

SUPPORT TERMS FOR HITACHI BIG DATA AND ANALYTICS PRODUCTS

If You have a Direct Purchase Agreement or other form of supply agreement in place with Hitachi Vantara Corporation or its Affiliate (“HITACHI”) or a HITACHI Partner (“Agreement”), these Support Terms, along with all of the terms incorporated herein by reference (together, these “Support Terms”) will apply to, and must be read together with the terms and conditions in the Agreement. Unless otherwise defined in these Support Terms, capitalized terms used in these Support Terms will have the meaning as defined in the Agreement. If there is any inconsistency between the terms of the Agreement and these Support Terms, notwithstanding anything to the contrary in the Agreement, these Support Terms will prevail to the full extent of the inconsistency.

These Support Terms apply only when HITACHI provides Maintenance and Support Services directly to You for the Big Data and Analytics Product. Maintenance and Support Services on other HITACHI Products will be under the HITACHI Warranty Maintenance and Support Terms (“WMS Terms”).

For further descriptions of the Service Plans and other Service related details with respect to the Maintenance and Support Services coverage for the Big Data and Analytics Product, please refer to the information located at <https://www.hitachivantara.com/en-us/pdf/specifications/hitachi-support-service-descriptions-and-deliverables.pdf> and the Plan descriptions set at <https://www.hitachivantara.com/en-us/services/customer-support.html> (“Service Descriptions”). The Service Descriptions form part of, and are incorporated by reference into these Support Terms. You agree and acknowledge that HITACHI may update the Service Descriptions from time to time and the updates will form part of, and will be incorporated into these Support Terms, as and from their date of publication.

1. Additional Definitions.

For purposes of these Support Terms, the following additional definitions will apply:

Affiliate: in relation to a party, means a business entity controlled by, controlling or under common control of such party, where “control” means owning or controlling the majority (more than 50%) of the voting rights, either directly or indirectly, or, if no voting stock exists, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of the concerned entity. In the case of HITACHI, Affiliate also means Hitachi Limited and any business entity controlled by Hitachi Limited. However, Affiliate does not include any HITACHI Partner or HITACHI Service Partner.

Big Data and Analytics Product: the commercial enterprise edition Versions of the Pentaho data integration and analytics software programs that HITACHI licenses, in object code, to You on a term, subscription or perpetual basis.

Business Day: Monday through Friday, excluding local holidays.

Business Hours: 9am to 5pm Local Standard Time on a Business Day.

Error: a reproducible and documented error in a Big Data and Analytics Product operating in a Production Environment that causes the Big Data and Analytics Product to fail to operate in accordance with its Published Specifications.

HITACHI Support Portal: the webpages through which HITACHI offers Maintenance and Support Services information, and Maintenance and Support Services for the Big Data and Analytics Product related email notifications, and Product Version code.

HITACHI Partner: a HITACHI authorized reseller or distributor.

HITACHI Service Partner: a third party authorized by HITACHI to provide Maintenance and Support Services on HITACHI Products.

Incident: the occurrence of an Error.

Maintenance and Support Services: Error correction and other services to be performed by HITACHI, as set out in Section 3 generally.

Major Release: a major release of a Big Data and Analytics Product generally released to HITACHI 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: a minor version release of the Big Data and Analytics Product generally released to HITACHI 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: the number to the right of the decimal after the Minor Release number (e.g. x.x.4, x.x.5, x.x.6).

Production Environment: any computer system running one or more instances of the Big Data and Analytics Product that: (i) is being actively used to process data or provide information to the system’s users; and (ii) is not being used for development or testing purposes.

Reproducible: a repeatable test case that isolates a particular behavior on supported hardware and software platform(s) and components documented on the HITACHI “Components Reference” website.

Service Pack: 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: the move within a Minor Release including any Service Packs or Maintenance Releases (2.2 to 2.3)

Upgrade: the move from a Major Release to another Major Release (2.x to 3.x)

Version: a generic term for code corrections, patches, Maintenance Releases, Minor Releases, and Major Releases of the same Big Data and Analytics Product generally made available to HITACHI customers.

Work-around: 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.

Support for each Major Release of the Big Data and Analytics Product is provided on a “Normal” and “Limited” basis, depending on the number of Major Releases that have been released subsequent to it.

