

HITACHI

DATA SYSTEMS

DIRECT PURCHASING AGREEMENT

Agreement No.: CITYDULUTH092015

Effective Date: January 1, 2015

This Direct Purchasing Agreement ("DPA") governs Your purchase of Products and/or Services from Us. The online terms and conditions located at <http://www.hds.com/corporate/legal/index.html> ("Online Terms") contain information about Our warranty and maintenance terms and software license terms are attached as Exhibit B and Exhibit C respectively and form part of this DPA. Exhibits B and C are incorporated herein by reference. Notwithstanding the foregoing, any maintenance and support of Avrio Products and Services (as defined in this DPA) will be governed by the IP-Surveillance Support Agreement deemed effective January 1, 2015 ("Agreement") attached as Exhibit A and incorporated herein by reference.

TERMS AND CONDITIONS:

1. ORDERING DELIVERY AND INSTALLATION

1.1 Ordering Process

When You send Us an Order, We may accept it by sending You an Order Confirmation, shipping the Product or starting the Services. Each Order, the Order Confirmation (if any) and this DPA form a separate agreement between Us. For an Order to be valid, it must refer to this DPA. Terms and conditions in or on the back of Your Order or any other documents that You give to Us will not form part of our agreement. Any changes to Your Order are subject to acceptance and payment of an additional processing fee. You may not cancel any Order after shipment of the Order.

1.2 Product Delivery

We will do everything reasonably possible to meet Our estimated delivery dates. You agree that where necessary We will make partial deliveries and send You a partial invoice. Delivery will be FCA (as defined in Incoterms 2000) Our Product distribution center. Title to the Equipment and risk of loss or damage to the Products passes to You upon such delivery. We will arrange shipping on Your behalf, and invoice You accordingly, unless You instruct Us in writing not to do so. We always retain ownership to any Software.

1.3 Product Installation

Unless agreed otherwise, the Products will be installed by HDS or Our authorized service provider. You will prepare the installation environment at Your cost according to Our needs.

2. WARRANTIES

2.1 Product Warranty

Subject to section 9.1 and as otherwise identified in the Online Terms, We warrant to You that, during the Warranty Period, Products will function in accordance with the Published Specifications. To make a valid warranty claim, You must submit a claim to Us under the procedures set out in the Online Terms.

2.2 Service Warranty

We warrant to You that we will provide the Services in a workmanlike manner in accordance with generally accepted industry standards.

3.0 SERVICES

3.1 Maintenance and Support Services

After the end of the Warranty Period, You will receive Maintenance and Support Services during the Initial Service Period only if You have purchased and paid for them in full. The provision of any Warranty and Maintenance and Support Services are subject to Our standard warranty and maintenance conditions and exclusions set out in the Online Terms.

Maintenance and Support Services for successive Renewal Service Periods may be renewed upon at least a 30 day written notice before the then current Renewal Service Period expires.

3.2 Professional Services

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CUSTOMER ("You"):

Name: City of Duluth

Address: 411 W. 1st Street Room 107, Duluth, MN 55802

Manager of Information Technology

HDS ("We" or "Us"):

Address: 2845 LaFayette St, Santa Clara, CA 95050

Contact Person (for Notices): VP & General Counsel-Americas

We will provide You with Professional Services under a separate Statement of Work that incorporates the terms of the DPA. The Statement of Work sets out any other terms that relate to the Professional Services.

3.3 Co-operation

To assist Us to provide You Services, You must provide prompt access to Your premises, computer equipment (including remote access), adequate working space, facilities, personnel, information or materials that we may reasonably require.

4. FINANCIAL TERMS

4.1 Fees and Payment

We will invoice You upon shipment for any Products and as set forth in the applicable Order or SOW for any Services. You will pay the fees and charges for the supply of Products and Services set out in Our invoice within 30 days from the invoice date. We may charge interest or suspend delivery of Services if payments are overdue. You must also pay for any Taxes arising from the transaction under this DPA whether or not these taxes are included in Our invoices.

4.2 Maintenance and Support Renewals

The monthly fees for Maintenance and Support Services will be payable from the date set out in Our invoice. Our quotation of renewal fees does not obligate You to renew Maintenance and Support Services.

5. INTELLECTUAL PROPERTY

5.1 Ownership and Licenses

We and Our licensors own all copyright, trademarks, designs, patents, circuit layout rights, know-how, trade secrets, trade, business or company names, domain names and related registration rights and all other intellectual property rights in all items and materials that We provide to You or otherwise create pursuant to this DPA, and their modifications ("Hitachi IP"). You only get license rights in Software, Work Product and any other Hitachi IP as expressly stated in this DPA, and the Online Terms. You must not do anything to jeopardize Our or Our licensors' rights in the Hitachi IP including to (i) copy, modify, reverse engineer (except to the extent such restrictions are prohibited by applicable law), transfer or sublicense any Hitachi IP (except as allowed by Your license or as We agree in writing); (ii) register or attempt to register any competing intellectual property rights to the Hitachi IP; (iii) delete or tamper with any proprietary notices on or in the Hitachi IP; (iv) take or use any action that diminishes the value of any trademarks included in the Hitachi IP, or (v) use the Products in violation of applicable law.

5.2 Software License Grant

Subject to the terms of this DPA and the applicable licensing provisions contained in the Online Terms, we grant You a personal, non-exclusive, non-transferable (except in connection with the transfer of Equipment as permitted by this DPA) license to use the Software to operate the Equipment in accordance with its Published Specifications solely for Your internal business purposes.

5.3 Intellectual Property Claims

Subject to section 5.1 and the exceptions in this section, if a third party makes a claim against You that any Product or Services infringes that party's patent rights or copyright ("IP Claim"), We provide You with the following recourse (which, to the extent permitted by applicable law, comprises Your sole and exclusive remedy against Us for IP Claims):

- (a) We will defend or settle the IP Claim at Our option and cost, and pay to You the amount of damages, losses and costs finally awarded (or settled with Our written consent), provided that You (i) promptly notify Us of the IP Claim (ii) allow Us to solely manage the defense and settlement of the IP Claim; (iii) co-operate with and assist Us as we require (we will pay Your costs of doing so); and (iv) are not in breach of this DPA or the Online terms.
- (b) We will, at Our option and cost, do any of the following in relation to a Product which is or We consider is likely to be the subject of an IP Claim: (i) secure the rights for You to continue to use the Product without infringement or (ii) modify the Product so that it is not infringing or replace it with something that has similar functionality to the Product. If neither option is reasonably possible, We will provide You with a refund, provided that You promptly return the Product to Us.

The above remedies will not apply to any (x) Third Party Products (including without limitation any Third Party Related OSS as defined in the Online Terms) or (y) otherwise to any Product that You have, or any person on Your behalf has: (i) modified or combined with any third party product not authorized or approved by Us (ii) used outside Our stated standard operating environment for the Product or for a purpose not authorized by Us (iii) failed to use a more recent version of the Product that was available to You and would have avoided the infringement or where the IP Claim arises due to any material or item that You own or have sourced from a third party Yourself.

6. CONFIDENTIAL INFORMATION

Each of the parties must keep any Confidential Information that we give to each other confidential by using the same degree of care that You would use to protect Your own Confidential Information. We won't disclose Your Confidential Information to anyone else, unless You allow Us to, and You must do the same with Our Confidential Information. We can, however, disclose it to Our employees and contractors who need to know the information in order to perform obligations under this DPA.

7. LIMITATIONS OF LIABILITY

7.1 Uncapped Liability

Each party acknowledges the full extent of its own liability to the other arising from: death or personal injury resulting from negligent acts or omissions; claims for non-payment; the non-excludable statutory rights of consumers (for example, under laws providing for strict product liability); breaches of any Software license; breach of any obligation of confidence; and any infringement of Hitachi IP.

7.2 Cap on Liability

Except for 7.1 above, Our indemnity obligations in Section 5.3 above, and to the extent not prohibited by applicable law:

(a) each party's maximum aggregate liability for all claims, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to the amount paid for the Product(s), Third Party Product(s), Third Party Software or Service(s) which is the subject matter of the claim up to a maximum of two million US dollars (\$2,000,000) per agreement; and

(b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of the Online Terms or this DPA (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages. Liability for damages will be limited and excluded, even if an exclusive remedy provided for in this Agreement fails of its essential purpose.

8. TERM AND TERMINATION

The DPA will start on the Effective Date and continue until it is terminated by either of us by written notice to the other, if the other (i) breaches the confidentiality, intellectual property or export compliance sections of the DPA; (ii) commits a material breach of any other terms and does not remedy that breach within 30 days of written notice to do so (iii) becomes or threatens to become Insolvent. If the DPA is terminated, Your rights, licenses and

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privileges under it will terminate and You must comply with Our requests to either remove and destroy all Hitachi IP in Your possession or control or return such material and items to Us. Furthermore, You will not be relieved from Your payment obligations and any money due to Us will become immediately payable. Neither of us deemed to have waived any existing rights.

9. GENERAL

9.1 Third Party Products

Except as expressly stated otherwise in this DPA, the Online Terms or a SOW: (i) We provide Third Party Products to You without warranties or maintenance of any kind and (ii) licenses, warranties and support for Third Party Products will be given by the relevant suppliers in their license agreements that We pass to You.

9.2 Export Compliance

You acknowledge that in various countries, laws and regulations governing the export of computer products and technology may prohibit use, sale or re-export of such products or technology if You know or have reason to know that such products and technology are for use in connection with the design, development, production, stock piling or use of nuclear, chemical or biological weapons or missiles, and in some countries (e.g., China) for certain conventional military end-uses. If You sell or transfer to another person or entity title in or right to use any part of products or other materials supplied by Us, You will ensure that all applicable export restrictions of the nature described in this section are observed.

9.3 Dispute Resolution

In the event of a dispute, We will use reasonable efforts to get an appropriate person from our respective management teams to meet and attempt to resolve the dispute in good faith. If they are unable to resolve the dispute within 30 days, either party may resort to alternate dispute resolution such as arbitration or otherwise seek recourse from the courts. Either party may seek injunctive or other urgent equitable relief at any time.

9.4 Miscellaneous

Unless it is agreed in writing that the laws of another jurisdiction will apply, the laws of the jurisdiction of Minnesota USA, without regard to its conflict of law principles, will apply to the DPA. (a) To the extent allowed in the applicable jurisdiction, the United Nations Convention on Contracts for the International sale of goods and its implementing legislation will not apply to this DPA.

(b) Neither party will be responsible for any failure to meet any obligations (except payment obligations) due to matters beyond its reasonable control provided reasonable efforts have been made to perform them.

(c) You must not assign, or otherwise transfer any of Your rights under this DPA without Our prior written agreement.

(d) We may use subcontractors to perform any of Our obligations, but We will remain responsible for their performance.

(e) Notices made under the DPA must be in writing to the appropriate representative of the recipient, as identified in the DPA or otherwise to a senior executive. Notices will be deemed given: where they are hand delivered, when a duly authorized employee or representative of the recipient gives written acknowledgement of receipt; for email communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch and for fax, on receipted transmission of the fax.

