SEAGATE

STORAGE AS A SERVICE TERMS
U.S. Version

These Storage as a Service Terms are incorporated by reference into the CSS Terms and apply to any Special Terms for the sale or subscription of storage-as-a-service solutions.

1. **DEFINITIONS.** The definitions in the CSS Terms shall apply in addition to the following definitions:

"Online Software" means the version of Software, if any, identified in the Special Terms that is delivered as a service.

"Supporting Material" means the service descriptions that may be made available by Company to Customer regarding the SaaS.

"SaaS" means the online storage solutions delivered under a software-as-a-service model, which Company provides using the Online Software, including any related services as described in the Supporting Material.

2. **GENERAL.**

2.1 Scope. Company will provide the SaaS in accordance with the Supporting Material and the Special Terms.

2.2 Customer Use. The SaaS may be used only for Customer's internal business purposes and not for commercialization or resale, unless otherwise specified in the Special Terms.

2.3 Term. The duration of the SaaS is set forth in the relevant Supporting Material or the Special Terms (the "**SaaS Term**").

2.4 Use Restrictions. Customer will use the SaaS in accordance with any and all applicable laws and regulations and will not use the SaaS in any manner that is illegal, offensive or objectionable. Company reserves the right to suspend the SaaS or to remove Customer Data if Company becomes aware of misuse of the SaaS.

2.5 Security. Information about Company's security controls for the SaaS are provided in the Supporting Materials or may be provided at Customer's request. Customer is responsible for the use and security of any login identifiers, encryption keys, passwords or other access controls provided to Customer for use of the SaaS.

3. **LIMITED WARRANTY AND DISCLAIMER.**

3.1 Limited Warranty. Company will perform the SaaS in a manner consistent with generally recognized practices and standards.

3.2 Exclusive Remedy. In the event that Company fails to perform the SaaS in conformance with the limited warranty set forth above, Company shall, at its sole discretion, re-perform the SaaS or provide the Customer with a credit to offset the fees paid for the non-conforming SaaS against future invoices; provided, however, that Customer must notify Company of any claim for non-conforming SaaS within 30 days of performance of such non-conforming SaaS. THE REMEDIES EXPRESSLY PROVIDED IN THIS SECTION WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST COMPANY WITH RESPECT TO ANY NON-CONFORMANCE OF THE SAAS, TIME & MATERIALS SERVICES, OR PARTS.

3.3 Disclaimer. Company does not warrant that the SaaS will be uninterrupted or error free. To the extent permitted by law, Company disclaims all other warranties.

4. **TERMINATION AND RETURN OF CUSTOMER DATA.**

4.1 Either party may terminate these Storage as a Service Terms on written notice if the other fails to meet any material obligation under the Agreement, and fails to remedy the breach within 30 days after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate these Storage as a Service Terms and cancel any unfulfilled obligations.

4.2 Access and Return of Data. For the term of the SaaS, Customer shall have access to Customer Data in accordance with the provisions of the Supporting Material. Upon the termination or expiration of the SaaS, Company shall provide Customer with access to Customer Data in accordance with the provisions of the Supporting Material.

5. **INTELLECTUAL PROPERTY AND DATA.**

5.1 Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under these Storage as a Service Terms. Customer grants Company a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Company and its designees to perform the ordered services. If Work Product is created by Company specifically for Customer and identified as such in the Special Terms, Company hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the Work Product internally.

5.2 Personal Information. Customer and Company shall comply with their respective obligations under applicable data protection legislation as a data controller and data processor, respectively. Company does not intend to have access to personally identifiable information of Customer ("Customer PII") in providing the SaaS. To the extent Company has access to Customer PII stored in the SaaS infrastructure by Customer, such access will likely be incidental to the provision of the SaaS. Customer shall remain the data controller of Customer PII at all times. Customer acknowledges that Company may route, process or store, and could or may access data (including Customer PII) that Customer enters into the SaaS infrastructure from countries other than the country from which Customer entered such data.

5.3 Global Trade compliance. Customer will be responsible for complying with applicable export control laws and regulations related to the transfer of any Customer Data. Company may suspend its performance under these Storage as a Service Terms to the extent required by applicable laws.

6. **TRIAL SUBSCRIPTIONS.** If Customer orders a trial subscription, Company will make the SaaS described in the Special Terms available to Customer on a trial basis free of charge for the duration of the trial subscription described in the Special Terms (the "Trial Period"). At the end of the Trial Period, the SaaS will expire, unless such Service is extended under the terms of a paid subscription. Notwithstanding anything to the contrary set forth in these Storage as a Service Terms, the CSS Terms, or any Modular Terms or Special Terms, during the Trial Period the SaaS is provided "AS-IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

7. **DATA SURVIVORSHIP.** Subject to Customer's payment of the associated data survivorship Fees, if any, as set forth in the Special Terms, except as otherwise provided in the CSS Terms, Company will continue to provide the SaaS to Customer in accordance with the terms of the Agreement for a period of not less than (a) six months following Company's delivery of notice of termination of the Agreement, or (b) following Company's completion of a bulk export of Customer's Customer Data, whichever is longer. Company will transfer the bulk export to such location as may be directed by Customer.

8. **DATA PORTABILITY.** Subject to Customer's payment of the data portability Fees, if any, as set forth in the Special Terms, Company will waive the transfer and request fees associated with Customer's transfer of all or a portion of its Customer Data. Such transfer rights may be exercised no more than once every two years, and the transfer is limited to Customer's average monthly storage volume over the past 2 years (or such shorter period as Customer has been using the service).