

HITACHI VANTARA CONSULTING SERVICES AGREEMENT

Effective date:	Agreement number:
Customer ("You"):	Hitachi Vantara ("Hitachi"):
Name:	Name: Hitachi Vantara Italia S.r.l. a s.u
Address:	Address: Assago (MI), via del Bosco Rinnovato 8, Palazzo U4, 20090
Tax Code:	Tax Code: 13321390158
Contact Person (for Notices):	Contact Person (for Notices): Regional Counsel

1. Parties and Scope. This Agreement sets out the terms under which You may purchase services from Hitachi for Your internal business use, including consulting and other professional services described further in Section 6 (together and respectively, "**Services**"). This Agreement includes any other documents incorporated by reference and their respective updates and replacements from time to time, including any statement of work and related documents for Services, including a written quote (collectively, a "**SOW**").

2. Quotes and SOWs. Hitachi will provide You with a SOW that sets out the details of the Services and related fees. To purchase from Hitachi, you must sign and return the SOW to Hitachi and, along with this Agreement, the SOW forms a separate and binding contract between the parties. Any terms and conditions set out or otherwise incorporated in any purchase order form or any related or similar documents that You supply will not be part of the SOW or any transaction with Hitachi. Each party's signature to a SOW signifies its acceptance, and You may not cancel a SOW within ten (10) business days of the scheduled Service commencement.

3. Affiliate Transactions. Your Affiliates located in the same country as You may use this Agreement to purchase Services and products from Hitachi by entering into a SOW with Hitachi in accordance with Section 2, in which case that Affiliate fully assumes Your rights and obligations under this Agreement for that SOW. Your Affiliates located in other countries may purchase Services from the Hitachi Affiliate nominated by Hitachi, by entering a participation agreement with the Hitachi Affiliate adopting the terms of this Agreement, as may be modified for localization purposes. All SOWs made under a participation agreement, including all rights and obligations of Your Affiliate, will only be between the parties who signed the participation agreement. In this Agreement, a party's "**Affiliate**" means an entity controlled by, controlling or under the common control of that party, where "control" means having a sufficient amount of voting shares to make corporate decisions for the entity. For Hitachi, Affiliate includes Hitachi, Ltd., and any business entity controlled by Hitachi, Ltd., but excludes Hitachi's distributors, resellers and authorized service providers (collectively, the "**Hitachi Group**").

4. Prices and Taxes. All prices quoted by Hitachi and all fees payable for Services are exclusive of any applicable taxes and duties. 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: (a) deduct the withholding from the amount due; (b) remit to the taxing authority the withheld amount; (c) 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.

5. Invoices and Payment. Fees for Services and invoice schedules, if applicable, will be set out in each SOW. Fees 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 this Agreement. Failure to pay the full amount of fees as required under this Agreement may result in Hitachi: (a) charging interest on any overdue payments at the rate from time to time set out by the applicable law (i.e. Italian legislative decree no. 231/2002), from the date the amounts are due until the

date of payment in cleared funds; (b) suspending delivery; and (c) taking other actions available under this Agreement 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 16. Hitachi is not responsible for any third party issued payment-related processing fees, such as portal service fees.

6. Services and SOW. Professional services may include consulting, data analytics, software enablement, data migration, data center assessments and any other services that the parties agree to from time to time. Without limiting the operation of any other part of this Agreement: (a) the SOW will set out the scope of Services and related deliverables, fees and reimbursable charges and will be signed by the parties' authorized representatives; (b) Hitachi will perform the Services and deliver all related deliverables in accordance with the SOW, subject to the terms of this Agreement; and (c) any changes to the Services, including scope, related deliverables, fees or other terms of a SOW must be agreed to by Hitachi and set out in a written change order signed by the parties' authorized representatives.