(f) Both parties are independent contractors and there is no actual or deemed partnership, franchise, joint venture, agency, employment or other fiduciary relationship between us.

(g) Rights and obligations under the DPA, which by their nature should survive the termination or expiration, will remain in effect after termination.

(h) You grant to Us the limited right to use Your name in promotional materials, including press releases, presentations and customer references regarding the sale of Products and Services. These permissions are free of charge and for worldwide use in any medium. The foregoing notwithstanding, We will obtain Your prior written approval for publicity that contains claims, quotes, endorsements or attributions by You.

(i) If either party fails to promptly exercise any contractual right, this does not of itself mean that the right has been waived. For a waiver of a right to be valid, it must be written and it will not give rise to an ongoing

waiver or any expectation that the right will not be enforced, unless it is expressly stated to do so.

(j) Except for the Online Terms, this DPA may not be modified except in writing signed by an authorized representative of each party. Any changes to the Online Terms will not apply retrospectively to Orders for Products or Services made prior to the date of the change.

(k) The DPA (including all Orders and Order Confirmations) is the entire agreement relating to its subject matter. All other written communications, understandings, proposals, representations and warranties are by agreement, excluded and are of no force or effect (to the extent permitted at law).

(l) If there is a conflict among the elements the DPA, the following order of precedence will apply (in descending order): (i) this DPA; (ii) the Online Terms an Order Confirmation; and an Order.

(m) This DPA and any Attachments may be signed in counterparts, which together will form the entire agreement, and each of which may be transmitted electronically, to be effective on the other party's receipt of the signed copy.

10. DEFINITIONS AND INTERPRETATION

Attachment: any of the signed documents attached to this DPA that supplements or amends it.

Avrio Products and Services: digital video surveillance solutions and related maintenance and support services covered by the Agreement, between Avrio Group Surveillance Solutions LLC and the Customer.

Confidential Information: information that, at the time of disclosure, is clearly marked as confidential or in the circumstances would be considered to be confidential.

Equipment: hardware and spare parts.

Initial Service Period: the non-cancellable Service Period commencing immediately upon expiration of the Warranty Period.
Insolvent: 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.

Maintenance and Support Services: the equipment maintenance and software support services described in more detail in the Online Terms;

Order: a written or electronic order for the purchase of Products and/or Services from Us, or a document detailing the Product, Product description and price which is submitted in accordance with Our then-current ordering requirements.

Order Confirmation: a written or electronic acknowledgement or invoice issued by Us in response to an Order.

Product(s): any Equipment or Software listed in Our standard product price lists published from time to time.

Professional Services: software enablement, data migration and other services.

Published Specifications: are the specifications for Products listed valid at the time of acceptance of the Order.

Renewal Service Period: the renewable Service Period commencing at the end of the Initial Service Period.

Services: Billable Services, Maintenance and Support Services, Professional Services and any other services listed in Our published offerings from time to time.

Service Period: term during which Maintenance and Support Services are provided. The term of a particular Service Period and the applicable charges shall be as specified in an Order or Attachment. **Software:** the object code format of (i) programming firmware embedded in the Equipment to enable it to perform its basic functions (**Operating Software**) and (ii) software programs supplied by Us (**Programs**) and (iii) and any Updates, related documentation and specifications.

Statement of Work or SOW: is a document which fully describes the Professional Services being provided by Us and sets out the services being provided, the price, estimated delivery dates, acceptance procedures and roles and responsibilities of the parties.

Tax: a tax, duty, fee or impost (including withholding tax and VAT).

Third Party Products: any Equipment or Software supplied to HDS by any party other than Hitachi Ltd. for direct or indirect distribution to end users.

Third Party Software: any software contained in or comprising Third Party Products. For clarification purposes, if any Third Party Software not sublicensed through the Online Terms contains Third Party Related OSS (as defined in the Online Terms), You must refer back to that applicable license for those terms.

Use: to use Software in live production for processing data either in operation of Products or in use of Programs.

Warranty Period: means the period listed in the Online Terms for a particular Product.

Work Product: works of authorship, program listings, tools, documentation, reports, drawings and similar works created by Us or on behalf of Us pursuant to the supply of Services.

EXECUTED AS AN AGREEMENT:

IN WITNESS WHEREOF, the parties have executed this Agreement by its authorized officers as of the Effective Date.

HITACHI DATA SYSTEMS CORPORATION	CITY OF DULUTH ("CUSTOMER")
By	By
Name	Name
Title	Title
Company	Company
Date	Date

Exhibit A

THIS AGREEMENT is deemed effective January 1, 2015 by and between Hitachi Data Systems (HDS), with its principal place of business at 2845 Lafayette Street, Santa Clara, CA 95050, and City of Duluth (CUSTOMER) with its principal place of operation being 411 W. 1ST Street Room 107, Duluth, MN 55802.

A. TERM:

- a) The term ("Maintenance Term") of this Agreement is from January 1, 2015 through the end of the day on December 31, 2015. Hitachi Data Systems will supply the services described in Section 2 below ("Services") to the CUSTOMER with respect to the products described in Section 4 below ("Products") and referenced in Schedule A.
- b) CUSTOMER is responsible for requesting any Maintenance Term extension. In the event that CUSTOMER does not request and pay for a Maintenance Term extension, HDS makes no guarantee that Services will be supplied.

B. INCLUDED SERVICES:

HDS shall perform the following services for CUSTOMER:

- a) Unlimited number of incidents including 4 hour response during normal business hours (M-F, 8AM – 6PM MT)
- b) Ability to use telephone, e-mail, chat and screen sharing technology for all support incidents including end- user support:
 - o Phone: 1-877-899-9334
 - o E-Mail videosupport@hds.com
- c) Free shipment and installation of all patches and maintenance releases.
- d) Documentation of all system changes and storage of system configuration files.
- e) Quarterly audits and up to 4 hours of training that can be used in any combination for any number of users.
- f) Annual Camera Cleaning.

- g) HDS will not charge for support for up to 30 days after project signoff.
- h) This Agreement covers labor associated with maintenance and replacement of parts. It does not cover the hardware cost associated with replacing damaged parts as a result of Acts of God.
- i) Pursuant to the terms of this Agreement, any service and labor charges not covered under the terms of this Agreement shall be charged by Hitachi Data Systems at the following rates: Mon-Fri \$150.00/hr; Sat, Sun & Holidays \$250/hr. Hours billed after normal working hours (9am-5pm CST) will be billed at 1.5 times the hourly rate. Travel expenses are additional and charged as 1 way travel time at normal hourly rates.

C. HITACHI DATA SYSTEMS (HDS) RESPONSIBILITIES:

- a) HDS will use commercially reasonable efforts to assist the CUSTOMER to resolve problems in its use of the IP Surveillance solution as described in this Agreement. HDS makes no guarantee that it can, or will, solve any problems with respect to the solution presented by the CUSTOMER, and further disclaims any warranties above and beyond any limited warranties expressly made by HDS in the statement of work terms and conditions.
- b) HDS will provide access on its web site and/or FTP site to all Maintenance Updates for software and firmware that is part of the solution to the CUSTOMER as soon as practical in the ordinary course of business after commercial release of the same.
- c) HDS will provide CUSTOMER with Maintenance Updates, which, in HDS' sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of Product(s).
- d) HDS will offer Services for the then current release of Product(s). HDS will also offer Services for the release of Product(s) immediately preceding the then-current release for not less than twelve (12) months from the date of such release.

D. CUSTOMER RESPONSIBILITIES:

- a) CUSTOMER is responsible for (i) Head-end equipment (excluding replacement drives), (ii) operating systems, (iii) network setup, (iv) network maintenance and (v) setup and use of any file access control systems.
- b) CUSTOMER is responsible for providing secure remote broadband access to all servers that require support upon HDS's written request. Administrative rights and login will be provided to HDS allowing for support and monitoring of the CUSTOMER installation.
- c) CUSTOMER is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the IP-Surveillance software.
- d) CUSTOMER shall provide its personnel access to, and require its personnel to review, the IP-Surveillance software user guide before calls are made to HDS Telephone Support.
- e) After expiration, Customer may resume the Services by payment of the then current annual Maintenance and Support Fee;
- f) CUSTOMER shall immediately notify HDS of any Equipment malfunction requiring the services hereunder;
- g) CUSTOMER shall only use attachments and supplies which are compatible and suitable for use with the Equipment;
- h) CUSTOMER shall allow full access to the Equipment in order to allow HDS to provide service, and
- i) CUSTOMER have a company representative present while the Equipment is being serviced if required by CUSTOMER or upon Service Technician request.

E. PRODUCTS COVERED IN AGREEMENT:

- ONSSI OCULARIS 3.0
- FLUIDMESH
- UBIQUITY X EXALT
- CAMERAS
- Server Hard Drives

F. ANNUAL MAINTENANCE FEE:

CUSTOMER will pay HDS **\$71,382.00** for the Services ("Maintenance and Support Fee"), which shall be paid within thirty (30) days of the date of invoice.

G. EQUIPMENT MAINTENANCE:

HDS agrees, during the Term, to keep the CUSTOMER's Equipment, as described on the attached Schedule A (hereinafter referred to as "Equipment"), in satisfactory operation and to make all repairs and adjustments to the Equipment, and to supply such parts as may be required which are incidental to the maintenance of the Equipment. Such maintenance shall be provided to the CUSTOMER at the Equipment's location subject.

H. MAINTENANCE RATES:

Maintenance Rates as set forth above shall be valid for the Term of this Agreement.

I. EXCLUSIONS FROM COVERED MAINTENANCE: The following labor and services shall be expressly excluded from the Maintenance provisions of this Agreement:

- a) Services required due to change or alterations in Equipment specifications not performed by HDS personnel;
- b) Services required due to supply items that do not meet HDS specifications or standards;
- c) Installation, moving, or removing of the Equipment, options, attachments or

cables;

- d) Replacement of consumable items, supplies or accessories (such as ink cartridges, disks, paper, scanners lamps, pad assemblies, pick rollers, etc.);
- e) Replacement of parts, repair of damage or increase in Service Time to Equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the Equipment was intended;
- f) Problems related to software (other than the internal Video Management software), whether such software is program files or data files on either tape, floppy disks, hard disks or any other kind of media, (7) Electrical work external to the Equipment or maintenance of accessories, attachments or other devices not listed on the Schedule A, (8) Service or repair due to failure of electrical power, air conditioning or humidity control in equipment not intended for outdoor use;
- g) Refinishing of Equipment;
- h) Work requested by CUSTOMER for rearrangement, such as additional wiring, moving other equipment or cables, relocating Equipment or repairing a previously prepared site or station to make it operational; and
- i) Specific requests by CUSTOMER for maintenance which is in addition to Covered Maintenance requirements.

