

**HOSTED SERVICES ADDENDUM**

If You have a Direct Purchase Agreement or other form of supply agreement in place with HDS or a HDS Partner, this Hosted Services Addendum (“Hosted Services Addendum”) supplements, and must be read with, any additional terms and conditions relating to the Software in such agreement (“Software Terms”) and the HDS Acceptable Use Policy. The Hosted Services Addendum governs Your licensed rights in, and authorized use of the Software, for the purposes of You providing the Hosted Services to End Users. This Hosted Services Addendum, the Acceptable Use Policy and the Software Terms together are referred to as the “Agreement”, with respect to Your license and use of the Software, as contemplated hereunder. For the avoidance of doubt, the terms of the Agreement will apply, irrespective of whether You purchased the licenses in the Software directly from HDS or from an authorized HDS Partner.

Unless HDS and You expressly agree otherwise, capitalized terms in this Hosted Services Addendum have the same meaning as defined in the Agreement. If there is any inconsistency between this Hosted Services Addendum and any other part of the Agreement, this Hosted Services Addendum will be the controlling document to the full extent of the inconsistency.

**1. HOSTED SERVICES PERMITTED**

(a) This Hosted Services Addendum will take effect on the date that HDS and You agree in writing to be the effective date or, if no such date is agreed, on the date that You receive the Software.

(b) Notwithstanding any other term in the Agreement and subject to Your compliance with the Agreement, HDS grants to You the non-exclusive, non-transferable right, solely to the extent necessary to exercise the rights granted in the Agreement: (i) to Use the Software at the Location to offer or provide Hosted Services to End Users; and (ii) to authorize End Users to install, upload, or uninstall the Application(s) intended for this purpose on their systems, for the sole purpose of receiving the Hosted Services that You deliver through the operation of the Software at the Location. HDS may allow a reasonable period after termination of your license rights in the Software to assist You to migrate Content out of the Hosted Services, subject to such terms as HDS may reasonably require at the time.

**2. YOUR RESPONSIBILITIES**

(a) You are responsible for the development, configuration, operation, maintenance, performance, confidentiality, security and use of all Content in connection with the Hosted Services, as well as the ongoing availability of the Hosted Services. HDS has no responsibility or liability to You or any End User in that regard. You must ensure that such Content is fully compliant with all applicable policies, contractual terms and laws; including, but not limited to implementing commercially reasonable measures and enforceable policies within the Hosted Services and Your network that use the Software to prevent (i) security breaches, (ii) internet breaches (e.g., unauthorized access, security or privacy breaches), (iii) offensive Content, and (iv) violation of intellectual property laws.

(b) You are responsible for End Users’ use of Content and the Applications. You will ensure that your contracts with End Users are consistent with the terms of the Agreement and that all End Users comply with such contracts. You are fully responsible for (i) any unauthorized use of the Software or breach of the above obligations by You and/or any of Your End Users and (ii) purchasing a sufficient quantity of Software licenses to cover Your provision of Hosted Services to Your End Users. If You become aware or reasonably suspect of any violation of your obligations under the Agreement (including this Hosted Services Addendum), due to the act or omission of any of Your Personnel or third party (including an End User), You will immediately (x) notify HDS, (y) terminate such End User’s access to the Content and the Hosted Services and (z) if applicable, pay HDS any fees owed to HDS.

(c) You are responsible for properly configuring and using the Software to suit Your operations and requirements, as well as the Content and Your or End Users’ service-related requirements, and HDS has no responsibility or liability to You or any End User in that regard.

(d) YOU MUST TAKE ALL NECESSARY STEPS TO MAINTAIN APPROPRIATE SECURITY, PROTECTION AND BACK-UP MEASURES WITH RESPECT TO THE CONTENT AND THE HOSTED SERVICES, WHICH MAY INCLUDE THE USE OF ENCRYPTION TECHNOLOGY TO PROTECT THE CONTENT FROM UNAUTHORIZED ACCESS AND THE IMPLEMENTATION OF ROUTINE BACK-UP AND ARCHIVING PROCESSES.

(e) You are responsible for providing any support or services (if any) to End Users with respect to the Hosted Services and HDS has no responsibility or liability to You or any End User in that regard. Without limiting the previous sentence, HDS does not provide any support or services with respect to the Software to You or to any End User unless HDS has a separate agreement with You or an End User, under which HDS is required to provide such support or services.