7. Services Performance and Deliverables. Hitachi warrants that it will provide the Services and all related Service deliverables to a standard that is reasonably expected of a supplier experienced in providing such Services under similar terms and conditions. Unless the SOW states otherwise, You are deemed to have accepted the Services and all related Service deliverables within thirty (30) days of Hitachi's performance or delivery, as applicable, unless You provide Hitachi with written notice of any defect against a relevant specification set out in the SOW within that period. Hitachi will promptly remedy the defect and if Hitachi fails to deliver that remedy, then provided that You promptly return the deliverable(s) and/or other relevant materials, Hitachi will refund you any pre-paid Fees for those items. These remedies comprise Hitachi's sole liability to You with respect to such breach of this Section 7 and Hitachi's other Service-related performance obligations under this Agreement.

8. Service Dependencies. In addition to any specific obligations that you have agreed to in a SOW, You will provide to Hitachi, on a timely basis, the information, facilities, staffing, decisions and co-operation as Hitachi reasonably expects of you as a recipient of the type of Services involved and you will ensure that any exclusions, dependencies and assumptions set out in the SOW are, respectively, correct and will be met. If this does not happen, You accept that the Services may not be performed as set out in the SOW, related targets and deliverables may not be met and that Hitachi is not liable for such consequences.

9. Intellectual Property Rights. Other than the rights expressly stated in the Agreement, Hitachi transfers no ownership of any intellectual property rights to You. Upon receipt of payment of the Fees in full, Hitachi grants to You a worldwide, non-exclusive, non-transferable, royalty-free license to use the Service deliverables solely for Your internal use. You hereby grant to Hitachi a worldwide, royalty free, non-exclusive license to use and reproduce any material provided by You, for the sole purpose of Hitachi's performance of Services under this Agreement.

10. Intellectual Property Rights Infringement. As its sole obligation and as Your sole remedy related to third-party intellectual property infringement, Hitachi will defend or settle any claim of any nature whatsoever against You alleging that a Hitachi-branded Service or deliverable provided to You infringes the intellectual property rights of a third party. Hitachi will rely on Your prompt notification of the claim and co-operation. Provided that You are not in material breach of this Agreement, Hitachi will, at its option and sole discretion: (a) secure the rights for You to continue to use the affected Service or deliverable; (b) modify the affected Service or deliverable so that it is not infringing; (c) replace the affected Service or deliverable with something that has substantially similar functionality; or (d) provide You with a pro-rated refund for the affected Service. Hitachi will not be liable to provide any of the remedies for any claims related to: (A) any technology or other material used in conjunction and/or combination with the Service or deliverable, including products or technology supplied to Hitachi by entities outside of the Hitachi Group for direct or indirect distribution ("**Third Party Products**"); (B) any design requirements or materials provided by You; or (C) any Service or deliverable that You have, or any person on Your behalf has: (i) used in an unauthorized manner; (ii) modified without the express written consent of Hitachi; or (iii) failed to use another version of the Service or deliverable that has been made available to You and which would have avoided the infringement.

11. Product. If You wish to purchase product from Hitachi and such product is not covered under a SOW, Hitachi may provide You with a written quote for the product and request You to issue a purchase order referencing the quote number and this Agreement, in which case the documents that You provide to Hitachi will become the “Order” and, along with this Agreement, the Order or series of related Orders form a separate and binding contract between the parties for the product purchase. Once You submit an Order to Hitachi, You may only change it with Hitachi’s express approval and You may not cancel an Order less than five (5) business days prior to product shipment. Except as expressly stated otherwise in this Agreement or any related documents, whether in the form of SOW or Order: (a) Hitachi provides Third Party Products to You without warranties or support of any kind, and (ii) licenses, warranties, indemnities as applicable and support for Third Party Products will be given by the relevant Suppliers in their agreements and support terms that Hitachi passes on to You or that You otherwise enter with such suppliers. For any Hitachi product supplied under this Agreement, the Online Terms at <https://www.hitachivantara.com/en-us/company/legal/terms-licensing-maintenance.html>, or attached as per Your request to this Agreement, apply as applicable for software licenses, product warranty, maintenance and support services and ‘as a service’ offerings. Hitachi will arrange for products to be shipped on Your behalf and at Your risk, and charge You accordingly, unless You notify Hitachi in writing not to do so. Where necessary, Hitachi may make partial deliveries of products and send You a corresponding partial invoice. Unless agreed otherwise in writing, delivery of products will be CIP as defined in Incoterms 2020 to Hitachi’s nominated delivery point.