J. ADDITIONAL CHARGES TO CUSTOMER: In addition to the Annual Fee, the CUSTOMER shall be subject to the following charges:

- a) Labor and Service charges for Labor and Service performed which is outside the Covered Maintenance mentioned above,;
- b) Parts not covered by the Covered Maintenance;
- c) All maintenance charges are exclusive of applicable federal, state or local taxes and CUSTOMER shall pay or reimburse HDS for any such taxes and HITACHI DATA SYSTEMS may add such taxes to the invoices submitted to

CUSTOMER;

- d) All Maintenance charges are subject to increase or decrease upon any change in specifications for Equipment or upon addition of features or attachments thereto.
- e) CUSTOMER shall pay HDS for all supplies and consumables utilized by CUSTOMER in the use of the Equipment or by HDS in the performance of the Covered Maintenance.

K. PAYMENT:

The CUSTOMER must pay to HDS \$71,382.00 within 30 days from the date of the invoice presented to CUSTOMER pursuant to this Agreement. CUSTOMER's failure to deliver payment within this time period shall, at HDS's option, render this Agreement void. Future payments of invoices delivered to CUSTOMER under the terms of this Agreement, shall be due within 30 days from the date of the HDS invoice.

L. DISCLAIMER OF WARRANTY:

HDS makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular use or purpose with respect to the subject matter hereof, maintenance to be performed by HDS pursuant to the terms hereof, or parts to be supplied hereunder. Notwithstanding the above, HDS represents and warrants that (1) neither its software nor any update thereof will contain a virus or any kind of malware; and (ii) HDS has full title and ownership to the software provided by it under this Agreement.

M. INDEMNIFICATION:

HDS shall defend, indemnify, and hold CUSTOMER, its subsidiaries, and affiliates harmless from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character (including those of the parties hereto, their agents, and employees) for death, personal injury, property damage, or any other liability damages, fines or penalties (except where reimbursement of fines and

penalties is prohibited by applicable law) including costs, attorneys fees, and settlements, resulting from any negligent act or willful misconduct performed by HDS, its agents, servants, employees, invitees, arising out of or in connection with providing professional services to CUSTOMER.

N. NOTICES:

Any notice, request, instruction or other document pertaining to this Agreement shall be in writing and delivered personally, or by registered or certified mail to the appropriate party at the address specified on the cover page.

O. MISCELLANEOUS:

CUSTOMER agrees not to relocate any Equipment to another address without HDS' express written approval, which approval shall not be unreasonably withheld. This Agreement constitutes the entire agreement between the parties hereto with respect to Maintenance of the Equipment set forth herein. The terms and provisions of this Agreement shall prevail over any conflicting, additional or other terms appearing on document submitted by CUSTOMER or by HDS at any time. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the CUSTOMER without express written approval from HDS. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by HDS without express written approval from CUSTOMER.

P. DATA PRACTICES:

This Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act, which is created, collected, received, stored, used, maintained, or disseminated by HDS in performing any of the functions of the Customer during performance of this Agreement is subject to the requirements of the Data Practices Act and HSD shall comply with those requirements to the extent required by law.

Q. NO WAIVER:

The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party will not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

R. INDEPENDENT CONTRACTOR STATUS:

HDS shall be in the relationship of independent contractor with CUSTOMER, and nothing herein shall be construed as creating, at any time, the relationship of employer and employee between the parties hereto, nor shall this Agreement be construed as creating any relationship whatsoever between CUSTOMER and HDS employees.

HDS has sole authority and responsibility to employ, discharge, and otherwise control its employees, and neither HDS, nor any of its employees are, or shall be deemed to be, employees of CUSTOMER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Dated: _____

CITY OF DULUTH

Hitachi Data Systems

By _____
Mayor

By _____
Authorized Representative

Attest _____
City Clerk

By _____
Authorized Representative

By _____
Chief Administrative Officer

Countersigned:

City Auditor

Approved as to form:
HITACHI DATA SYSTEMS

City Attorney

SCHEDULE A (EQUIPMENT LIST)

Location	Product Description	Serial Number
CIHL machine room	DB-C0012ST10-02	11002P337X
CIHL machine room	CB-A0012ST10-06	11009P343M
CIHL machine room	CB-A0012ST10-06	11009P344V
CIHL machine room	CB-A0012ST10-06	11009P343H
CIHL machine room	CB-A0012ST10-06	11009P343G
Lakewood	CB-A0012ST10-06	11009P343T
CIHL machine room	C3750G	FOC1405Z7VH
CIHL machine room	C3750G	FOC1427Z3L4
Lakewood	C3750G	FOC1427Z3LM
Lakewood	FM-1100-HW	1100400058
Lakewood Pump House	FM-1100-HW	1100400055
Garfield Building	FM-1100-HW	1100400063
Light Pole Garfield	FM-3100	3100100027
Bayfront Park	FM-3100-HW	3100100017
Lift Bridge Upper North	FM-3100-HW	3100100019
Lift Bridge Upper NW	FM-1100-HW	00:07:af:fa:44:f0
Lift Bridge Upper NE	FM-1100-HW	5.155.167.189
Lift Bridge Upper NE	FM2200-Endo	2200EN1000390
Lift Bridge NW	FM2200-Endo	2200EN1000355
Lift Bridge Upper South	FM-1100-HW	5.61.133.198
Lift Bridge Lower South	FM-1100-HW	1100400057
Lift Bridge Lower South	FM-1100-HW	1100400056
Lift Bridge Lower North	SNC-CS50N	106214
Lift Bridge Office	dr-30-15	rb04322217
LB -1NE Sidewalk	Axis Q7406	00408cb042ab
LB -2 SE Sidewalk	Axis Q7406	00408cb042ac
LB -3 SW Sidewalk	Axis Q7406	00408cb042ad
LB -4 NW Sidewalk	Axis Q7406	00408cb042ae
LB -5 N Under Deck	Axis Q7406	00408cb042af
LB -6 S Under Deck	Axis Q7406	00408cb042b0
LB -7 NE Approach	Axis Q7406	00408cb03e07
LN -8 SE Approach	Axis Q7406	00408cb03e08
LB -9 SW Approach	Axis Q7406	00408cb03e09
LB 10 NW Approach	Axis Q7406	00408cb03e0A
Lift Bridge Office	Axis Q7406	00408cb03e0B
Lift Bridge Office	Axis Q7406	00408cb03e0C
Lift Bridge Office	7506GX2	455973
Lift Bridge Office	FM-3100-HW	3100100021

Lake Street	100047	100047
Lake Street	FM-3100-HW	3100100029
Lake Street	7506GX2	00:07:af:fa:5a:50
Lake Street	Bullet	00:15:6D:5E:A3:1B
Boardwalk 1	NA	100035
Boardwalk 1	FM-3100-HW	3100100022
Boardwalk 1	7506GX2	00:07:af:fa:44:e0
Boardwalk 1	Bullet	00:15:6D:5F:A5:04
Boardwalk 2 Polecam	SNC-RS46N	100134
Boardwalk 2 Remote	SNC-RS46N	100085
Boardwalk 2 Polecam	FM-3100-HW	3100100018
Boardwalk 2 Polecam	7506GX2	00:07:af:fa:4d:c0
Boardwalk 2 Polecam	Bullet	00:15:6D:5F:A5:04
City Hall	Bullet	DC:9F:DB:35:AC:E5
City Hall	FM-1100-HW	3100100016
City Hall	FM-1100-HW	3100100028
City Hall	NanoStation	00:15:6D:72:40:C9
City Hall	FM2200E-ENDO	2200EN1000398
City Hall	FM2200E-ENDO	2200EN1000391
City Hall	BW80	BGWVRB12110066-High
City Hall	BW80	BGWVRB12200032-High
MNDOT Tower	FM-3100-HW	N/A
MNDOT Tower	FM-3100-HW	N/A
MNDOT Tower ME	FM2200E-Endo	2200EN1000282
MNDOT Tower ME	BW80	BGWVRB12200033-Low
MNDOT Tower	ExtendAir	PE45103761
DECC (back)	SNC-RS86N	3000304
DECC (back)	FM2200E-Endo	2200EN1000300
DECC (back)	7506GX2	00.07.AF.F7.23.60
DECC (back)	Bullet	00:27:22:74:43:74
Skate Park	SNC-RS86N	3000306
Skate Park	FM2200E-Endo	2200EN1000354
Skate Park	7506GX2	00.07.AF.F7.1A.60
Skate Park	Bullet	00:27:22:74:42:E4
5th Ave W. and I35	SNC-RS86N	3000303
5th Ave W. and I35	SNC-RS86N	3000307
5th Ave W. and I35	FM2200E-Endo	2200EN1000385
5th Ave W. and I35	7506GX2	00.07.AF.F7.1A.A0
5th Ave W. and I35	Bullet	00:27:22:74:43:8F

1st Ave West. and 2nd St	SNC-RS86N	3000366
1st Ave West. and 2nd St	FM2200E-Endo	2200EN1000400
1st Ave West. and 2nd St	7506GX2	00.07.AF.F7.1A.30
1st Ave West. and 2nd St	Bullet	00:27:22:74:42:A0
1st Ave West. and 1st St	SNC-RS86N	3000363
1st Ave West. and 1st St	FM2200E-Endo	2200EN1000375
1st Ave West. and 1st St	7506GX2	00.07.AF.F7.22.A0
1st Ave West. and 1st St	Bullet	00:27:22:74:43:80
1st Ave East and 1st St	SNC-RS86N	3000364
1st Ave East and 1st St	FM2200E-Endo	2200EN1000352
1st Ave East and 1st St	7506GX2	00.07.AF.F7.23.A0
1st Ave East and 1st St	Bullet	00:27:22:74:43:C4
Boardwalk 3	SNC-RS86N	3000361
Boardwalk 3	FM2200E-Endo	2200EN1000376
Boardwalk 3	7506GX2	00.07.AF.F7.23.70
Boardwalk 3	Bullet	00:27:22:74:42:E2
Boardwalk 4	SNC-RS86N	3000365
Boardwalk 4	P3344	00408CB132B3
Boardwalk 4	FM2200E-Endo	2200EN1000292
Boardwalk 4	7506GX2	00.07.AF.F7.1B.10
Boardwalk 4	Bullet	00:27:22:74:43:CE
Lake Ave and 4th	SNC-RS86N	3000309
Lake Ave and 4th	FM2200E-Endo	2200EN1000399
Lake Ave and 4th	7506GX2	00.07.AF.F7.22.D0
Lake Ave and 4th	Bullet	00:27:22:74:43:3F
Boardwalk 5	SNC-RS86N	3000362
Boardwalk 5	FM2200E-Endo	2200EN1000351
Boardwalk 5	7506GX2	00.07.AF.F7.35.B0
Boardwalk 5	Bullet	00:27:22:74:43:15
21st Ave East and London Road	SNC-RS86N	3000359
21st Ave East and London Road	ExtendAir	PE45103744
21st Ave East and London Road	7506GX2	00.07.AF.F7.1A.D0
21st Ave East and London Road	Bullet	00:27:22:74:43:B6
2nd ave W and Superior St	SNC-RS86N	3000310
2nd ave W and Superior St	FM2200E-Endo	2200EN1000379
2nd ave W and Superior St	7506GX2	00.07.AF.F7.22.C0
2nd ave W and Superior St	Bullet	00:27:22:74:42:88
Lakewood	NanoStation	N/A

