

End User License Agreement

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(i) each Party's liability under these License Terms is limited to direct damages for an amount not exceeding the greater of the total fees paid or owed by You under the applicable order and \$US 500,00.00; and

(ii) whether direct or indirect, neither Party will be liable for any loss of business, loss of revenue or profits, loss of economic advantage or goodwill, loss of use, lost or corrupted data; or any other indirect, punitive, special, incidental, or consequential damages, irrespective of how they arise.

For the avoidance of doubt, sub-sections (i) and (ii) will apply to a Party's liability for any personal data or data security breach, whether the liability arises under these License terms or under applicable law.

(b) The limitations and exclusions of liability above apply whether such liabilities or claims arise under breach of contract (including anticipatory breach or repudiation), tort (including negligence), statutory duty or otherwise (including in equity or common law) and even if the liable 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 these License Terms fails of its essential purpose.

14. Confidential Information.

Information exchanged by the Parties under these License Terms will be treated as confidential if it is expressly stated to be confidential or, in the circumstances and given the nature of the information, it reasonably appears to be confidential. Confidential information of a Party may only be used for purposes related to these License Terms and may be shared with the other Party's Affiliates, employees, subcontractors, agents and authorized representatives with a need to know such information to support those purposes. Each Party will protect the other Party's confidential information by using a reasonable degree of care to prevent unauthorized disclosure or use for three (3) years from the termination date of these License Terms. These obligations do not cover any information: (i) already known by, or which becomes known to, the receiving Party without an obligation of confidentiality; (ii) that has been developed by the receiving Party or its Affiliate independently of such confidential information or (iii) where disclosure is required by law or a governmental agency.

15. Personal Information.

If the Parties exchange any information that relates to an identified or identifiable individual that is considered "Personal Data" as part of any transaction made under these License Terms, the Parties will take all reasonably necessary steps to ensure that such Personal Data is transferred, processed, and handled in compliance with each Party's obligations under all applicable data protection laws. You will at all times remain the Data Controller (namely, the entity who is responsible to determine the purposes and means of processing the data) of any Personal Data that You provide to Hitachi. Hitachi will only use such Personal Data for any purposes necessary to carry out the supply of Software. Where applicable, the most current Data Privacy and Security Terms at <https://www.hitachivantara.com/en-us/pdf/legal/data-privacy-security-terms-customer.pdf> are incorporated and form part of these License Terms.

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If You export, import or otherwise transfer the Software, You agree to comply with all applicable export laws, restrictions, and regulations. You hereby certify that You are not a sanctioned party and are not owned (50 percent or more) or controlled by any sanctioned party listed on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List. You also agree not to use the Software in any restricted end-use, including but not limited to:

- (i) Any application in weapons of mass destruction (WMD) proliferation activities. This includes, but is not limited to, the design, development, production, stockpiling, or use of nuclear, chemical, or biological weapons or missiles.
- (ii) Military end use or supply to any military end-users.
- (iii) Engaging in activities contributing to internal or political repression, or the violation of human rights, or if You possess knowledge or reason to suspect that governments (particularly police forces, military, intelligence, and security services) or telecom

providers and/or data storage providers could be compelled to collaborate in human rights violations.

(iv) In the case of China (including Hong Kong) and Macau, participating in supercomputer and advanced technology node semiconductor manufacturing activities.

The above end-use restrictions are considered material obligations of these License Terms, and any violation thereof shall be deemed a material breach of these License Terms. You will indemnify, defend and hold harmless Hitachi and its Affiliates and their respective employees, subcontractors, agents and authorized representatives for all losses arising directly or indirectly from any violation(s) or alleged violation(s) of any such applicable laws, regulations and requirements (including Your breach of this Section 16) by You or Your employees, subcontractors, agents and authorized representatives. Each Party will comply with all applicable laws and regulations, including those relating to trade control, anti-corruption and bribery, including but not limited to the U.S. Export Administration Regulations, the U.S. economic sanctions and the U.S. Foreign Corrupt Practices Act. Hitachi may suspend its performance under this Agreement to the extent required by applicable laws to either Party. This Section shall persist beyond the termination or expiration of the Agreement.

