

G-Technology Partner Program Terms & Conditions

HGST, Inc. ("HGST," "we," "us") offers select resellers the opportunity to be authorized and/or certified to source G-Technology brand ("G-Tech") storage solutions and assist in providing high quality G-Tech products and services to our end-users while protecting our brand reputation through participation in the G-Technology Partner Program (the "Program") via the G-Portal. "Authorized Products" shall mean those G-Tech products listed as "Authorized Products" within a Member's account after logging into the Site. "Certified Products" shall mean those G-Tech products listed as "Certified Products" within a Member's account after logging into the Site. "G-Tech products" shall mean the G-Tech products, related equipment and accessories listed in the Authorized Product list and Certified Product list.

In order to be admitted to the Program, resellers must meet certain business requirements, as further described on the Site. In the Program, resellers can earn rewards and incentives such as direct incentives, training, member-only promotions, exclusive access to marketing tools, and more while maintaining established business requirements and purchasing and fulfillment relationships with our authorized distributors.

These Program terms and conditions ("Terms & Conditions") govern the Program and HGST's relationship with members of the Program (each a "Member" and, collectively, the "Members") and users of the Site (as defined below). Membership in the Program (and/or use of the Site) is subject to these Terms & Conditions, and unless specifically indicated otherwise, these Terms & Conditions apply to all Members and users of the Site. By continuing to use this Site and/or becoming a Member of the Program, you, the Member and/or user accept and agree to comply with these Terms & Conditions. If you, the Member and/or user do not agree to these Terms & Conditions, you, the Member and/or user may not access, browse, or otherwise use the Site. These Terms & Conditions and the Program Details (as defined in Section 1.1 below) contain the entire agreement with respect to the subject matter hereof and supersede all representations made, whether oral or written, and previous promotional rewards or loyalty

After submitting a request to HGST to become a Member and receiving an e-mail from HGST with login and password information to activate a new Member account, you, the representative of such business, organization, and/or institution ("you") will be an official Member of the Program that has read and agreed to these Terms & Conditions. By clicking the box next to "Yes, I agree to accept the Terms & Conditions," you agree, warrant and represent that:

- a) You have read, understood and accepted these Terms & Conditions on behalf of the business, organization, and/or institution you are enrolling and confirm that your completion of the electronic acceptance process for these Terms & Conditions is equivalent to your handwritten signature to accept these Terms & Conditions;
- b) You are an authorized representative of the business, organization, and/or institution that you are enrolling, and have the right and authority to bind, and hereby do enroll and bind, the business, organization, and/or institution to these Terms & Conditions, any other rules, regulations, policies, procedures referenced herein, and any additional terms and conditions necessary for access to and use of any password-controlled content related to the Program;
- c) The business, organization, and/or institution that you are enrolling: (i) is eligible for membership, (ii) will only activate one Member account (which may include sub-accounts, if permitted by HGST, for individual users for each Member, however, any Program benefits earned via a sub-account will benefit the Member account only; sub-accounts are ineligible for Program benefits unless specifically authorized in writing by HGST), and (iii) will be enrolled in only one promotional rewards, rebate program, discount program or loyalty program with HGST;
- d) Participation in the Program is consistent with the internal policies of the business, organization, and/or institution that you are enrolling;
- e) Information provided by you in the enrollment process is accurate and complete;
- f) The business, organization, and/or institution that you are enrolling owns all right, title, and interest in and to its trademarks that are licensed herein; and
- g) You and the business, organization, and/or institution that you are enrolling are responsible for following and will comply with the most recent version of HGST's Trademark and Logo Usage Guidelines and any and all applicable laws.

If you require clarification or further information with regard to any of these Terms & Conditions, you may contact HGST via the Contact Us link at www.G-Technology.com or via postal mail at: 5601 Great Oaks Pkwy, San Jose, CA 95119, United States

1. Eligibility and Membership

1.1. Program membership and its benefits are offered at the sole discretion of HGST, and participation in the Program is subject to these Terms & Conditions, and any other guides, rules, regulations, policies, promotions, or procedures that HGST may, in its discretion, adopt, post on the Site (e.g., in specific areas of the Site or with particular content, transactions or incentive programs) or provide to Member from time to time (collectively, the

“Program Details”). HGST has the sole discretion to interpret and apply these Terms & Conditions and any Program Details, and all related questions or disputes regarding same will be resolved by HGST in its sole discretion. HGST will not discuss any conditions of acceptance into the Program with any Member. HGST does not seek, nor will HGST accept, any separate agreement with any Member regarding participation in the Program.