Lakewood	291 1U Encoder	N/A
Lakewood	Q7406	00408cb03E01
Lakewood	Q7406	00408cb03E02
Lakewood	Q7406	00408cb03E03
Lakewood	Q7406	00408cb03E04
Lakewood	Q7406	00408cb03E05
Lakewood	Q7406	00408cb03E06
Lakewood Pump House S	SNC-RS46N	100125
Lakewood Pump House N	SNC-RS46N	100129
Garfield Building East	SNC-RS46N	100112
Garfield Building North	SNC-RS46N	100036
Garfield Building	7506GX2	452325
Garfield Building	NanoStation	00:15:6D:73:42:AF
Light Pole Garfield	SNC-RS46N	100122
Light Pole Garfield	Bullet	00:15:6D:71:CD:D6
Light Pole Garfield	7506GX2	00:07:af:fa:4d:b0
Bayfront Park	NanoStation	00:15:6D:72:3E:30
Bayfront Park	7506GX2	00:07:af:fa:44:f0
Bayfront Park	SNC-RS46N	100044
Bayfront Water	SNC-RS46N	100051
Bayfront Mega	AV8185	00-1A-07-05C2-12
LB 16 Tower NW	SNC-RS46N	100138
LB 13 Tower NE	SNC-RS46N	100132
LB 14 Tower SE	SNC-RS46N	100100
Lift Bridge Upper NW	BW80	BGWVRB12110067-Low
LB 15 Tower SW	SNC-RS46N	100123
Lift Bridge Lower South	SNC-CS50N	106232
Server Room CCTV Rack	3750G	N/A
Server RM C025	SNC-DH120	S0101124925
West Stair Door	SNC-DH120	S013008643A
NW Ext Corner	SNC-CH260	S013008079D
Credit Union C002	SNC-DH120	S0130081233
North Vestibule Entrance	SNC-DH120	S0130091166
Garage Level Elev Lobby	SNC-DH120	S0130091403
West Garage	SNC-DH120	S0130091144
North West Garage Entrance	SNC-DH120	S0130091188
Court Yard	SNC-CH260	S0130091155
HW A103 South View	SNC-DH120	S0130091177
South Vestibule Entrance	SNC-DH120	S0130091133
South Ext Entrance	SNC-CH260	S0130091414

Waiting Area A102	SNC-DH120	S013009138A
Hall A110	SNC-DH120	S0130091379
West Ext Corner NE View	N/A	S013009139B
INTOX PTZ	N/A	S0130091425
Stair A	SNC-DH120	S0130053276
Corridor C107	SNC-DH120	S0130053423
East Ext Corner West View	SNC-CH260	S0130053298
East Ext Corner North View	SNC-CH260	S0130053399
Stair C D101	SNC-DH120	S0130053456
North East Garage Entrance	SNC-DH120	S0130053434
NE Ext Corner West View	SNC-CH260	S0130053478
NE Ext Corner South View	SNC-CH260	S0130053322
Impound Lot PTZ	Q6032-e	00:40:8C:DA:EE:4E
Impound Lot Fixed	P3344	00:40:8C:B1:32:B1
Impound Lot	Bullet	DC9FDB06C619
DPD Building	Bullet	DC9FDB06C6FF
Superior St and Garfield Ave	SNC-RS86N	3000157
Superior St and Garfield Ave	FM2200E-Endo	5.27.221.24
Superior St and Garfield Ave	7506GX2	00:07:AF:F5:28:40
Superior St and Garfield Ave	Bullet	DC9FDB34AAE7
2nd Ave E and 1st St	SNC-RS86	3000129
2nd Ave E and 1st St	FM2200E-Endo	N/A
2nd Ave E and 1st St	7506GX2	N/A
2nd Ave E and 1st St	Bullet	DC9FDB34ACE5
1st Ave E and Superior St	SNC-RS86	3001552
1st Ave E and Superior St	FM2200E-Endo	N/A
1st Ave E and Superior St	7506GX2	N/A
1st Ave E and Superior St	Bullet	DC9FDB34AB65
Phoenix	M5014	00408CDB8CC6
Camera Exchange	M5014	00408CDB8CC9
India Palace	M5014	00408CDB8CC4
Peterson - Anderson Bench	M5014	00408CDB8CC7
Northshore Bank	M5014	00408CDB8CC8
Maurices	M5014	00408CDB08AB

	M5014	00408CDB8CCA
Hunter Building	M5014	00408CE60163
One West Hall	M5014	00408CDB8CCC
One West Skywalk	2520 8 port	CN320DP0GJ
300 Block W Superior St	2520 8 port	CN320DP0FL
Northshore Bank	2520 8 port	CN320DP010
Hunter Building	2520 8 port	CN320DP0B3
9 West Bldg	2520 8 port	CN320DP05F
Compudyne	2520 8 port	CN320DP0C7
	2520 8 port	CN320DP0B0

Exhibit B

WARRANTY AND MAINTENANCE AND SUPPORT TERMS

WARRANTY TERMS

1. *Warranty Period and Remedy.*

- (a) HDS warrants to You that, during the Warranty Period, the Products will function in accordance with the Published Specifications. To make a valid warranty claim, it must be in accordance with the following sections. **The Warranty Period begins upon delivery of the Product.**
- (b) HDS warrants the Products for the "**Warranty Period**" specified in Attachment A; except that if your order included any equipment or software supplied to HDS by any party other than Hitachi Ltd. for direct or indirect distribution to end users. ("Third Party Products") they may be warranted by the third party licensor under separate license terms provided to You with the Third Party Product.
- (c) During the Warranty Period, HDS will provide "**Warranty Services**" as defined in Attachment A and Attachment C to correct any failure of the Products to comply with the above warranties and will replace any defective Software media. The Warranty Services will be provided in accordance with and are governed by the Maintenance and Support Terms set out below. You must submit any warranty claim in writing to HDS during the Warranty Period or contact the local HDS support contact center. Your order may have included additional product Maintenance and Support Services, which HDS will deliver in accordance with the Maintenance and Support Terms.
- (d) If HDS does not provide the Warranty Services in a workmanlike manner in accordance with generally accepted industry standards, HDS will promptly re-perform the Services at no additional charge to you. You must submit any Service claim in writing within 90 calendar days of the performance of the Services giving rise to the claim.

EXCEPT AS SPECIFIED IN THESE TERMS, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE.

2. *Warranty Exclusions; Components.*

- (a) HDS' warranties exclude any Products damaged by accident, neglect, or abuse by any party other than HDS or its subcontractors, or by natural disaster, or subjected to an unsuitable physical operating environment, not properly installed or maintained by any party other than HDS, its subcontractors or its authorized service providers, used in a manner not contemplated by the Published Specifications or in a manner which is outside the scope of Your licensed rights in the Software or modified without HDS' prior written consent.
- (b) Equipment may include components which are used or remanufactured, regardless, HDS' warranties apply. All components removed in the course of performing Warranty Service or any Maintenance and Support Services will be the property of HDS. Any removed components not returned to HDS within 60 calendar days, which are not covered by a currently valid retention option, will be charged to the customer at then current spares list prices
- (c) Breaking the factory seal on a Field Replaceable Unit (FRU) by any party other than HDS or a HDS ASP will void the warranty in its entirety.

MAINTENANCE AND SUPPORT TERMS

3. *Selecting Your Maintenance and Support Plan*

In addition to the warranties, You will receive Maintenance and Support Services under the plan specified in the relevant Order or Attachment under the Agreement, or as You may separately order from HDS, and as further detailed in Attachment C. Maintenance and Support Services may not be available in certain locations, and plans may vary between locations or subject to additional fees. Additionally, Maintenance and Support Services may vary by Equipment, Product type or family as noted in Attachment C.

4. *Scope of Self-Service Maintenance*

Self-service Equipment maintenance comprises the following:

- (a) access to an online self-service support portal providing technical information and documentation to facilitate the repair of a malfunction or issue with Equipment operation.
- (b) parts ordering processing to replace a malfunctioning or defective component via the online self-service support portal.
- (c) Software and firmware Updates via the online self-service portal.
- (d) remote telephone technical assistance to assist with fault isolation, installation, configuration, interoperability or other Equipment issues.

5. *Scope of Onsite Maintenance Services on Equipment*

HDS Equipment onsite maintenance comprises the following:

- (a) supervision and installation of engineering changes impacting the reliability of the Equipment, which HDS determines to be applicable to the Equipment;
- (b) preventive maintenance for Equipment including necessary lubrication, adjustment or replacement of unserviceable parts; and
- (c) unscheduled maintenance for Equipment, including repair, adjustment or replacement of unserviceable parts as deemed necessary by HDS during the applicable on-call hours of coverage.

The following items are excluded from the scope of onsite Equipment maintenance:

- (a) Engineering changes other than those described in section 5(a) above
- (b) Providing and maintaining a suitable environment for the Equipment, as specified by HDS
- (c) The availability and performance of any electrical work external to an item of Equipment or the maintenance of accessories, attachments, Equipment, or other devices not listed hereto
- (d) The painting, refinishing, or other refurbishment of Equipment
- (e) Repair of damage resulting from accident, natural disaster, transportation, neglect or misuse, improper maintenance, failure to continually provide a suitable installation environment (including but not limited to failure of electrical power, air conditioning or humidity control), or from causes other than ordinary use
- (f) Repair of Field Replacement Units (FRU) if the factory seal of the FRU has been broken
- (g) The movement, rearrangement or reconfiguration of Equipment or cables, additional wiring, or repair to a previously prepared site to make it operational
- (h) The installation or removal of accessories, attachments or other devices, or the furnishing of supplies
- (i) Maintenance or other Services on HDS provided host bus adaptor ("HBA") Equipment not installed and utilized with HDS storage Equipment
- (j) Physical installation, de-installation and replacement of HBAs within Your environment
- (k) Any Maintenance Service which is impractical for HDS' service personnel or representatives to render because of alterations in the Equipment or their connection by mechanical or electrical means to another machine or device.

6. Scope of Support Services for Software

HDS Software support is the support required in connection with ordinary use of the Software in accordance with its Published Specifications, through:

- (a) remote telephone support to (i) identify the problem, and its source and assist in resolving the problem; (ii) advise on installation of Updates; and (iii) respond to minor "ad hoc" Software information queries;
- (b) on-site intervention where necessary and provision of Patches and Fixes where necessary, to be performed at HDS' sole discretion; and
- (c) access to Updates free-of-charge.