17. Termination of License

Subject to Section 3(b) above, Your license in the Software is effective until its termination or expiration. Your license in the Software and any Software support services will terminate if You are in breach of these License Terms or if you fail to pay any portion of the applicable license fee and You fail to cure the breach in accordance with the terms of these License Terms. Upon termination or expiration of a license, You must destroy or disable all copies of the Software and Documentation.

18. Disputes.

The Parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to these License Terms. Either Party may initiate negotiations by providing written notice to the other party, setting out the subject of the dispute and the relief requested. The recipient will respond within ten (10) days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then authorized representatives of each Party will meet at a mutually agreeable time and place within fifteen (15) days of the date of the initial notice in order to resolve the dispute. If the dispute is not resolved by these negotiations, either Party may elect to pursue the dispute in a court of competent jurisdiction in the State of New York.

19. Governing Law. These License Terms will be governed and construed in accordance with the laws of the jurisdiction of the state of New York (without regard to its conflict of law principles), and the venue for any litigation will be the appropriate courts in Manhattan, New York. The United Nations Convention on Contracts for the International Sale of Goods and its implementing legislation will not apply to this Agreement.

20. Fees. Unless otherwise specified in the respective cloud marketplace, fees for Software and Software Support will be set out in Hitachi's invoice, as applicable, and are payable within thirty (30) days of the date of Hitachi's invoice without the right of any deduction, refund or set-off that is not expressly allowed in these License Terms. Failure to pay the full amount of fees as required may result in Hitachi: (i) charging interest on any overdue payments at the rate of 1.5% per month or the highest rate allowed by applicable law, if less, from the date the amounts are due until the date of payment in cleared funds; (ii) suspending delivery; and (iii) taking other actions available under these License Terms or applicable law. If there is a dispute regarding an invoice, the invoice remains payable by the due date and the dispute will be dealt with under Section 18. Hitachi is

not responsible for any third party issued payment-related processing fees, such as portal service fees, cloud marketplace service fees, etc.

21. Taxes. To the extent that withholding, value-added or similar taxes are required, the paying Party will exercise due care to determine whether relief is available under a tax treaty and if, despite this, withholding tax applies, the Paying party will: (i) deduct the withholding from the amount due; (ii) remit to the taxing authority the withheld amount; (iii) provide all appropriate documents to the invoicing party. The paying Party may provide to the invoicing Party any resale certificate, treaty benefits exemption certificate or other exemption document required to reduce or eliminate any taxes. The Parties will co-operate and assist each other to use the documents to reduce the taxes and if it is determined that a refund of any taxes is appropriate, to enable a timely collection of the refund.

22. Publicity. Subject to Section 14, Hitachi may refer to You as a customer of Hitachi, both internally and in externally published media. You must not use Hitachi's name in any publication, advertisement, or public announcement, nor disclose the results, existence, or content of these License Terms, without Hitachi's prior written consent. You grant to Hitachi and its Affiliates a worldwide, royalty-free, limited right to use Your company and brand name and/or logo in promotional materials within any medium, including press releases, presentations and customer references regarding any order. Hitachi agrees to obtain Your prior written approval for publicity that contains claims, quotes, endorsements or attributions by You, but Your approval cannot be unreasonably withheld.

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24. Software Support. Unless otherwise specified in the respective cloud marketplace, the Hitachi Warranty, Maintenance and Support Terms located at <https://www.hitachivantara.com/en-us/pdf/legal/warranty-maintenance-support-online-terms.pdf> set out Hitachi's terms and conditions related to the support of Software.

