

Global-Active Device Cloud Quorum License Terms

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CLOUD QUORUM LICENSE TERMS

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12. Termination of License. Your license in the Cloud Quorum will terminate: (i) when Hitachi provides You thirty (30) days' notice that Your license to the Cloud Quorum has been terminated ; or (ii) if You are in breach of any of these Terms or any license for Third Party Software.

13. Dispute Resolution. Both of us will use reasonable efforts to get an appropriate person from our respective management teams to meet and attempt to resolve any dispute regarding these Terms in good faith. If they are unable to resolve the dispute within 30 days, either of us may resort to alternate dispute resolution such as arbitration or otherwise seek recourse from the courts. Either party may seek injunctive or other urgent equitable relief at any time.

14. Governing Law. These Terms will be governed by New York law, with venue and exclusive jurisdiction in the appropriate courts in Manhattan, New York. To the extent allowed, the United Nations Convention on Contracts for the International sale of goods and its implementing legislation will not apply to these Terms.

15. Support. Hitachi will provide You support for the Cloud Quorum in accordance with Your support plan for Hitachi Global Active Device.

16. Miscellaneous. Neither of us will be responsible for any failure to meet any of our obligations (except payment obligations, as applicable) due to matters beyond our reasonable control provided reasonable efforts have been made to perform them. You must not assign, or otherwise transfer any of Your rights under these Terms without Hitachi's

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Feedback: all input, suggestions and other evaluative information that You derive from the Cloud Quorum.

Hitachi Cloud Quorum: virtual machine image containing an operating system and quorum setup software.

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