Software support services exclude the following events:

- (a) support of other software, accessories, attachments, machines, systems or other devices not supplied by HDS;
- (b) support rendered more difficult because of any alterations, additions, modifications or variations to the Software, the Equipment or Your system or operating environment;
- (c) diagnosis and/or rectification of problems not associated with the Software;
- (d) Professional Services and training, which are scoped and delivered by HDS Global Solution Services;
- (e) Software installation services described in Section 8(b).

7. Remote Monitoring Services.

Maintenance and Support Services include remote diagnostic and monitoring services on eligible Equipment, using HDS' proprietary Hi-Track® hardware, software, microcode and documentation ("**Hi-Track Services**"). This material will always remain HDS' sole and exclusive property as Hitachi IP as defined in the Agreement, and You do not get any licensed rights in this material. You must provide and maintain, at your cost, all telecommunications lines, monitor, PC, modem and access required for HDS to implement and provide the Hi-Track Services. If the Agreement (or the supply of Maintenance and Support Services under it) or Your separate services contract is terminated, You will allow HDS to disable the Hi-Track Services and de-install and remove all material on your premises used by HDS to provide these services. HDS warrants that in providing Hi-Track Services, HDS does not access your data. HDS will maintain the confidence of all passwords that you provide to HDS in connection with its supply of Hi-Track Services. Remote monitoring services other than Hi-Track may be provided for certain self-serviceable, eligible Equipment which does not prompt HDS Service activity or call logging.

8. Installation Services

(a) HDS will provide installation services as specified in the Agreement or relevant Order, and as further described in Attachment B.

(b) HDS may provide on-site Software installation services (where HDS advises that the Software has to be installed by HDS) for an additional fee. Installation does not result in production ready implementation of the Software; production ready software implementation is a Professional Service. If You require a production ready implementation or additional capabilities, You will pay an additional fee based on your requirements, and the Software and/or Equipment. HDS will advise You of the Professional Services fee in advance.

(c) Installation services do not include:

- i. Physical siting of the Equipment
- ii. All electrical work, including connection of the Equipment power supply to Your power supplies
- iii. Any operating system development and testing
- iv. Computer room planning services
- v. Performance tuning
- vi. Advanced operator training
- vii. Moves of any non-HDS equipment
- viii. Onsite standby beyond the storage system test phase
- ix. De-installation of displaced equipment
- x. Attendance at Your meetings
- xi. SAN design, integration and implementation
- xii. Software production-ready implementation

9. Services for Additional Fees

If You request HDS to perform:

- (a) any of the "excluded" services in Sections 2, 5 or 6; or
- (b) any Maintenance and Support Services outside the coverage hours or support zone for your support plan; or
- (c) any other Services which HDS reasonably determines to be "out of scope" of these WMS Terms.

HDS may perform the relevant Services at HDS' then current rates or on a quoted fixed fee basis ("**Billable Services**"). If You allow someone other than HDS' authorized service personnel or representatives to move, relocate, perform Maintenance or Support Services, or repair Equipment or Software, or otherwise the Maintenance and Support Services have been terminated under section 10 and You wish to reinstate the Maintenance and Support Services for all or part of the Equipment, You must re-certify the relevant Equipment in order to have HDS' commitments under these Online Support Terms continue to apply to that Equipment. HDS will charge its then current rates for recertification and further repair necessary to restore the Equipment or Software to good operating condition.

10. Termination and Expiration of Maintenance and Support Services

(a) Without limiting any other rights of HDS, HDS reserves the right to terminate all or any of its Maintenance and Support Services at any time by written notice to You when You (i) transfer your Equipment or any Software to another person or entity or otherwise You relocate the Equipment or any Software in any way and You don't first obtain the written consent of HDS (ii) where the Equipment or any Software is damaged by accident, neglect or abuse by any party other than HDS or its subcontractors, or by natural disaster, or subjected to an unsuitable operating environment, not properly installed or maintained by any party other than HDS, its sub-contractors or authorized service providers (iii) where the Equipment or any Software is used in a manner not contemplated by the Published Specifications or in a manner which is outside the scope of Your licensed rights in the Software; (iv) where You have modified the Equipment or any Software in any way (including any unauthorized attachments or additions to the Equipment or any Software) without the prior written consent of HDS; or (v) where you have infringed any rights of HDS in any Maintenance Material or any Software. Either party may terminate Maintenance and Support Services for cause in accordance with Section 8 of the Agreement.

(b) Without limiting your rights elsewhere in the Agreement, following expiration of the Initial Service Period, You may terminate the Maintenance and Support Service for one or more items of Equipment and/or Software by giving HDS 90 day's prior written notice. The reinstatement of any Maintenance and Support Services so terminated will be subject to a reinstatement fee in addition to the then current monthly charge for such Services. Any notice to terminate a single Maintenance and Support Service must identify the specific Service item to be terminated. If, in the reasonable opinion of HDS, the termination of a single Maintenance and Support Service adversely affects the ability of HDS to provide you other Services, then HDS may in its sole discretion terminate these other Services.

(c) HDS' Maintenance and Support Services obligations for Equipment no longer manufactured will expire five (5) years from the last manufacturing date of the equipment, spare parts or accessories for the relevant Equipment model. HDS will use commercially reasonable efforts to provide You with at least three (3) months notice prior to the

end of sale of a particular Product and 12 months notice prior to the expiration of any Maintenance and Support Services for that Product or any Software.

11. Current and Superseded Software Support

(a) HDS will provide Normal Support (as defined below) for the Current Release and one prior version of the Software. If a release is older than one prior version from the Current Release, then HDS will provide Limited Support (as defined below) for a 12-month period following the general availability of the Current Release.

(b) "Normal Support" means the development and provision of service packs, Updates and Patches and Fixes necessary to maintain the Software in substantial conformance with the Published Specifications.

(c) "Limited Support" means the provision of existing service packs, and existing Patches and Fixes necessary to maintain the Software in substantial conformance with the Published Specifications. HDS does not provide support for Software releases that are older than two prior versions of the Current Release.

(d) HDS may refuse to supply Patches and Fixes for Software if You could have solved the Problem or defect by upgrading to the latest Update. HDS does not support the Operating Software unless HDS is also maintaining the Equipment on which it is installed. You must have the proper effective Software license before HDS has an obligation to support Your Software. If Your license is terminated for any reason (including due to the assignment or transfer of the license to another party) then HDS' Software Maintenance and Support Services obligations will cease.

12. Maintenance Material

HDS may store Maintenance Material within the Products or elsewhere on your premises for convenience. Only HDS personnel will be authorized to use the Maintenance Material. Maintenance Material will always remain HDS' sole and exclusive property as Hitachi IP as defined under the Agreement, and You do not get any licensed rights. You must not use, access, modify, copy or relocate the Maintenance Material or allow any other person to do so and must return or allow HDS to de-install it upon demand by HDS or on termination of the Maintenance and Support Services. User manuals utilized for self-serviceable eligible Equipment are not considered Maintenance Materials.

13. Transferability of Services

You agree that:

- (a) HDS has no obligation to You for Product or any Software purchased from a source other than HDS or its authorized resellers.
- (b) You must not assign or transfer any warranty, maintenance and/or support arrangement with HDS to any Third Party without the prior written consent of HDS. Unless HDS otherwise so consents, HDS will have no obligation to perform any Maintenance and Support Services for the transferee.
- (c) In certain cases when HDS supplies Third Party Products to You, You will obtain Maintenance and Support Services directly from the vendor of the Third Party Product and not HDS, including, but not limited to the Support Summary set forth in Attachment E, attached hereto.

14. Defined Terms

Attachment: any of the signed documents attached to the Agreement that supplements or amends it.

Billable Services: Services outside or excluded from the scope of the Maintenance and Support Services described within these WMS Terms.

Current Release: the latest version of the Software released by HDS.

Engineering Changes: design modifications or micro code changes initiated to improve functionality and operational performance of the Equipment. Engineering Changes are normally developed and released by the Equipment manufacturer.

Equipment: The hardware component of any Product.

Field Replaceable Unit (FRU): a subassembly of components sealed at the factory and subject to replacement as a discrete unit at the customer site.

Maintenance and Support Services: The Equipment and Software support services described in more detail in these WMS Terms.

Maintenance Material: diagnostic and/or tracking tools, including without limitation Hi-Track® software, firmware and related documentation, personal computers or notebooks, maintenance manuals and other documentation.

Patches and Fixes: changes made to the Software by HDS that establish or restore substantial conformity with the applicable Published Specification.

Problem: an instance where a HDS Product does not substantially conform to the Published Specifications.

Product(s): Any Equipment and/or Software listed in HDS' standard Product price lists published from time to time.

Published Specifications: The specifications for Products and any Software that were valid at the time of acceptance of Your order.

Professional Services: Software enablement, data migration, implementation or other design services.

Software: The object code format of (i) programming firmware embedded in the Equipment to enable it to perform its basic functions ("**Operating Software**") and (ii) software programs supplied by HDS or by a Third Party Software provider ("**Programs**") and (iii) any Updates, related documentation and specifications.

Software Support Services: The support required in connection with ordinary use of the Software in accordance with its published specifications.

Third Party Products: any equipment or software supplied by Us that are not manufactured by HDS or Hitachi Ltd.

Third Party Software: any software contained in or comprising Third Party Products.

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

ATTACHMENT A **Warranty Period Services**

WARRANTY PERIOD SERVICES			
TYPE	PRODUCT NAME FAMILY	WARRANTY PERIOD	WARRANTY SERVICES
EQUIPMENT	<u>HSMS*</u> Hitachi Simple Modular Storage	36 MONTHS 3 YEARS	BASIC SELF SERVICE [REMOTE]
EQUIPMENT	<u>WMS*</u> Workgroup Modular Storage	12 MONTHS 1 YEAR	WEEK DAY BASIC
EQUIPMENT	<u>AMS*</u> Hitachi Adaptable Modular Storage	12 MONTHS 1 YEAR	WEEK DAY BASIC
EQUIPMENT	<u>AMS 2000</u> Hitachi Adaptable Modular Storage	12 MONTHS 1 YEAR	WEEK DAY BASIC
EQUIPMENT	<u>HUS</u> Hitachi Unified Storage	36 MONTHS 3 YEARS	REMOTE
EQUIPMENT	<u>HUS VM</u> Hitachi Unified Storage VM	36 MONTHS 3 YEARS	WEEK DAY BASIC
EQUIPMENT	<u>HNAS FILE</u> Hitachi Network Attached Storage	36 MONTHS 3 YEARS	WEEK DAY BASIC
EQUIPMENT	<u>NSC*</u> Hitachi Network Storage Controller	24 MONTHS 2 YEARS	STANDARD
EQUIPMENT	<u>USP VM*</u> Universal Storage Platform VM	24 MONTHS 2 YEARS	STANDARD
EQUIPMENT	<u>USP USP V*</u> Universal Storage Platform	36 MONTHS 3 YEARS	PREMIUM
EQUIPMENT	<u>VSP</u> Virtual Storage Platform	36 MONTHS 3 YEARS	WARRANTY [STANDARD]
EQUIPMENT	<u>VSP G1000</u> Virtual Storage Platform G1000	36 MONTHS 3 YEARS	STANDARD
EQUIPMENT	<u>COMPUTE BLADE</u> Hitachi Compute Blade	36 MONTHS 3 YEARS	REMOTE
EQUIPMENT	<u>COMPUTE RACK</u> Hitachi Compute Blade	12 MONTHS 1 YEAR	REMOTE
EQUIPMENT	<u>HDI REMOTE SERVER</u> Hitachi Data Ingestor RS	36 MONTHS 3 YEARS 60 MONTHS 5 YEARS	REMOTE
SOFTWARE	<u>HDS SOFTWARE</u>	90 DAYS 3 MOS	SUBSTANTIAL CONFORMANCE WITH PUBLISHED SPECIFICATIONS; AND MEDIA
EQUIPMENT	<u>CONVERGED SOLUTION</u>	Warranty Provided Via Embedded Subsystems Layered Highest Warranty Level & Coterminous Duration	
NOTES	* Denotes Legacy End-of-Life Sunset Products		