25. Defense of Claims. You will defend or settle any claim for which You have an indemnity obligation under these License Terms, at Your sole expense. If You fail to do so promptly, Hitachi may assume control of the defense of the claim at any time and You will reimburse Hitachi's reasonable expenses (including reasonable legal fees) in doing so, without limiting Your other obligations. You must not settle a claim without Hitachi's prior written approval.

26. General Terms.

(a) **Assignment and Transfer.** You must not sub-contract, assign, or otherwise transfer any of Your rights or obligations under these License Terms without Hitachi's prior written consent. You agree and acknowledge that Hitachi may engage subcontractors to perform any of its obligations, but Hitachi will remain responsible for their performance.

(b) **Notices.** Notices made under these License Terms must be in writing (printed or electronic format) to the appropriate representative of the recipient, as identified in these License Terms, or otherwise to a senior executive. Notices will be deemed given: (i) where they are hand delivered, when a duly authorized Personnel of the recipient gives written acknowledgement of receipt; (ii) for email communication, at the time the communication enters into the information system of the recipient; and (iii) for posting, three (3) days after dispatch.

(c) **Survival.** All rights and obligations of a Party that, by their nature, should survive the expiration of these License Terms will do so.

(d) **Waiver.** No waiver by a Party of any of its rights or remedies will be construed as a waiver by such Party of any other rights or remedies that the Party may have under these License Terms.

(e) **Modification.** Any modification to these License Terms must be in writing signed by each Party's authorized representative.

(f) **Third-party Beneficiaries.** There are no third-party beneficiaries to these License Terms.

(g) **Severability.** If any part of these License Terms is held to be invalid, illegal or otherwise unenforceable, that part will be eliminated to the minimum extent necessary, so that these License Terms will otherwise remain in full force and interpreted to reflect the original intent of the Parties.

(h) **Independent Contractors.** The Parties are independent contractors and there is no actual or deemed partnership, franchise, joint venture, agency, employment or other fiduciary relationship between the Parties.

(i) **Conflicts.** If there is a conflict among the following documents, then this descending order of precedence will apply: (i) these License Terms; (ii) Software support and fees as specified in the respective cloud marketplace; (iii) the Online Terms, as applicable; (iv) a Hitachi quote or other proposal; (iv) any other documents comprising the order.

(j) **Force Majeure.** Neither Party will be liable for performance delays nor for non-performance (including suspension) due to causes beyond its reasonable control, except for payment obligations.

(k) **Entire Agreement.** These License Terms (including all terms attached or incorporated by reference) are the entire agreement relating to their 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) **Miscellaneous.** Hitachi may withhold or rescind any of its rights of approval or consent at Hitachi's sole and absolute discretion.

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		ご購入頂いた 容量	有	無
1	VSP One SDS Block Media P-L111-JA900K	ご購入頂いた 容量	有	無
2	VSP One SDS Block Media 長期利用版 P-L111-JA900KL	ご購入頂いた 容量	有	無
3	VSP One SDS Block for EverFlex 媒体ライセンス P-CCL111-JA900K	ご購入頂いた 容量	有	有
4	VSP One SDS Block for EverFlex 媒体ライセンス 長期利用版 P-CCL111-JA900KL	ご購入頂いた 容量	有	有
5	VSP One SDS Block bare metal model Media P-L111-J0900K	ご購入頂いた 容量	有	無
6	VSP One SDS Block bare metal model Media 長期利用版 P-L111-J0900KL	ご購入頂いた 容量	有	無
7	VSP One SDS Block bare metal model EverFlex 向け 媒体ライセンス P-CCL111-J0900K	ご購入頂いた 容量	有	有
8	VSP One SDS Block bare metal model EverFlex 向け 媒体ライセンス 長期利用 版 P-CCL111-J0900KL	ご購入頂いた 容量	有	有
9	VSP One SDS Block for AWS Media P-L111-J1900K	ご購入頂いた 容量	有	無
10	VSP One SDS Block for AWS Media 長期利用版 P-L111-J1900KL	ご購入頂いた 容量	有	無