(f) You will not permit the End User to access the Software, except to the extent that is necessary for the End User to receive the Hosted Service from You or to the extent reasonably required for Your own internal administrative purposes. You must co-operate with HDS’ investigation of security problems relating to the use of the Software and Hosted Services and any breach of this Agreement by You and/or any End User.

(g) You must not move the Software from the Location without HDS’ prior written consent.

**3. PROPRIETARY RIGHTS**

(a) As between You and HDS: (i) HDS and its licensors own all right, title and interest, including all intellectual property rights, in the Software and the Hosted Service and You obtain no rights in such items, other than as expressly provided for in the Agreement, and (ii) You and Your licensors own all right, title and interest, including all intellectual property rights in the Content. However, You consent to the access or use by HDS (including its licensors) of such Content to provide any services that HDS has agreed to provide you and/or any End Users or to comply with any request of a governmental regulatory body (including subpoenas and court orders).

(b) You represent and warrant to HDS that: (i) You or Your licensors own all right, title, and interest in the Content; (ii) you have obtained all rights in such Content necessary to grant the rights to End Users contemplated by this Agreement; and (iii) no Content, or Your and/or End Users’ use of the Content, Hosted Service or the Software will violate the Agreement, including the Acceptable Use Policy.

**4. ADDITIONAL INDEMNITY**

(a) You will defend, indemnify, and hold harmless HDS and its affiliates and licensors, and each of their respective employees, officers, directors, and representatives (“**Indemnified Parties**”) from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to the following (“**Claim**”): (i) Your or any End Users’ operation and/or use of the Hosted Services or Software; (ii) any breach of the Agreement or violation of applicable law by You or any End User in connection with the Hosted Services or Software; (iii) Your or End Users’ Content or the combination of such Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by such Content or by the use, development, design, production, advertising or marketing of such Content; or (iv) a dispute between You and any

End User. If any Indemnified Party is obligated to respond to a third party subpoena or other compulsory legal order or process described above, You will also reimburse the Indemnified Party for reasonable legal fees, as well as an amount for time and materials spent responding to the third party subpoena or other compulsory legal order or process at the then-current hourly rates applicable to the Indemnified Party.

(b) You will be responsible to defend or settle the Claim, but must not settle the Claim without HDS' prior written consent. HDS reserves the right to assume control of the defense and settlement of the Claim at any time.

(c) HDS' obligations to You with respect to the Use of the Software are as expressly stated in the Agreement.

## 5. **DEFINED TERMS**

**Acceptable Use Policy:** HDS' online, which is available at <https://www.hds.com/en-us/about-hds/legal.acceptable.html>

**Application(s):** desktop client and mobile applications.

**Content:** content of any kind that You and/or your End Users access or use through the operation and/or supply of the Hosted Services, with such content including software (including machine images), data, text, audio, video, images or other content.

**End Users:** any persons to whom You offer or provide the Hosted Services. For the avoidance of doubt, the term End Users will apply in circumstances where you provide the Hosted Services to employees and personnel within Your own organization ("**Internal End Users**") and to unaffiliated third parties who are outside of your organization ("**External End Users**").

**HDS:** Hitachi Data Systems Corporation or, where applicable, its affiliate company who supplies the Software to You.

**Hosted Services:** means the technology service that You offer or provide through the operation of the Software at the Location, which You provide to Your End Users through a network connection.

**Location:** the location of the physical servers or systems either at the site of Your business, a third party or the End User, as notified to HDS prior to the delivery of the Software.

**Software:** the Hitachi Content Platform, Hitachi Content Platform Anywhere and Hitachi Data Ingestor software and all Updates made from time to time.

**Software Terms:** the terms and conditions relating to the licensing and support of Software in any existing agreement between You and HDS, including without limitation, the terms applicable to software licensing and support in a Direct Purchase Agreement or other form of supply agreement that You have in place with HDS or HDS Partner.

**Updates:** Subsequent releases and error corrections and/or minor functional enhancements for Software previously licensed by HDS.

**Use:** Use of Software consistent with its documentation.

**You:** the entity with whom HDS has entered into the Agreement, and to whom HDS supplies the Software on the terms of the Agreement.