WARRANTY OVERVIEW					
PRODUCT NAME FAMILY		REMOTE	WEEK DAY BASIC	STANDARD	PREMIUM
<u>HSMS*</u> Hitachi Simple Modular Storage		✓ 3 YEARS			
<u>WMS*</u> Workgroup Modular Storage			✓ 1 YEAR		
<u>AMS*</u> Hitachi Adaptable Modular Storage			✓ 1 YEAR		
<u>AMS 2000</u> Hitachi Adaptable Modular Storage			✓ 1 YEAR		
<u>HUS</u> Hitachi Unified Storage		✓ 3 YEARS			
<u>HUS VM</u> Hitachi Unified Storage VM			✓ 3 YEARS		
<u>HNAS FILE</u> Hitachi Network Attached Storage			✓ 3 YEARS		
<u>NSC*</u> Hitachi Network Storage Controller				✓ 2 YEARS	
<u>USP VM*</u> Universal Storage Platform VM				✓ 2 YEARS	
<u>USP USP V*</u> Universal Storage Platform					✓ 3 YEARS
<u>VSP</u> Virtual Storage Platform				✓ 3 YEARS	
<u>VSP G1000</u> Virtual Storage Platform G1000				✓ 3 YEARS	
<u>COMPUTE BLADE</u> Hitachi Compute Blade		✓ 3 YEARS			
<u>COMPUTE RACK</u> Hitachi Compute Blade		✓ 1 YEAR			
<u>HDI REMOTE SERVER</u> Hitachi Data Ingestor R/S		✓ 3 OR 5 YEARS			
<u>SOFTWARE</u>		90 DAYS SUBSTANTIAL CONFORMANCE WITH PUBLISHED SPECIFICATONS; AND MEDIA			
<u>CONVERGED SOLUTIONS</u>		WARRANTY LAYERED @ EMBEDDED SUBSYSTEM SUBASSEMBLY			
NOTES		* Denotes Legacy End-of-Life Sunset Products			

ATTACHMENT B

Installation Services

INSTALLATION DESCRIPTION	
<ul style="list-style-type: none"> Telephone pre-delivery site survey conducted to confirm power, location of Equipment, access and expectations Telephone consultation to determine optimum configuration Physical inspection for shipment damage Physical connection of cable interfaces Installation of any additional features and options, including software enablement (functionality only) Installation of resource and configuration management program(s) using Your PC Consultation to determine optimum configuration and operation Full complete configuration of all logical units (LUN) to ensure accessibility from each host system <ul style="list-style-type: none"> Maximum five (5) hosts/servers – five (5) LUNs per host/server Installation, configuration and testing of Hi-Track Confirmation of maintenance provisions and call handling procedures Training: Basic handling of Equipment and configuration Performance Period: Local Business Hours Monday – Friday <p>Note: Onsite pre-delivery survey and off-hours install available: Additional fee-based Billable Service</p> <p>Note: Physical installation of Host Bus Adapters (HBAs) is excluded</p>	
INSTALLATION AVAILABILITY MATRIX	
PRODUCT NAME FAMILY	AVAILABILITY
<u>HSMS*</u>	✓
<u>WMS*</u>	✓
<u>AMS*</u>	✓
<u>AMS 2000</u>	✓
<u>HUS</u>	✓
<u>HUS VM</u>	✓
<u>HNAS FILE</u>	✓
<u>NSC*</u>	✓
<u>USP VM*</u>	✓
<u>USP USP V*</u>	✓
<u>VSP</u>	✓
<u>VSP G1000</u>	✓
<u>COMPUTE BLADE</u>	✓
<u>COMPUTE RACK</u>	✓
<u>HDI REMOTE SERVER</u>	- NOT AVAILABLE -
<u>SOFTWARE</u>	- VARIOUS SELECT FEE-BASED IMPLEMENTATION SERVICES AVAILABLE -
<u>THIRD PARTY HW</u>	✓
<u>HBA HOST BUS ADAPTERS</u>	- NOT AVAILABLE -
<u>CONVERGED SOLUTIONS</u>	✓
	SUBSYSTEM SUBASSEMBLY [EACH]
NOTES	* Denotes Legacy End-of-Life Sunset Products

ATTACHMENT C

Warranty Maintenance & Support Services

WARRANTY MAINTENANCE & SUPPORT SERVICES			
WMS SERVICE	DESCRIPTION	WTY	POST WTY
<u>REMOTE</u>	<ul style="list-style-type: none"> Period of Maintenance: Customer-Defined Targeted Response Time: Customer Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hours Per Day Corrective Maintenance: Customer Repairs Replacement Parts Target: Next Business Day Microcode Updates: Customer Engineering Field Changes: Customer Preventative Maintenance: Customer Hi-Track: Remote Electronic Monitoring ✓ Check Local Availability 	✓	✓
<u>WEEK DAY BASIC</u>	<ul style="list-style-type: none"> Period of Maintenance: Local Business Hours, Mon - Fri Targeted Response Time: Next Business Day Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hours Per Day Corrective Maintenance: Repairs Local Business Hours: Mon-Fri Replacement Parts Target: Next Business Day Microcode Updates: Local Business Hours: Mon-Fri Engineering Field Changes: Local Business Hours: Mon-Fri Preventative Maintenance: Local Business Hours: Mon-Fri Hi-Track: Remote Electronic Monitoring ✓ Check Availability: Typically 50 Miles 80 Kilometers HDS Service Center 	✓	✓
<u>STANDARD</u>	<ul style="list-style-type: none"> Period of Maintenance: 7 Days Per Week 24 Hours Per Day Targeted Response Time: Four (4) Hours Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hours Per Day Corrective Maintenance: Repairs 7X24 7 Days Per Week 24 Hrs Per Day Replacement Parts Target: Next Business Day Critical ASAP [4 Hrs] Microcode Updates: Local Business Hours: Mon-Fri Engineering Field Changes: Local Business Hours: Mon-Fri Preventative Maintenance: Local Business Hours: Mon-Fri Hi-Track: Remote Electronic Monitoring ✓ Check Availability: Typically 50 Miles 80 Kilometers HDS Service Center 	✓	✓

WARRANTY MAINTENANCE & SUPPORT SERVICES [Continued]

WMS SERVICE	DESCRIPTION	WTY	POST WTY
<u>PREMIUM</u>	<ul style="list-style-type: none"> Period of Maintenance: 7X24 7 Days Per Week 24 Hours Per Day Targeted Response Time: Two (2) Hours Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hrs Per Day Corrective Maintenance: Repairs Replacement Parts Target: Next Business Day Critical ASAP [2 Hrs] Microcode Updates: 7X24 7 Days Per Week 24 Hrs Per Day Engineering Field Changes: 7X24 7 Days Per Week 24 Hrs Per Day Preventative Maintenance: 7X24 7 Days Per Week 24 Hrs Per Day Hi-Track: Remote Electronic Monitoring ✓ Check Availability: Typically 50 Miles 80 Kilometers HDS Service Center 	✓	✓
<u>DISK RETENTION OPTION [DRO]</u>	<ul style="list-style-type: none"> ♦ OPTION: Any & All WMS Offerings or Services ♦ Requisite: WMS Offering or Service ♦ Forgives The Return Of Defective Media Billable Non-Returned Media ♦ WMS Terms 2.b [This Host Document] ♦ All Media: HDD SSD FMD Etc – All Platforms All Products 	✓	✓
<u>SOFTWARE SUPPORT</u>	<ul style="list-style-type: none"> ♦ Call Logging 7X24 7 Days Per Week 24 Hrs Per Day ♦ Telephone Support 7X24 7 Days Per Week 24 Hrs Per Day ♦ Updates Releases ♦ Severity Level Driven Response ♦ Additional Software Support terms and conditions for the Pentaho Programs are as set forth in Attachment E. 	✓	✓
<u>BASIC* SELF SERVICE [HSMS ONLY]</u>	<ul style="list-style-type: none"> Period of Maintenance: Customer-Defined Targeted Response Time: Customer Call Logging: HDS Telephone Support: Local Business Hours Monday-Friday Corrective Maintenance: Customer Repairs Replacement Parts Target: Two (2) Business Days Microcode Updates: Customer Engineering Field Changes: Customer Preventative Maintenance: Customer Hi-Track: Remote Electronic Monitoring ✓ Check Local Availability 	✓	✓
	BASIC SELF SERVICE = REMOTE Variation		
<u>ENHANCED* SELF SERVICE [HSMS ONLY]</u>	<ul style="list-style-type: none"> Period of Maintenance: Customer-Defined Targeted Response Time: Customer Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hours Per Day Corrective Maintenance: Customer Repairs Replacement Parts Target: Next Business Day Microcode Updates: Customer Engineering Field Changes: Customer Preventative Maintenance: Customer Hi-Track: Remote Electronic Monitoring ✓ Check Local Availability 	✓	✓
	ENHANCED SELF SERVICE = REMOTE		

WARRANTY MAINTENANCE & SUPPORT SERVICES [Continued]