12. Confidentiality. Information exchanged by the parties under this Agreement 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 this Agreement 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 this Agreement. 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. Notwithstanding the foregoing provisions of this section, Hitachi may in all events retain a copy of the Service deliverables, relevant supporting documentation and its working notes and memoranda prepared during the Services as necessary to substantiate its performance of the Services.

13. 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 SOW or Order under this Agreement, the parties will take all reasonably necessary steps to transfer, process, and handle such Personal Data 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 Service under a SOW or Order. Where and if 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 this Agreement.

14. Global Trade compliance. If You export, import or otherwise transfer Service or deliverables or any products that You purchase under this Agreement, You agree to comply with all applicable export laws, restrictions, and regulations. 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 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.

15. Limitation of Liability and Disclaimer of Warranties.

(a) Limitation of Liability. Except for physical bodily injury, death, willful misconduct, fraud, claims for non-payment, infringement of Hitachi's intellectual property rights, breaches of confidentiality, or a party's indemnification obligations under this Agreement and to the maximum extent permitted by law:

(i) each party's liability under this Agreement is limited to direct damages for an amount not exceeding the greater of the total fees paid or owed by You under the applicable SOW or Order(s) and €500,000; 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 this Agreement 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), tort (including negligence), statutory duty or otherwise 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 this Agreement fails of its essential purpose.

(c) Disclaimer of Warranties. Except as specified in this agreement, including the online terms, all express or implied conditions, representations and warranties, including any implied warranties or condition of merchantability, interoperability, satisfactory quality, or fitness for a particular purpose and non-infringement, are excluded to the maximum extent permitted by law. Hitachi does not warrant that any of the services or products or deliverables will operate uninterrupted, securely or error free and will not be liable for costs of procurement of substitute items.

16. Disputes. The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. 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 according to Section 25.(a).

17. 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.

18. Term and Termination. This Agreement will start on the effective date that is stated at the head of this Agreement and will continue until a party terminates it by written notice, based on the other party: (i) committing a material breach of its terms that cannot be remedied or, failing to remedy one that can be remedied within thirty (30) days of the date of the non-breaching party's written notice to do so; or (ii) becoming unable to pay its debts when due or filing for or becoming subject to bankruptcy, receivership, administration, liquidation or similar asset assignment. The termination of this Agreement will not automatically terminate an Order or SOW, but a SOW may also be terminated upon written notice for the same causes stated above. A party may also terminate this Agreement without cause by giving the other party no less than thirty (30) days' prior written notice, provided that there are no outstanding Orders or SOWs. On the termination of this Agreement or an Order or SOW by Hitachi for cause as described in (i) or (ii) of this paragraph, as applicable, You must immediately pay to Hitachi all fees and other amounts due and outstanding, which You accept may entail a reduced payment period. If this Agreement, an Order or a SOW is terminated by You for cause as described in (i) or (ii) of this paragraph or by either party without cause, You will still be responsible to pay to Hitachi all fees and other amounts due and outstanding within the payment period set forth in this Agreement. Each party will promptly return to the other party all property of the other party that it no longer has a right to retain under this Agreement or otherwise under applicable law. All rights and obligations of a party that, by their nature, should survive the expiration or termination of this Agreement or an Order will do so.

19. Publicity. Subject to Section 12, 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 this Agreement or any SOW or Order, 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 Services transaction or related SOW or 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.

