

Exhibit D
INFORMATION SECURITY REQUIREMENTS

1. Introduction

These Information Security Requirements (the “ISR”) reflect the Parties’ agreement with respect to the minimum standards that the Supplier shall employ for the entire term of the Master Professional Services Agreement including any SOWs thereunder (collectively, the “MPSA”).

2. Definitions

Unless expressly defined in this ISR, all capitalized terms shall have the same meaning as in the MPSA. In this ISR, the following terms have the following meanings:

Hitachi Data: any Hitachi Data, including but not limited to data shared under or pertaining to the MPSA, Services, Deliverables, invoicing and business processes. Hitachi Data includes Hitachi Customer data.

Hitachi Systems: any Hitachi networks, computing systems, applications, cloud services that provide access to or store, process or transmit Hitachi Data.

Production Environment: Supplier Systems used to provide Services or Deliverables to Hitachi.

Restricted Hitachi Data: Hitachi Data classified as Hitachi Vantara Restricted, including, but not limited to, personal information, intellectual property, financial plans and other sensitive information.

Supplier Systems: Supplier networks, computing systems, applications and/or cloud services that access, provide access to, store, process or transmit Hitachi Data or access Hitachi Systems.

Test And Development Environment: Supplier Systems used for the purpose of development and/or testing a service, but not directly used deliver Services or Deliverables to Hitachi or Hitachi’s Customer.

3. General Requirements

(a) Supplier will maintain organizational, physical and technical safeguards that meet or exceed industry best practices – e.g. as set forth in ISO/IEC 27001:2013/27002:2013 or NIST SP 800-53 and provide Hitachi a copy of the documentation of its information security program and practices upon request.

(b) Supplier will maintain an information security program under the oversight of a Chief Information Security Officer (CISO) or a senior leader who is accountable for an effective information security program and exercises necessary and appropriate supervision over relevant Personnel to maintain appropriate confidentiality, integrity, availability, and security of Hitachi Data and Hitachi Systems.

(c) Supplier will provide for the term of the MPSA a SOC 2 Type II report or ISO/IEC 27001:2013 certification with associated Statement of Applicability or an equivalent attestation or certification, from an independent third party covering its operation pertaining to the Services or Deliverables.

4. Third Party Management

(a) Supplier shall assess the information security risks associated with third party services that are material to the delivery of the Services or Deliverables and identify remedial actions to mitigate such risks. Existing third-party services shall be monitored and periodically evaluated for information security risks and risk mitigation measures shall be taken by Supplier.

(b) Supplier shall disclose in advance the names of any third-party subcontractors that may access, process, store or transmit Hitachi Data.

5. Personnel Security

(a) Supplier shall ensure all Personnel with access to Hitachi Data or Hitachi Systems undergo a formal information security awareness training annually.

(b) Supplier shall ensure all Personnel with access to Hitachi Data or Hitachi Systems are informed of all specific information security requirements pertaining the Services or Deliverables.

(c) Supplier will assure all Personnel with access to Hitachi Data or Hitachi Systems have undergone an adequate background check prior to access to Hitachi Data and Hitachi Systems.

6. Access Control

(a) Supplier shall secure access to Hitachi Data, Hitachi Systems and relevant Supplier Systems by multiple layers and techniques that conform to security industry standards and guidelines, such as the combination of unique identifiers and strong passwords.

(b) Access to Hitachi Data is granted strictly on a business-need basis.

(c) Supplier shall ensure all Personnel that are connecting remotely (from outside the Supplier’s facilities) to access Hitachi Data, Hitachi Systems, or relevant Supplier Systems are authenticated using multi-factor authentication and VPN.

7. System Security

Supplier shall use technical and procedural means to continuously secure Supplier Systems, including but not limited to:

- (a) anti-malware, advanced threat protection;
- (b) firewalls, secure gateways, network access security, intrusion prevention systems (IPS), intrusion detection systems (IDS);
- (c) secure hardening and configuration of Supplier Systems;
- (d) periodic vulnerability scans and remediation of vulnerabilities commensurate to the criticality of vulnerabilities;
- (e) patching of firmware, OS, middleware, applications to the latest patch available;
- (f) penetration testing of externally accessible Supplier Systems at least annually; and
- (g) logging, monitoring of and responding to information security events and abnormal conditions.

8. Data Protection

Supplier shall ensure the following technical and procedural controls are in effect to protect Hitachi Data unless otherwise prior approved by Hitachi in writing:

- (a) Hitachi Data is stored and processed physically or logically segregated from that of Supplier's other customers and segregated from Supplier's other environments.
- (b) Hitachi Data is encrypted when in transit (transmitted) using strong and secure encryption methods and protocols utilized (specifically TLS 1.2 and higher).
- (c) Access to Hitachi Data and Hitachi Systems is granted strictly on a need-to-know basis and access is immediately revoked when no longer needed.
- (d) Programmatic access to Hitachi Data or Hitachi Systems is secured using authentication tokens or certificates, and tokens or certificates are rotated on a regular basis.
- (e) Production Environments are separate from Test And Development Environments, and Hitachi Data is segregated. Test and development activities are not performed in Production Environments and not on Hitachi Data stored in any Production Environment.
- (f) Any Hitachi Data used for testing or development is adequately protected, *i.e.* by using test data only (not production data) or by masking or obfuscation of production data.
- (g) Access to Hitachi Data is recorded and logs are retained for at least 1 year.
- (h) Restricted Hitachi Data is always encrypted when stored at rest, including on backup storage media or when ephemerally stored during transit using strong encryption methods.
- (i) No Restricted Hitachi Data is stored on personal removable media, such as portable hard drives, USB drives, DVDs, etc.
- (j) No Restricted Hitachi Data is stored in third-party cloud services without prior written approval by Hitachi.
- (k) Hitachi Data and Supplier Systems are backed up to support the Deliverables' and Services' Recovery-Point-Objective (RPO) and Recovery-Time-Objective (RTO).
- (l) All Hitachi Data, including media containing Hitachi Data, shall either be returned to Hitachi or shall be rendered totally unrecoverable upon termination of the MPSA or an applicable SOW.

9. Physical Security

- (a) Supplier shall ensure that Hitachi Data is only stored, processed and accessed by authorized Personnel in a secure environment.
- (b) Supplier shall ensure that all media containing Hitachi Data are stored and accessed by authorized Personnel in a secure environment.
- (c) Supplier shall ensure that Supplier Systems can only be removed or added with authorization from Supplier's management.