WMS SERVICE	DESCRIPTION	WT Y	POST WTY
<u>WARRANTY*</u> [VSP ONLY]	<ul style="list-style-type: none"> Period of Maintenance: 7 Days Per Week 24 Hours Per Day Targeted Response Time: Four (4) Hours Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hours Per Day Corrective Maintenance: Repairs 7X24 7 Days Per Week 24 Hrs Per Day Replacement Parts Target: Next Business Day Critical ASAP [4 Hrs] Microcode Updates: Local Business Hours: Mon-Fri Engineering Field Changes: Local Business Hours: Mon-Fri Preventative Maintenance: Local Business Hours: Mon-Fri Hi-Track: Remote Electronic Monitoring ✓ Check Availability: Typically 50 Miles 80 Kilometers HDS Service Center 	✓	
	WARRANTY = STANDARD		
<u>MAINTENANCE*</u> [VSP ONLY]	<ul style="list-style-type: none"> Period of Maintenance: 7 Days Per Week 24 Hours Per Day Targeted Response Time: Four (4) Hours Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hours Per Day Corrective Maintenance: Repairs 7X24 7 Days Per Week 24 Hrs Per Day Replacement Parts Target: Next Business Day Critical ASAP [4 Hrs] Microcode Updates: Local Business Hours: Mon-Fri Engineering Field Changes: Local Business Hours: Mon-Fri Preventative Maintenance: Local Business Hours: Mon-Fri Hi-Track: Remote Electronic Monitoring ✓ Check Availability: Typically 50 Miles 80 Kilometers HDS Service Center 		✓
	MAINTENANCE = STANDARD		
<u>WARRANTY PLUS*</u> [VSP ONLY]	<ul style="list-style-type: none"> Period of Maintenance: 7X24 7 Days Per Week 24 Hours Per Day Targeted Response Time: Two (2) Hours Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hrs Per Day Corrective Maintenance: Repairs 7X24 7 Days Per Week 24 Hrs Per Day Replacement Parts Target: Next Business Day Critical ASAP [2 Hrs] Microcode Updates: 7X24 7 Days Per Week 24 Hrs Per Day Engineering Field Changes: 7X24 7 Days Per Week 24 Hrs Per Day Preventative Maintenance: 7X24 7 Days Per Week 24 Hrs Per Day Hi-Track: Remote Electronic Monitoring ✓ Check Availability: Typically 50 Miles 80 Kilometers HDS Service Center 	✓	
	WARRANTY PLUS = PREMIUM		
<u>MAINTENANCE PLUS*</u> [VSP ONLY]	<ul style="list-style-type: none"> Period of Maintenance: 7X24 7 Days Per Week 24 Hours Per Day Targeted Response Time: Two (2) Hours Call Logging: HDS Telephone Support: 7X24 7 Days Per Week 24 Hrs Per Day Corrective Maintenance: Repairs 7X24 7 Days Per Week 24 Hrs Per Day Replacement Parts Target: Next Business Day Critical ASAP [2 Hrs] Microcode Updates: 7X24 7 Days Per Week 24 Hrs Per Day Engineering Field Changes: 7X24 7 Days Per Week 24 Hrs Per Day Preventative Maintenance: 7X24 7 Days Per Week 24 Hrs Per Day Hi-Track: Remote Electronic Monitoring ✓ Check Availability: Typically 50 Miles 80 Kilometers HDS Service Center 		✓
	MAINTENANCE PLUS = PREMIUM		

PORTFOLIO WMS OFFERINGS OVERVIEW				
DELIVERABLE	WARRANTY MAINTENANCE SUPPORT OFFERINGS			
	REMOTE	WEEK DAY BASIC	STANDARD	PREMIUM
PERIOD OF MAINTENANCE	CUSTOMER	✓ LOCAL BUS HRS MON – FRI	✓ 7 X 24	✓ 7 X 24
ONSITE RESPONSE TIME -TARGETED-	CUSTOMER	✓ NEXT BUS DAY	✓ 4 HRS	✓ 2 HRS
HOTLINE CALL LOGGING	✓	✓	✓	✓
TELEPHONE SUPPORT -TARGETED-	✓ SEVERITY*	✓ SEVERITY*	✓ SEVERITY*	✓ SEVERITY*
CORRECTIVE MAINTENANCE	CUSTOMER -CRU-	✓	✓	✓
REPLACEMENT PARTS -TARGETED-	✓ NEXT BUS DAY	✓ NEXT BUS DAY	✓ NEXT BUS DAY CRITICAL ASAP	✓ NEXT BUS DAY CRITICAL ASAP
PREVENTATIVE MAINTENANCE	CUSTOMER	✓ LOCAL BUS HRS M-F	✓ LOCAL BUS HRS M-F	✓ 7 X 24
MICROCODE UPDATES	CUSTOMER	✓ LOCAL BUS HRS M-F	✓ LOCAL BUS HRS M-F	✓ 7 X 24
ENGINEERING FIELD CHANGES	CUSTOMER	✓ LOCAL BUS HRS M-F	✓ LOCAL BUS HRS M-F	✓ 7 X 24
REMOTE MONITORING -HI-TRACK-	✓	✓	✓	✓
SOFTWARE SUPPORT -HDS- -TARGETED-	✓ SEVERITY*			
DISK RETENTION OPTION -DRO-	✓	✓	✓	✓
DISK RETENTION OPTION DRO: Forgives Defective Media Return & Any Billable Subsystem Customer Non-Returned Media. All Media, All Products [HDD SSD FMD Etc] WMS Terms 2.b – This Host Document				
NOTES	SMS Only BASIC SS ENHANCED SS	Excludes: Public Holidays	VSP Only WARRANTY MAINTENANCE	VSP Only WARRANTY PLUS MAINTENANCE PLUS
		✓ Check Availability Typically 50 Miles 80 Kilometers : HDS Service Center ✓ Targeted deliverable response can vary by locations or geography ✓ Business hours /work week days can vary by locations or geography		
	*SEVERITY: Customer Business Impact [HDS-Defined Vetted] Targeted telephone technical support response varies by client impact classification: [Sev Level]			

WMS AVAILABILITY MATRIX				
PRODUCT FAMILY	WARRANTY MAINTENANCE SUPPORT OFFERINGS			
	REMOTE	WEEK DAY BASIC	STANDARD	PREMIUM
HSMS* Hitachi Simple Modular Storage HSMS SMS	✓ <u>BASIC</u> <u>ENHANCED</u>	✓		
WMS* Workgroup Modular Storage WMS 100		✓	✓	✓
AMS* Hitachi Adaptable Modular Storage AMS 200 500 1000		✓	✓	✓
AMS 2000 Hitachi Adaptable Modular Storage AMS 2100 2300 2500		✓	✓	✓
HUS Hitachi Unified Storage HUS 110 130 150	HUS 110 Special	✓	✓	✓
HUS VM Hitachi Unified Storage VM HUS VM		✓	✓	✓
HNAS FILE Hitachi Network Attached Storage HNAS FILE		✓	✓	✓
NSC* Hitachi Network Storage Controller NSC 55		Post Warranty Special	✓	✓
USP USP V* Universal Storage Platform USP USP V USP VM		Post Warranty Special	✓	✓
VSP Virtual Storage Platform VSP		Post Warranty Special	✓ <u>WARRANTY</u> <u>MAINTENANCE</u>	✓ <u>WARRANTY PLUS</u> <u>MAINTENANCE</u> <u>PLUS</u>
VSP G1000 Virtual Storage Platform VSP G1000		Post Warranty Special	✓	✓
COMPUTE BLADE Hitachi Compute Blade CB XXXX	Post Warranty Special	✓	✓	✓
COMPUTE RACK Hitachi Compute Blade CR XXXX	Post Warranty Special	✓	✓	✓

WMS AVAILABILITY MATRIX [Continued]				
PRODUCT FAMILY	WARRANTY MAINTENANCE SUPPORT OFFERINGS			
	REMOTE	WEEK DAY BASIC	STANDARD	PREMIUM
HBA Host Bus Adapters Various HBA	✓ Return-to-Factory			
HDI Remote Server Hitachi Data Ingestor Remote Server HDI R/S	✓ Return-to-Factory Warranty Only			
SOFTWARE Various HDS Support All	✓ -Call Logging -Telephone Support -Updates Releases			
CONVERGED SOLUTIONS Various HDS UCP HCAP HCP HDI Etc.	- Warranty Maintenance & Support Provided Via Solution Embedded Components - Offerings & Terms: Embedded Solution Components [Each] - Aligned / Layered to the Highest Service Level & Cotermious Duration			
THIRD PARTY HW SW Various Brocade Cisco Etc.	- HDS Direct Pass-Thru Resell Vendor Defined Maintenance Support Offering & Terms - HDS Vendor- Partnered Support HDS Maintenance Support Offerings & Terms [This Host Document]			
DISK RETENTION OPTION DRO Various All HDD SSD FMD	✓ Optional Add-On WMS Service	✓ Optional Add-On WMS Service	✓ Optional Add-On WMS Service	✓ Optional Add-On WMS Service
NOTES	Product warranty conditions & durations defined in the Product Warranty Terms ■ Denotes Legacy End-of-Life Sunset Product			
	- Targeted deliverable response can vary by location or geography - Business hours / work week days can vary by location or geography			

ATTACHMENT D

Remote Monitoring Service | Hi-Track®

HI-TRACK DESCRIPTION		
<ul style="list-style-type: none"> Remote Monitoring Service System Free-Of-Charge Support Feature / Facility – WMS Offerings Continuous Monitoring Round-The-Clock 24 Hours Per Day 7 Days Per Week Secure Controlled Access: Layered Encryption & Authentication Advanced Systems Diagnostics – Engineering Design Embedded Proactive Predictive Fault Isolation Reports System Incidents / Potential Problems Facilitates / Enables Real-Time Rapid-Action Expert Troubleshooting Integrated & Linked – HDS Support Services Management Systems Provides And Facilitates Trend Analysis And Analytics Customer System Site Installation / Implementation Customer Requisite: Access & Required Equipment Telecommunications, Etc. Hi-Track® – HDS Proprietary Property HDS Sole Discretionary Use 		
HI-TRACK AVAILABILITY MATRIX		
PRODUCT NAME	FAMILY	AVAILABILITY
<u>HSMS*</u>		✓
<u>WMS*</u>		✓
<u>AMS*</u>		✓
<u>AMS 2000</u>		✓
<u>HUS</u>		✓
<u>HUS VM</u>		✓
<u>HNAS FILE</u>		✓
<u>NSC*</u>		✓
<u>USP VM*</u>		✓
<u>USP USP V*</u>		✓
<u>VSP</u>		✓
<u>VSP G1000</u>		✓
<u>COMPUTE BLADE</u>		✓
<u>COMPUTE RACK</u>		✓
<u>HDI REMOTE SERVER</u>		
<u>SOFTWARE</u>		
<u>THIRD PARTY HW</u>		✓
<u>HBA HOST BUS ADAPTERS</u>		
<u>CONVERGED SOLUTIONS</u>		✓
		SUBSYSTEM SUBASSEMBLY [EACH]
NOTES: * Denotes Legacy End-Of-Life Sunset Products		

ATTACHMENT E

SUPPORT SUMMARY FOR PENTAHO SOFTWARE PROGRAMS

Introduction. This Support Summary is an attachment to the HDS Warranty and Maintenance and Support Online Terms, which supplement and are governed by, the HDS Direct Purchasing Agreement, including the HDS Basic Software Online Terms between HDS and You (collectively the "**Agreement**"). This Support Summary applies only when Pentaho provides Support and Maintenance directly to You. Unless otherwise defined in this Support Summary, any capitalized term used in this Support Summary will have the meaning given it in the Agreement. In the event of any inconsistencies between the terms of the Agreement and the terms of this Support Summary, notwithstanding anything to the contrary in the Agreement, the terms of this Support Summary will control.