- (a) **Normal Support** – “Normal Support” means making all Minor Releases, Maintenance Releases, Service Packs available for a Major Release to ensure that the Big Data and Analytics Product conforms with the Published Specifications. Normal Support is provided for the current Major Release and the immediately preceding Major Release. For instance, if the current Major Release is Version X, Normal Support is offered for Major Release Version X and Major Release Version (X -1).
- (b) **Limited Support** – “Limited Support” means making pre-existing Service Packs and Maintenance Releases available for a Major Release that has been superseded by two additional Major Releases for a period of twelve (12) months. For instance, if the current Major Release is Version X, Limited Support is available for Major Release Version (X -2). After this time, all Limited Support for Major Release Version (X -2) will cease. If You require Maintenance and Support Services for the retired Major Release Version (X -2) after this period, HITACHI and You will agree in writing on the scope of such Maintenance and Support Services including the applicable fees prior to HITACHI commencing any such Maintenance and Support Services.

3. Maintenance and Support Obligations.

3.1 Versions. HITACHI will make all new Versions available to You when such Versions are made generally available to HITACHI’s customer base. HITACHI 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 Services Generally. HITACHI will provide Maintenance and Support Services to address Errors in the use of the Big Data and Analytics Product. All Maintenance and Support Services requests must be submitted through the HITACHI Support Portal and as otherwise reasonably directed by HITACHI. 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 Big Data and Analytics Product or a Work-around. You will implement the applicable correction as soon as reasonably possible once provided by HITACHI. HITACHI may correct Errors as it determines in its discretion. If a reasonable Work-around is available, HITACHI reserves the right to downgrade the severity of the Error.

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

3.5 Test Code and Data. You will provide HITACHI with functioning test code and data that reproduces and isolates the Error. You will provide to HITACHI 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 HITACHI’s test systems. If You cannot provide test code and data that reproduces the Error, HITACHI may be unable to resolve the Error. In such cases, HITACHI 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 HITACHI’s online "Knowledge Base" through the HITACHI Support Portal is limited as set forth in Table 1 below.

Table 1: Support Features

| Support Plan Features | Limited | Standard | Premium | Enterprise |
|---|---------|-----------|-----------|------------|
| Named Support Contacts (Primary/Backup) | 1/1 | 1/1 | 2/1 | 2/1* |
| Support Cases | 12 | Unlimited | Unlimited | Unlimited |
| Knowledge Base Users | 5 | 5 | 20 | 20 |
| Assigned HITACHI Architect | No | No | No | Yes |
| One-on-one guidance, mentoring and best practice discussions | No | No | No | Yes |
| Management of feature requests and support cases | No | No | No | Yes |
| Scheduled technical sessions with Big Data and Analytics Product subject matter experts | No | No | No | Yes |
| Internal virtual machine replicated customer environment for faster resolution** | No | No | No | Yes |

* *The number of Named Support Contacts for Enterprise is a minimum of 2 Primary and 1 Backup. The number may increase depending on the total number of Cores and/or Nodes purchased, as indicated in the applicable Order.*

** *HITACHI will make commercially reasonable efforts to maintain a virtual environment with sample data from You.*

3.7 **Hours.** HITACHI representatives are generally available during Business Hours. All Incidents must be reported through the HITACHI 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 Big Data and Analytics Product causing the Big Data and Analytics Product to be unusable, resulting in a critical impact on the operation of the Big Data and Analytics Product 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 Big Data and Analytics Product;
- coordinate and conduct sessions as needed between You and other architects or Big Data and Analytics Product subject matter experts; and,
- trouble-shoot 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 as a separate service, subject to HITACHI and You signing a mutually agreed upon Statement of Work. HITACHI 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 Big Data and Analytics Product, 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.

4. Named Contacts

The “**Named Contacts**” as registered with and approved by HITACHI, 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 HITACHI. Each Named Contact must have full administrative access to all files, file systems and databases required for operation of the BDA Product. 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

HITACHI 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 HITACHI Support Portal
- Use in a Production Environment of any Version not marked as 'Generally Available'
- Any Version which has reached the end of “Limited Support”
- A failure of hardware, equipment or programs not provided by HITACHI
- Any cause or causes beyond the reasonable control of HITACHI (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 Big Data and Analytics Product by anyone other than HITACHI
- APIs, interfaces, web services, applications, extensions or data formats other than those included with the Big Data and Analytics Product.