

WARRANTY AND MAINTENANCE AND SUPPORT TERMS

If You have a Purchase Agreement in place with HDS (“Agreement”), these Warranty and Maintenance and Support Terms (“WMS Terms”) must be read together with any additional terms and conditions in the Agreement. Capitalized terms in these WMS Terms have the same meaning as defined in the Agreement. If there is any inconsistency between these WMS Terms and the Agreement, the Agreement will be the controlling document. If You do not have an Agreement in place with HDS or a service agreement with HDS or, where applicable, a HDS Authorized Service Provider (ASP), these WMS Terms (including the Additional Terms in Section 15) apply to the HDS warranty, installation, maintenance and support services purchased by You from an authorized HDS reseller.

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, 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 to another person or entity or otherwise You relocate the Equipment in any way and You don't first obtain the written consent of HDS (ii) where the Equipment 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 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 in any way (including any unauthorized attachments or additions to the Equipment) without the prior written consent of HDS; or (v) where you have infringed any rights of HDS in any Maintenance Material. 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 Service 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.

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 support 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 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 services directly from the vendor of the Third Party Product and not HDS.

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 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 (“**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.

15. Additional Terms and Conditions

The following additional terms and conditions apply if, and only if, You do not have an Agreement in place with HDS or a service agreement with HDS or, where applicable, a HDS Authorized Service Provider (ASP) and have purchased from an authorized HDS reseller.

Fees and Payment

You will pay the fees and charges for the Services set out in HDS’ invoice within 30 days from the invoice date. HDS may charge interest or suspend delivery of Services if payments are overdue. You must also pay for any Taxes arising from the transaction under these Terms whether or not these Taxes are included in HDS invoices.

Limitation of Liability

Except for liability arising from: death, bodily injury or damage to tangible property arising from HDS’ negligent acts or omissions, and for willful misconduct, in all cases and to the extent not prohibited by applicable law: (a) HDS’ maximum aggregate liability for all claims relating to these Terms, whether for breach of contract, breach of warranty or in tort, including negligence will be limited to fifty thousand US dollars (U.S. \$50,000) or monetary equivalent in the currency of the Local Service Jurisdiction, calculated on the date of the claim; (b) HDS will not be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of these Terms (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 HDS has previously been advised of the possibility of such damages. These limitations and exclusions apply even if an exclusive remedy provided for in these Terms fails of its essential purpose.

Governing Law

Unless it is agreed in writing that the laws of another jurisdiction will apply, the laws of the Local Service Jurisdiction will apply to these Terms and the venue for any litigation will be the appropriate courts in that state, province or country. 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 these Terms.

For the purposes of these Additional Terms, “Local Service Jurisdiction” shall mean the jurisdiction of the state, province or country in which the HDS entity that sold You the Product is located.

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>SOFTWARE</u>	90 DAYS 3 MOS	MEDIA ONLY
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 MEDIA ONLY			
<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 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 	✓	✓
<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 	✓	✓
<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 	✓	✓
	BASIC SELF SERVICE = REMOTE Variation		
	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	<u>CUSTOMER</u>	✓ LOCAL BUS HRS MON – FRI	✓ 7 X 24	✓ 7 X 24
ONSITE RESPONSE TIME -TARGETED-	<u>CUSTOMER</u>	✓ NEXT BUS DAY	✓ 4 HRS	✓ 2 HRS
HOTLINE CALL LOGGING	✓	✓	✓	✓
TELEPHONE SUPPORT -TARGETED-	✓ SEVERITY*	✓ SEVERITY*	✓ SEVERITY*	✓ SEVERITY*
CORRECTIVE MAINTENANCE	<u>CUSTOMER</u> -CRU-	✓	✓	✓
REPLACEMENT PARTS -TARGETED-	✓ NEXT BUS DAY	✓ NEXT BUS DAY	✓ NEXT BUS DAY CRITICAL ASAP	✓ NEXT BUS DAY CRITICAL ASAP
PREVENTATIVE MAINTENANCE	<u>CUSTOMER</u>	✓ LOCAL BUS HRS M-F	✓ LOCAL BUS HRS M-F	✓ 7 X 24
MICROCODE UPDATES	<u>CUSTOMER</u>	✓ LOCAL BUS HRS M-F	✓ LOCAL BUS HRS M-F	✓ 7 X 24
ENGINEERING FIELD CHANGES	<u>CUSTOMER</u>	✓ 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	<u>SMS Only</u> BASIC SS ENHANCED SS	Excludes Public Holidays	<u>VSP Only</u> WARRANTY MAINTENANCE	<u>VSP Only</u> WARRANTY PLUS MAINTENANCE PLUS
		<ul style="list-style-type: none"> ✓ 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	✓ BASIC ENHANCED	✓		
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	✓ WARRANTY MAINTENANCE	✓ WARRANTY PLUS MAINTENANCE PLUS
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
<u>HBA</u> Host Bus Adapters Various HBA	✓ Return-to-Factory			
<u>HDI Remote Server</u> Hitachi Data Ingestor Remote Server HDI R/S	✓ Return-to-Factory Warranty Only			
<u>SOFTWARE</u> Various HDS Support All	✓ -Call Logging -Telephone Support -Updates Releases			
<u>CONVERGED SOLUTIONS</u> Various HDS UCP HCAP HCP HDI Etc.	<ul style="list-style-type: none"> - Warranty Maintenance & Support Provided Via Solution Embedded Components - Offerings & Terms: Embedded Solution Components [Each] - Aligned / Layered to the Highest Service Level & Coterminous Duration 			
<u>THIRD PARTY HW SW</u> Various Brocade Cisco Etc.	<ul style="list-style-type: none"> - HDS Direct Pass-Thru Resell - Vendor Defined Maintenance Support Offering & Terms - HDS Vendor- Partnered Support - HDS Maintenance Support Offerings & Terms [This Host Document] 			
<u>DISK RETENTION OPTION</u> 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			
	<ul style="list-style-type: none"> ▪ 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