelve (12) months (or such other time period as the Parties otherwise agree to and set out in the Registered Opportunity) from the earlier of: (i) the date when the Qualifying Opportunity is converted to a Registered Opportunity; and (ii) the date that HDS has received payment for the Referred Supply under the Qualifying Sale.

Qualifying Sale Contract: a completed and executed contract between HDS and Customer for the Referred Supply. For the avoidance of doubt, a contract may comprise a Statement of Work and/or purchase order made pursuant to a master agreement between the relevant parties.

Referral Fee: the fee payable by HDS to Partner for a completed Qualifying Sale. The Referral Fee will be based on the terms set forth in Schedule B of this Exhibit B and will be set out in the relevant Registered Opportunity or, if applicable, the corresponding Statement of Work.

Referred Supply: the scope of Products and/or Services set out in the Registered Opportunity.

Referral Registration Process: the collective processes under the Advisor Partner Program, as notified by HDS to Partner from time to time, under which: (i) Partner submits a Customer Opportunity to HDS; (ii) HDS rejects it or approves it as a Qualified Opportunity; (iii) the Parties convert a Qualified Opportunity to a Registered Opportunity; and (iv) the Parties convert the Registered Opportunity to a Qualifying Sale.

Registered Opportunity: a Qualifying Opportunity submitted by Partner through the Referral Registration Process, and agreed to by the Parties.

Services: the installation, maintenance and professional services that are provided with respect to the Products under the Qualifying Sale.

6.3 Priority of Documents

In the event of a conflict of terms amongst the documents applicable to this Exhibit B, they will prevail in the following order of priority: (i) the terms and conditions of this Exhibit B (ii) the terms of a Registered Opportunity (iii) the terms of the Agreement and (iii) the terms of the Advisor Partner Program Manual.

SCHEDULE A TO EXHIBIT B

REFERRAL REGISTRATION PROCESS

Partner is required to submit a Customer Opportunity through a TrueNorth™ Advisor Registration Form. At minimum, the Partner must complete all information requested in the following sections and areas of the form:

- Partner Contact
- Prospect Being Registered
- Prospect Organization Type, Industry, Geographical Presence and Brief Description
- Prospect's Top Three Needs and Overview
- Detailed Needs Analysis & Opportunity Profile
- Solution Requirements
- Key Decision Makers and Influencers contact information
- Does the opportunity depend on Services that Partner must provide?
- Opportunity Description, Background and Details.

HDS will advise Partner in writing via email of rejection or acceptance of the Customer Opportunity. Only in the case of acceptance will the Parties proceed with the Qualifying Opportunity.

If HDS accepts the Customer Opportunity, the approved Referral Fee payable to Partner will be set out in the email that HDS sends to Partner to confirm the Qualifying Opportunity.

Partner agrees to confirm acceptance in writing via email to HDS prior to commencing a Qualifying Opportunity.

SCHEDULE B TO EXHIBIT B
REFERRAL FEE ARRANGEMENTS

1. Introduction

This sets out the general principles for the determination of the Referral Fee that is payable for a completed Qualifying Sale.

2. Setting of the Fee

The Referral Fee is expressed as a percentage of the fees referred to in paragraph 3 below for any completed Qualifying Sale. The percentage will vary from one Qualifying Sale to the next, depending on the level of Partner contribution and effort to the Qualifying Sale. The percentage will be determined by HDS and set out in the relevant Registered Opportunity.

The percentages are based on, the following broad levels of effort/contribution:

• **Level 1**

Opportunity Referral: Up to 3 %

- **Locates and researches business leads.**
- **Documents preliminary needs assessment.**
- **Identifies Key Decision-makers, needs and Pain Points.**
- **Gathers basic account intelligence.**
- **May provide introduction to HDS representatives.**

• **Level 2**

Opportunity Development: Up to 5 %

- **Delivers Level 1 Referral services, plus:**
- **Provides collaborative engagement assistance to HDS.**
- **May design preliminary customer solution.**
- **May help coordinate customer proposal strategy.**
- **May participate in the capture of the Order.**

• **Level 3**

Sales Co-Development: Up to 9 %

- **Delivers services described in Level 1 and Level 2, plus:**
- **May provide advanced, in-depth needs assessment.**
- **May provide joint-engagement assistance to HDS selling entity.**
- **May add unique solution and/or services.**

Approved Level 3 opportunities may require a supplementary Statement of Work on a case by case basis.

3. Calculation of Referral Fee

(a) Unless the Parties agree otherwise, the Referral Fee will be based on the following prices, exclusive of the items referred to in in paragraph (b) below, and provided that the prices are in the initial purchase order issued by the Customer to HDS.

- (i) The Referral Fee that HDS will pay to Partner will be based on the Customer Price under the Qualifying Sale Contract for the Referred Supply.

(ii) For the avoidance of doubt, no Referral Fee is payable on any contract extensions, amendments or upgrades of the initial sale (unless the Parties otherwise agree to this in writing).

(b) The pricing used to calculate the Referral Fee is exclusive of: (i) transportation and shipping charges (including servicing, packing, handling, insurance, customs clearance and forwarding) associated with the Referred Supply; (ii) any and all services outside of those stated in the Registered Opportunity to be included in the Referred Supply; (iii) trade, cash or other discount; (iv) credits or allowances; and (v) VAT, GST, NST or other duties, fees or charges imposed or payable on the Referred Supply in accordance with applicable law.

SCHEDULE C TO EXHIBIT B: FOREIGN CORRUPT PRACTICES COMPLIANCE CERTIFICATE

I, _____ Director/Authorized Representative of Partner hereby certify that I am familiar with the requirements of the Foreign Corrupt Practices Act of the United States ("FCPA"), that I have no knowledge of any improper payments made to, or received by, any officer, director, owner, or employee of _____

(Government or Public Entity).

Executed this ____ day of _____ 20_, at _____.

_____ (Signature)

_____ (Printed Name)