ソフトウェアのご使用条件

(使用許諾)

第1条 お客様は、「ソフトウェア使用追加条件書」に別途記載がない限り、本契約期間中、本ソフトウェアを「ソフトウェア一覧表」の「ライセンス許諾数」欄に記載の容量の範囲又はノード数において使用することができます。なお、本ご使用条件において「ノード数」とはプログラムを実行する装置の台数を、「使用する」とはコンピュータのRAM等の一時メモリに読み出すこと又はハードディスク等の固定メモリに組み込むことを、それぞれいうものとします。

2. 「ソフトウェア一覧表」の「電子マニュアル有無」欄に「有」と記載されている場合、お客様は、本ソフトウェアに係る電子マニュアルを、当該本ソフトウェアを本ご使用条件に従い使用するために必要な範囲で、次の各号の規定に基づき閲覧することができます。なお、電子マニュアルの取扱いは、本項に定めるほか、本ご使用条件第2条から第9条までに定める本ソフトウェアの取扱いを準用するものとします。

(1) 任意の数の装置の固定メモリに電子マニュアルの全部又は一部を組み込み、閲覧すること。 (2) 電子マニュアルの全部又は一部を用紙に複製し、当該複製により作成した複製物を閲覧すること。

(3) お客様の内部ネットワーク内のネットワークサーバ等の装置(以下「閲覧装置」といいます。)の固定メモリに電子マニュアルの全部又は一部を組み込み、当該閲覧装置に接続された任意の数のクライアント装置から閲覧装置内の電子マニュアルを閲覧すること。

(使用条件)

第2条 お客様は本ソフトウェアをバックアップの目的のために必要最小限の範囲でのみ複製することができます。

2. 複製されたソフトウェアの取扱いは原本の取扱いと同一とし、お客様は、本ご使用条件の定めに従ってのみ取り扱うとともに、その複製ソフトウェアのすべてに原本と同一の表示を行うものとします。

3. お客様は、本ソフトウェアの全部又は一部を逆アセンブル又は逆コンパイルすることはできません。

4. お客様は、本ソフトウェアを固定している記録媒体を廃棄する場合、固定された本ソフトウェアをあらかじめ必ず消滅するものとします。

(責任の制限)

第3条 ご購入時に当社からお客様に提供された本ソフトウェアの記録媒体に物理的な不具合があった場合に、お客様が本ソフトウェアを購入されてから1か月以内に当社に書面で申出をされたときは、当社は、当該記録媒体を無償で交換いたします。

2. 当社及び本ソフトウェアの著作権者は、本ソフトウェアの品質又は性能に関する保証を含め、本ソフトウェアに関し、前項に定めるほか、損害賠償その他一切の責任を負わないものとします。

(改変等の禁止)

第4条 お客様は、本ソフトウェアの全部若しくは一部を改変し、又は他のプログラムと結合してはならないものとします。

(権利の譲渡)

第5条 お客様は、本ソフトウェアを第三者に対し、事前に当社の承諾を得ない限り、有償であると無償であるとを問わず、譲渡、使用許諾、その他の方法で使用させてはならないものとします。

(輸出管理)

第6条 お客様は、本ソフトウェアの全部若しくは一部を単独で、又は他の製品と組み合わせ、若しくは他の製品の一部として、直接又は間接に次の各号に該当する取扱いをする場合は、日本国の「外国為替及び外国貿易法」の規制、米国輸出管理規則その他適用される日本国又は外国の輸出関連法規を確認の上、必要な手続きをとるものとします。

(1) 輸出するとき

(2) 海外へ持ち出すとき

- (3) 非居住者へ提供するとき又は使用させるとき
- (4) 前3号に定めるほか、日本国の「外国為替及び外国貿易法」又は外国の輸出関連法規に定めがあるとき

(使用の終了)

第7条 お客様が本ご使用条件に違反した場合、当社は、お客様の本ソフトウェアの使用を終了させることができます。

- 2. 前項の場合において、当社は、使用料をお客様に返還いたしません。

(使用終了時の措置)