20. Background Checks. Hitachi will conduct background checks in accordance with applicable law for any employee or resource who is planned to perform Services for You, and will not assign an employee or resource to perform Services for You who has not successfully passed all elements of the criteria listed below (“**Background Check**”):

Background Check	Failure Criteria
Identity, including identifying numbers and identity documents	No identity evidence supplied
Right to work/Work permit information	No work authorization confirmed by government work authorities
Education history and qualification	Institution verifies individual never attended or degree has not been earned
5 Year Employment Verification	Past employment indication cannot be verified
Professional qualifications and registrations	Negative database match

Upon Your request, Hitachi will confirm in writing that its employees and resources delivering Services to You have passed a Background Check.

21. Insurance. For the term of this Agreement, Hitachi will carry the adequate amounts of the following insurance, having regard to the obligations under this Agreement which Hitachi is engaged to fulfill: Comprehensive General Liability; Professional Liability; and Employer’s Liability. Where permitted, Excess Umbrella Liability Coverage may be used to bridge limits.

22. Information Security. Hitachi will comply with its global standards for information security, which will be provided to You at Your request.

23. Offshore Services. You agree that Hitachi may subcontract the performance of Services under this Agreement to employees and other resources outside the European Union on a remote basis.

24. Your Policies and Procedures. Hitachi will ensure that its employees and resources will comply with any policies (by way of example, relating to safety and security at Your premises and acceptable use and security when using Your devices or accessing Your network) provided they are attached to the Agreement or an SOW at the time of signature.

25. General Terms

(a) **Governing Law.** This Agreement and all SOWS and Orders made under it will be governed and construed in accordance with the laws of Italy (without regard to its conflict of law principles), and the exclusive venue for any litigation will be the appropriate courts in Milan, Italy. The United Nations Convention on Contracts for the International Sale of Goods and its implementing legislation will not apply to this Agreement.

(b) **Assignment and Transfer.** You must not sub-contract, assign or otherwise transfer any of Your rights or obligations under this Agreement or any SOW or Order 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.

(c) **Notices.** All notices required by this Agreement will be in writing addressed to an appropriate representative of the recipient and given by certified or registered mail, return receipt requested, PEC or an overnight mail service that confirms delivery and will be deemed to be given when received by the intended recipient.

(d) **Modifications.** Any modifications to this Agreement must be in writing signed by each party's authorized representative.

(e) **Conflicts.** Unless expressly agreed otherwise and to the full extent applicable, if there is a conflict among the following documents, then this descending order of precedence will apply: (i) the terms of this Agreement; (ii) the Online Terms; (iii) a fully signed SOW; (iv) a Hitachi quote or other proposal; and (v) any other documents comprising an Order.

(f) **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 this Agreement.

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

(h) **Entire Agreement.** The Agreement (including all terms attached hereto or incorporated by reference) is the entire agreement relating to its subject matter and by agreement excludes all other written communications, understandings, proposals, representations and warranties (to the extent permitted by law).

(i) **Defense of Claims.** You will defend or settle any claim for which You have an indemnity obligation under this Agreement, 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.

(j) **Refunds.** To the extent that You are entitled under this Agreement to a refund of the fees that You have paid to Hitachi for: (i) any equipment and any software licensed under a perpetual term license, the refund will be less a straight-line depreciation, based on a 3-year useful life; (ii) any term based software programs, the refund will reflect the unexpired period of the license and associated maintenance and support services; and (iii) any Services, a pro-rated refund of fees for the Services delivered that are not in conformity with the warranty provided in Section 7.

(k) **Miscellaneous.** 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. The singular includes the plural and vice versa. All grammatical forms of a defined term are given a corresponding meaning. Words such as "including" are not intended to be words of limitation. No rule of construction applies to disadvantage the party that drafted the Agreement. Unless the parties expressly agree otherwise, these rules of interpretation apply to related documents under the Agreement, including the Online Terms and defined terms in the Agreement will also have the same meaning in such documents and *vice versa*.