1.2. HGST may amend the Program Details at any time without notice. These Terms & Conditions may only be modified, superseded, or changed in writing by HGST.

1.3. Program eligibility and membership shall be determined at the sole discretion of HGST. HGST reserves the right, in its sole discretion, to determine a Member’s membership status, including accepting a Member into the Program, terminating a Member from the Program, and determining whether a Member is entitled to receive rewards (or whether such Member is entitled to use the Program for informational and instructional purposes only).

1.4. Program membership is generally available to businesses, organizations, and/or institutions that meet the qualifying criteria for membership (“Customers”). Membership is limited to one (1) per business, organization, and/or institution. Individuals (and certain online resellers that have a direct promotional relationship with HGST) are excluded from Program membership.

1.5. Qualifying criteria for membership and membership levels may differ from country to country.

1.6. Decisions made by HGST regarding eligibility, membership, and termination of membership are final and are not subject to dispute.

1.7. The Program features multiple membership categories and levels. Membership qualifying criteria generally differ for each category and level. Membership level eligibility shall be determined at the sole discretion of HGST. The criteria and time period for membership level classification is described on the Site.

1.8. Certain Customers may not be eligible to participate in the Program due to (i) other arrangements or agreements in place for the benefit of those Customers; (ii) restrictions imposed by applicable local, state, federal, or foreign laws, rules, regulations, ordinances, codes, orders, or decrees (e.g., restrictions prohibiting governmental agencies from participating in programs offering rewards or benefits); or (iii) the failure to satisfy the qualifying criteria imposed by HGST in its sole discretion.

1.9. HGST’s authorized distributors and other HGST approved vendors (“Vendors”) may enroll in the Program. However, HGST’s authorized distributors and Vendors are not entitled to earn and redeem Points (as defined below) in connection with their Program membership. Such Members are only entitled to use the Program for (and such Members’ Program membership shall be limited to) informational and instructional purposes.

1.10. HGST reserves the right, in its sole discretion, to create and execute ad hoc incentive or benefit programs that may deviate from, be in addition to, or be a permanent or temporary replacement for the Program or certain parts, Points or Rewards of the Program. Eligibility and any additional terms and conditions for such ad hoc incentive or benefit programs shall be determined at the sole discretion of HGST. In addition, HGST may conduct training incentive promotions. Members and individual employees of Members that are eligible and choose to participate in the promotions via HGST’s training website will be subject to the terms and conditions governing those promotions on such website.

1.11. Rewards provided by this Program are intended to inure solely for the benefit of the Customer enrolled in the Program. Individuals enrolling in the Program on behalf of Customer must ensure that all appropriate Customer owners and/or representatives are notified of Customer’s participation in, and receipt of any benefits from, the Program. Program participation is prohibited in any circumstance where such participation has not been authorized by and disclosed to an authorized Customer owner and/or representative. You warrant and represent that participation in the Program would not impair your duty of loyalty to Customer or otherwise create conflicts of interest between you and Customer. You must immediately notify HGST and Customer in writing in the event participation in the Program creates a conflict of interest or impairs your duty of loyalty to Customer.

2. Benefits and Incentives

2.1. Membership benefits generally differ across membership categories and levels, and may vary by country/region. HGST may cap the number of Points (as defined below) that certain Members may earn. Members may also be required to reach certain Point totals (and/or minimum Point averages) in order to be eligible for certain types of Rewards (as defined below).

Earning Program Points

2.2. Members may earn Program points ("Points") when they purchase certain eligible G-Tech products in new condition (not recertified and/or refurbished) from HGST's authorized distributors. The list of G-Tech products eligible to earn Points in the Program will be set out in the Points Award Table for the applicable country/region for the Member. The Points Award Table may be found within a Member's account after logging into the Program website at partners.g-technology.com (the "Site"). HGST may change the products and/or Points for such products set out in the Points Award Table at any time without prior notice and at its sole discretion.