第8条 お客様は、本ソフトウェアの使用を終了する場合(本契約終了時を含みます)、本ソフトウェアを消滅させることとします。

(追加条件書の取扱い)

第9条 「ソフトウェア一覧表」の「ソフトウェア使用追加条件書」欄に「有」と記載されているソフトウェアについては、「ソフトウェア使用追加条件書」の定めが併せて適用されるものとし、当該「ソフトウェア使用追加条件書」に本ご使用条件と異なる定めがある場合は当該定めが優先して適用されるものとし、

(管轄裁判所及び準拠法)

第10条 本契約に関する一切の紛争については、東京地方裁判所のみを管轄裁判所として処理するものとします

- 2. 本契約の成立、効力、解釈及び履行については、日本法に準拠するものとします。
- 3. 本契約のいずれかの条項が無効となった場合でも、他の本契約の各条項及び本契約の効力に影響を及ぼさないものとします。

(監査)

第11条 当社又は当社が指定する代理人は、30日前までに書面で通知することにより、お客様の本ソフトウェアの使用状況について、監査を行うことができるものとします。

- 2. お客様は、前項に定める当社又は当社が指定する代理人による監査に協力するものとします。
- 3. 当社又は当社が指定する代理人による監査の結果、お客様による本ご使用条件への違反が発見された場合、当社は、お客様に対し、当該違反によって当社に生じた損害及び監査費用を請求できるものとします。
- 4. 当社は、お客様が監査に協力することによってお客様に生じたあらゆる費用について責任を負わないものとします。

(契約期間)

第12条 本契約の有効期間は、本契約の成立時から1年間とします。

- 2. 前項の期間満了日の4週間前までに、お客様が当社に対して契約更新の申し出を行い、当社がこれを承諾した場合、本契約は同一条件で更新されるものとし、その後も同様とします。

(ライセンス許諾数の変更)

第13条 お客様は、本契約の有効期間中、ライセンス許諾数の変更を申し出ることができ、当社がこれを承諾した場合、ライセンス許諾数が変更されるものとします。この場合、(ライセンス許諾数に応じて)ライセンス料金も変更されるものとします。

この契約書に関するご不明点等につきましては、下記あてに書面にてご連絡くださいますようお願い申し上げます。

〒244-0817

横浜市戸塚区吉田町292番地 日立ヴァンタラ株式会社ハイブリッドクラウドプロダクトマネジメント部

以上

(用語等の説明)

ライセンス許諾数	「品名」欄に記載のライセンス許諾数を表示しています。なお、「ソフトウェア追加条件書」で、本許諾数に加えて、異なるライセンス形態の許諾数を記載している場合には、それぞれのライセンス形態のいずれの許諾数もご承諾いただく必要があります。
電子マニュアル有無	電子マニュアルが添付されている製品の場合「有」、添付されていない製品の場合「無」と表示しています。
ソフトウェア使用追加条件書	ソフトウェア使用追加条件書が添付されている製品の場合「有」、添付されていない製品の場合「無」と表示しています。

(注)「ソフトウェア使用追加条件書」欄に「有」の記載のあるソフトウェアにつきましては、該当番号の「ソフトウェア使用追加条件書」もご使用条件となりますので、必ず併せてご理解の上ご同意ください。

(注)ソフトウェア一覧表の各欄の説明は、「ソフトウェアのご使用条件」に続く「用語等の説明」をご参照ください。

第三者ソフトウェア使用許諾条件

第三者ソフトウェアの使用につきましては、本ご使用条件は適用されず、お客様は、第三者ソフトウェアで指定されている使用許諾条件に従うものとします。本ソフトウェアに含まれる第三者ソフトウェアの名称及び当該第三者ソフトウェアの使用許諾条件につきましては、本ソフトウェアの記録媒体 に格納されている「license_set.zip」を参照ください。