26. Amendments for Italy. The terms and conditions of this Section 26 hereby are specific for Italian legislation, and - where applicable – they modify and integrate the terms of this Agreement to ensure that any transaction by and between the Parties agreed hereunder is in compliance with Italian laws as amended, supplemented and/or superseded from time to time.

(a) **Limitation of Liability.** Any limitation of liability between Hitachi and You under this Agreement will apply to the maximum extent permissible by applicable law (i.e. art. 1223 and 1229 of Italian Civil Code).

(b) **Ethics Code and Model 231.** You hereby represent to have knowledge of the Ethics Code and the organisational model pursuant to Italian Legislative Decree No. 231/2001 (so-called "Model 231") adopted by Hitachi and available at this link (<https://www.hitachivantara.com/en-us/pdf/legal/organisation-management-and-control-model-legislative-decree-no-231.pdf>), and You undertake to fulfil all the requirements and comply with all the obligations from time to time set forth thereunder, which shall form an integral and substantial part of this Agreement.

(c) **Anti-mafia legislation.** The parties will fully comply with the applicable legislation against mafia crimes (among which, in particular, Italian Legislative Decree No. 50/2016 and Italian Legislative Decree No. 159/2011).

(d) **Financial traceability.** The parties will fully comply with Law no. 136/2010 (including but not limited to article 3 of said Law), regarding cash-Traceability (*Tracciabilità dei Flussi Finanziari*) for public procurement. In this regard, each party will promptly notify the relevant public entities in case of other party's breach of said law.

(e) **Personnel and Health and Safety.** The parties, to the extent applicable to each, undertake to comply anytime with all applicable laws in the field of: (i) labour and social insurance, taking charge of the relevant costs (such as per art. 29 of Italian Legislative Decree No. 276/2003); (ii) health and safety and protection of the personnel including, by way of example, the provisions set out by Italian Legislative Decree No. 81/2008.

(f) **Provision of Services.** There will be no direct relationship between You on the one hand and the employees and resources of Hitachi on the other, and You will not exercise any power, supervision, control and/or governance over such employees and resources. Hitachi will be free to define the operational and professional aspects of its activity in favour of You (including the details on how such activity is performed) with organisational autonomy.

(g) **Documentation.** Hitachi will provide You with the relevant documents that are mandatory with respect to this Section 26. If any document is missing, incomplete or incorrect, You will promptly notify Hitachi, so as to allow Hitachi to integrate/rectify them as soon as commercially reasonable.

(h) **Express Termination.** Without prejudice to any other remedy provided for by law, pursuant to and for purposes of article 1456 of the Italian Civil Code, each Party shall be entitled to terminate this Agreement and the relevant Order (if any, and as far as it is not performed) in case of breach of any obligation under this Section 26 letters (b) (Ethics Code and Model 231), (c) (Anti-mafia legislation), (d) (Financial traceability) and (e) (Personnel and Health and Safety), by providing written notice to the other Party.

EXECUTED AS AN AGREEMENT:

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective authorized officers as of the effective date.

HITACHI VANTARA ITALIA S.R.L. A S.U	CUSTOMER
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

By signing the above, You also acknowledge and agree that You have read, examined and understood this Agreement and the Online Terms and, in accordance with Articles 1341 and 1342 of the Italian Civil Code, hereby expressly declare that You accept the following provisions:

- CONSULTING SERVICES AGREEMENT: 3 (Affiliate Transactions); 5 (Invoices and Payment); 8 (Service dependencies); 9 (Intellectual Property rights); 10 (Intellectual Property Rights Infringement); 14 (Global Trade Compliance); 15 (Limitation of Liabilities); 16 (Disputes); 17 (Force Majeure); 18 (Term and Termination); 25.(a) (Governing Terms); 26 (Amendments For Italy).

CUSTOMER
Signature:
Name:
Title:
Date: