

## HOSTED SERVICES ADDENDUM TO HITACHI VANTARA SOFTWARE LICENSE TERMS

If You have a Direct Purchase Agreement or other form of supply agreement in place with Hitachi Vantara LLC or its Affiliate (“Hitachi”) or a Hitachi Partner (“Agreement”), this Hosted Services Addendum (“Addendum”) supplements, and must be read with, the terms and conditions relating to the licensing of Software in such Agreement (“License Terms”) and is subject to Hitachi’s Acceptable Use Policy. This Addendum governs Your licensed rights in, and authorized use of the Software to provide Hosted Services to End Users. THIS ADDENDUM APPLIES SOLELY TO THE SOFTWARE EXPRESSLY DEFINED IN SECTION 5 BELOW. This Addendum will apply, irrespective of whether You purchased the Software licenses from Hitachi or a Hitachi Partner. References to “License Terms” includes the terms of this Addendum.

### 1. HOSTED SERVICES PERMITTED

- (a) This Addendum will take effect on the date that the Parties agree in writing to be the effective date or, if no such date is agreed, on the date that You receive the Software from Hitachi.
- (b) Where You have been authorized by Hitachi under Your Entitlement to provide Hosted Services, Hitachi grants to You the non-exclusive, non-transferable right: (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.

### 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. Hitachi 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, regulations and laws; including, but not limited to the implementation of commercially reasonable measures and enforceable security and use policies with respect to the Hosted Services and those parts of Your network that use the Software, in order to prevent (i) security breaches, (ii) internet breaches (e.g., unauthorized access, security or privacy breaches), (iii) uploading and/or use of 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 service agreements with End Users are consistent with the License Terms. 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; (ii) purchasing a sufficient quantity of Software licenses to cover Your provision of Hosted Services to Your End Users; and (iii) making no representations or warranties (express or implied) or providing indemnities on behalf of Hitachi to End Users in connection with the Software.
- (c) If You become aware or reasonably suspect of any violation of your obligations under the License Terms due to the act or omission of any of Your Personnel, and End User or other third party (including an End User), You will immediately: (i) notify Hitachi, (ii) terminate such End User’s access to the Content and the Hosted Services; and (iii) if applicable, pay all outstanding fees owed to Hitachi or the Hitachi Partner (as the case may be).
- (d) You are responsible for properly configuring and using the Software to suit Your operations and requirements, as well as the Content and the service-related requirements of Your or Your End Users, and Hitachi has no responsibility or liability to You or any End User in that regard.
- (e) WITHOUT LIMITING YOUR OBLIGATIONS ELSEWHERE UNDER APPLICABLE CONTRACT OR LAW, 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.
- (f) You are responsible for providing any support or services (if any) to End Users with respect to the Hosted Services and Hitachi has no responsibility or liability to You or any End User in that regard. Without limiting the previous sentence, Hitachi does not provide any support or services with respect to the Software to You or to any End User unless Hitachi has a separate agreement with You or an End User, under which Hitachi is required to provide such support or services.
- (g) You will not permit any 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 Hitachi’s investigation of security problems relating to the use of the Software and Hosted Services and any breach of this Addendum by You and/or any End User.
- (h) You must not move the Software from the Location without Hitachi’s prior written consent.

### 3. PROPRIETARY RIGHTS

- (a) As between You and Hitachi: (i) Hitachi or its licensors own all right, title and interest, including all IP Rights, in the Software and the Hosted Service and You obtain no rights in such items, other than as expressly provided for in the License Terms, and (ii) You or Your licensors own all right, title and interest, including all copyright in the Content. However, You consent to the access or use by Hitachi (including its licensors) of such Content to provide any services that Hitachi 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 Hitachi 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 herein; and (iii) no Content, or Your and/or End Users’ use of the Content, Hosted Service or the Software will violate the License Terms, the Acceptable Use Policy or third party IP Rights.

### 4. INDEMNITY

- (a) You will defend, indemnify, and hold harmless Hitachi and its Affiliates and licensors, and each of their respective Personnel (“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 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 Hitachi’s prior written consent. Hitachi reserves the right to assume control of the defense and settlement of the Claim at any time.

(c) Hitachi's obligations to You with respect to the Use of the Software are as expressly stated in the License Terms.

**5. DEFINED TERMS**

The following defined terms apply in addition to the defined terms set out in the License Terms (which also apply to this Addendum):

**Acceptable Use Policy:** the policy that is available at <https://www.hitachivantara.com/en-us/company/legal.html>, as amended or updated from time to time.

**Application(s):** desktop client and mobile applications accessed via the Hosted Services.

**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. The term "End Users" will apply in circumstances where the providing entity supplies the Hosted Services to Personnel within its own organization and to unaffiliated third parties who are outside of its organization.

**Hosted Services:** the technology services (including Content and Applications) that You offer or provide to End Users, using the Software at the Location 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 Hitachi prior to the delivery of the Software.

**Personnel:** an entity's employees, subcontractors, workforce members, agents and authorized representatives.

**Software:** the Hitachi Content Platform portfolio, which includes, but is not limited to, Hitachi Content Platform, Hitachi Content Platform Anywhere, Hitachi Content Intelligence, and Hitachi Content Platform's Edge solutions and any further Hitachi software that Hitachi notifies to You in writing. This Software definition only applies to this Addendum.