1. **Additional Definitions.** For purposes of this Support Summary, the following additional definitions will apply.
 - "**Business Day**" means Monday through Friday, excluding local holidays.
 - "**Business Hours**" means 9am to 5pm Local Standard Time on a Business Day.
 - "**Error**" is a reproducible and documented error in a Program operating in a Production Environment where a Program does not substantially conform to the Published Specifications.
 - "**Incident**" means the occurrence of an Error.
 - "**Major Release**" means a major release of a Program generally released to Pentaho customers and designated by a change in the first digit of the Program Version number (e.g. 2.x, 3.x, 4.x).
 - "**Minor Release**" means minor version releases of the same Program generally released to Pentaho customers and designated by a change in the number to the right of the decimal after the Major Release number (e.g. x.4, x.5, x.6).
 - "**Maintenance Release**" means the number to the right of the decimal after the Minor Release number (e.g. x.x.4, x.x.5, x.x.6).
 - "**Pentaho**" means Pentaho Corporation, a wholly owned subsidiary of HDS, who on behalf of HDS may be providing Maintenance and Support Services directly to You, solely in connection with the Pentaho Software Program(s) ("**Program(s)**") licensed under the Agreement.
 - "**Pentaho Support Portal**" means the webpages through which Pentaho offers Maintenance and Support information, and Maintenance and Support Services for Program related email notifications, and Program Version code.
 - "**Production Environment**" means any computer system running one or more Programs that: a) is being actively used to process data or provide information to the system's users, and b) is not being used for development or testing purposes.
 - "**Reproducible**" means a repeatable test case that isolates a particular behavior on supported hardware and software platform(s) and components documented on the Pentaho "Components Reference" website.
 - "**Service Pack**" means the number to the right of the decimal after the Maintenance Release number (e.g. x.x.x.4, x.x.x.5, x.x.x.6).
 - "**Update**" means the move within a Minor Release including any Service Packs or Maintenance Releases (2.2 to 2.3)
 - "**Upgrade**" means the move from a Major Release to another Major Release (2.x to 3.x)
 - "**Version**" is a generic term for code corrections, patches, Maintenance Releases, Minor Releases, and Major Releases of the same Program generally made available to Pentaho customers.
 - "**Work-around**" means a patch/hotfix, a configuration change, reasonable manual steps, roll back of previously made changes or a combination of the above. In certain circumstances a Work-around will be considered the final resolution of an issue.
2. **End-of-Life Policy.** When a new Major Release is released, the previous Major Release is no longer for sale and enters an "End-of-Life" transition period. During the End-of-Life transition period, Pentaho Maintenance and Support Services are offered in two phases.

- a. **Normal Support** - Normal Maintenance and Support is provided on the current Major Release and the immediately previous Major Release. During this time, Pentaho will continue to develop and provide Minor Releases, service packs, and Patch Releases necessary to maintain the Program in substantial conformance with the Published Specifications.
- b. **Limited Support** - Limited Maintenance and Support is available for the two previous Major Releases' level. During this time, Pentaho will provision existing service packs and existing Patch Releases necessary to maintain the Program in substantial conformance with the Published Specifications for a 12-month period. After this time, all Maintenance and Support for the Major Release will cease.
- c. Pentaho will give 12 months prior written notice before the End-of-Life of a current Major Release.

3. **Maintenance and Support Obligations.**

3.1 Versions. Pentaho will make all new Versions available to You when such Versions are made generally available to Pentaho's customer base. Pentaho will notify the Named Contacts of the availability of a new Versions through release notification emails based on the Named Contacts notification subscription settings.

3.2 Maintenance and Support Generally. Pentaho will provide Maintenance and Support Services to address Errors in the use of the Programs. All Maintenance and Support Services requests must be submitted through the Pentaho Support Portal and as otherwise reasonably directed by HDS. All Maintenance and Support Services will be provided in the English language only.

3.3 Error Correction. An Error correction may be provided in the form of a modification to the Program or a workaround. You will implement the applicable correction as soon as reasonably possible once provided by Pentaho. Pentaho may correct Errors as it determines in its discretion. If a reasonable Work-around is available, Pentaho reserves the right to downgrade the severity of the Error.

3.4 Cooperation. You will cooperate with Pentaho as reasonably requested in the resolution of Errors. You will provide Pentaho with access (via remote telecommunications and, if applicable, on-site access at Your premises) to the extent reasonably necessary to allow Pentaho to provide Maintenance and Support Services. If You cannot provide remote access, Pentaho may be unable to fix the Errors.

3.5 Test Code and Data. You will provide HDS or Pentaho with functioning test code and data that reproduces and isolates the Error. You will provide to HDS or Pentaho only non-personally identifiable data (whether that takes the form of "dummy" data or anonymized data). In addition, You will remove extraneous comments and code from the test code provided and to the extent possible, such code and data will be fully self-contained, automated and will demonstrate the precise Error reported rather than other possible problems. The Error must be reproducible on HDS' or Pentaho's test systems. If You cannot provide test code and data that reproduces the Error, HDS or Pentaho may be unable to resolve the Error. In such cases, HDS or Pentaho will work with You to assist in the development of a test case.

3.6 Named Contacts and Knowledge Base Users. The number of Named Contacts is limited as set forth in Table 1 below. The number of users that may access Pentaho's online "Knowledge Base" through the Pentaho Support Portal is limited as set forth in Table 1 below.

3.7 Hours. Pentaho representatives are generally available during Business Hours. All Incidents must be reported through the Pentaho Support Portal. Except as otherwise provided in this Section, replying to Incidents and solving Incidents is done during Business Hours.

3.8 24x7x365. 24x7x365 Support is only available for an Error in a Program causing the Program to be unusable, resulting in a critical impact on the operation of the Program with no Work-around available.

3.9 Assigned Architect. Enterprise Support includes the assignment of a solution architect ("Architect") to provide up to four (4) hours per week to:

- conduct sessions to demonstrate implementation best practices with Your Named Contacts;
- discuss topics such as integration techniques, solution design and architecture, implementation strategies, upgrade techniques, best practices, and performance tuning the Programs;
- coordinate and conduct sessions as needed between You and other architects or Pentaho subject matter experts; and,
- troubleshoot issues via VPN access to Your systems or in virtual replicas of Your solution if possible.

The accrual or roll-over of unused allocated weekly time is not permitted. Additional bandwidth can be provided via a mutually agreed upon Statement of Work. Pentaho will use commercially reasonable efforts, with Your cooperation, to build and maintain a virtual environment replicating Your solution.

3.10 Quarterly Account Reviews. Enterprise Support includes quarterly account reviews to discuss Your implementation of the Programs, to review any trends identified in the reported support cases, to listen to Your feedback and suggestions concerning Maintenance and Support Services, to report on the statistics concerning Maintenance and Support Services, and to discuss the status of the feature enhancements or new features requested by You.

Table 1 - Enterprise Support Features

Named Maintenance and Support Services Contacts (Primary/Backup)	2/1
Support Cases	Unlimited
Knowledge Base Users	20
Assigned Pentaho architect	Yes
One-on-one guidance, mentoring and best practice discussions	Yes
Management of feature requests and support cases	Yes
Scheduled technical sessions with Pentaho subject matter experts	Yes
Internal VM replicated customer environment for faster resolution	Yes

4. **Named Contacts**

The "**Named Contacts**" as registered with and approved by Pentaho, will be the sole contacts for Maintenance and Support Services requests and follow-up communications concerning Maintenance and Support Services. You may change such contacts by written notice to Pentaho. Each Named Contact must have full administrative access to all files, file systems and databases required for operation of the Programs. Named Contacts may not forward requests from other parties and must be able to act as the primary contact for any Maintenance and Support Services issues.

5. **Exclusions to Obligations**

Pentaho will not be obliged to provide Maintenance and Support Services arising out of any of the following events:

- In connection with any Versions that are not obtained via the Pentaho Support Portal
- Use in a Production Environment of any Version not marked as 'Generally Available'
- Any Version which has reached End-of-Life
- A failure of hardware, equipment or programs not provided by Pentaho
- Any cause or causes beyond the reasonable control of Pentaho (e.g. floods, fires, loss of electricity or other utilities)
- Your failure to comply with operating instructions contained in the Published Specifications
- Any modification, enhancement or customization of the Program by anyone other than Pentaho
- APIs, interfaces, web services or data formats other than those included with the Program

Exhibit C
SOFTWARE LICENSE TERMS

1. License Grant

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

- (a) to Use the Software solely on the HDS Equipment with which it is shipped, to enable the Equipment to function;
- (b) to Use the Software solely for Your internal business purposes, subject to the restrictions specified on any Equipment used in connection with the Software. For capacity-based Software, You will Use the Software up to the specified capacity purchased (e.g. number of Cores specified in an Order) on the relevant equipment, network, device or CPU. If You wish to exceed capacity, You must pay to HDS any additional license fees first;
- (c) if You are provided with Work Product under a Statement of Work, to Use, reproduce, copy and display the Work Product solely for Your internal business purposes. You obtain no title or ownership in any Software or Work Product or Maintenance Material under the Agreement or these License Terms, nor do You obtain any right to sublicense the Software, Work Product or Maintenance Material; and
- (d) if You have purchased "development/testing" licenses, You acknowledge that such licenses are intended for Use in Your development and testing environments only, and not in a Production Environment; and
- (e) if You have loaned Equipment from HDS, to Use the Software loaned to You as part of the Equipment for Your internal evaluation purposes, and subject to the additional terms set out in section 2 below.

The Software may be used only as provided in either machine-readable object code form or machine-compressed form, and the related Documentation may be used only in printed or electronic form. You must only Use the Software in accordance with the Published Specifications applicable to that Software and in compliance with applicable laws.

2. Software Evaluation License

Where You have been granted by HDS the right to Use the Software for Your evaluation purposes, You must Use the Software solely to evaluate its performance and functionality on the relevant Equipment with which the Software has been supplied by HDS, in Your internal business environment at the location, and only for the Designated Use, that You have agreed with HDS under the loan arrangement. Your right to Use the Software for such purpose will end upon the earlier of the expiration of the applicable loan period or termination of the loan arrangement.

3. Third Party Software

(a) Third Party Software may be embedded in the Hitachi proprietary Software that is branded as HDS and sublicensed directly to You under these License Terms. Other Third Party Software is provided to You subject to Third Party EULAs, which are available from HDS at Your request. Such EULAs may be in the form of shrink-wrap or click-through license agreements.

(b) You will have no recourse against HDS with respect to any Third Party Software, unless HDS is the stated licensor and then, only to the extent expressly provided for in such license. You are responsible to do whatever is necessary or required by the Third Party Licensor for the licenses and related terms to take effect (e.g. online registration).

(c) HDS warrants to You that the inclusion of Third Party Software or Open Source Software in the Products and Your acceptance of any Third Party EULAs or Open Source Software Licenses (or other similar agreements presented by Third Party Licensors) will not adversely affect Your use of the Product as contemplated under the Agreement.

4. Open Source Software

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