2.3. HGST will use point of sales reports provided to HGST by HGST's authorized distributors and Vendors and/or Customer registration information submitted to HGST as the primary basis for determining the number of Points earned by a Member. HGST may also use such other reports and resources as it believes are appropriate to determine or audit a Member's Points earnings, in its sole discretion.

2.4. HGST shall determine, in its sole discretion, the number of Points (if any) awarded to Members for eligible purchases, and HGST shall be entitled to change the number of Points awarded for eligible purchases at any time. HGST's decisions as to whether a purchase is a purchase eligible for Points and how many Points such purchase may earn are final and are not subject to dispute for any reason by the Member concerned or by any third party, except at HGST's sole discretion. HGST reserves the right to correct any Points posted in error.

2.5. The list of G-Tech products eligible for Points and the Point values assigned to eligible purchases may vary from country to country or by membership level, as determined by HGST in its sole discretion.

2.6. Points will be earned and accrued during each points earning period, as set forth within a Member's account after logging into the Site ("Program Period"). POINTS EARNED DURING A PARTICULAR PROGRAM PERIOD WILL BE ATTRIBUTED ONLY TO THE PROGRAM PERIOD IN WHICH THEY WERE ACCRUED AND CANNOT BE CARRIED FORWARD TO THE NEXT PROGRAM PERIOD FOR EITHER EARNING OR REDEMPTION PURPOSES, UNLESS SPECIFIED OTHERWISE.

Redeeming Program Points

2.7. In order to redeem Points for certain rewards identified by HGST within a Member's account ("Rewards"), a Member must have accumulated a minimum number of Points in a Program Period. The minimum number of Points required is set forth within a Member's account after logging into the Site. A Member may redeem Points for Rewards if the Member has met or exceeded the minimum Points required for redemption, as imposed by HGST for the specific Reward. A Member that fails to meet the applicable minimum Points requirement for a specific Program Period may not be eligible to redeem Points for any Reward for that Program Period, and all points earned by the Member for that Program Period will be forfeited at the beginning of a new Program Period.

2.8. Information about Rewards is available within a Member's account after logging into the Site. HGST may modify the Rewards available for redemption at any time during the Program without prior notice.

2.9. Neither Points nor Rewards are transferable.

2.10. A Member has no right to request or require substitution of a Reward. HGST reserves the right to substitute a Reward of equal or greater value if a Reward is unavailable (or for any other reason) at its sole discretion.

2.11. Program Rewards will not be available to Members that have not complied with all of these Terms & Conditions, as determined by HGST in its sole discretion. HGST may require proof of compliance and/or may audit and inspect, or have an independent third party auditor inspect and audit, a Member's records from time to time to confirm the Member's compliance with these Terms & Conditions.

Other Membership Benefits

2.12. Information about any further benefits of membership in a category and/or level is available within a Member's account after logging into the Site. Members in certain countries may be eligible to evaluate certain G-Tech products at a discounted price ("Evaluation Program"). The Evaluation Program discount may not be combined with any other discount. Taxes, shipping, handling and other fees may apply to an Evaluation Program purchase. Limitations on the number of G-Tech products available per eligible Member may also apply. Member understands and agrees that any G-Tech products purchased through the Evaluation Program are for use only by the Member and may not be resold.

2.12.1 HGST may modify membership benefits and incentives at any time during the Program without prior notice.

3. Modification, Cancellation and Termination

3.1. The Program shall continue until HGST, in its sole discretion, elects to designate a Program termination date. HGST has the right to terminate the Program at any time, for any reason, by providing notice on the Site. HGST may terminate the Program without such notice, in whole or in part, in any jurisdiction(s), unless otherwise required to provide notice by applicable law.

3.2. HGST reserves the right to discontinue, revoke, terminate, cancel, or suspend any Member, membership, Reward, and/or any and all unredeemed Points and pursue any and all other administrative or legal action, as may be applicable, at its sole and unfettered discretion, for any reason, including, but not limited to, the following: (1) Member violation of the Terms & Conditions or any Program Details; (2) Member fraud or abuse involving the Program, Point earning, Reward redemption, or the Evaluation Program; (3) misrepresentation of any information or any misuse of this Program; (4) violation of any national, state, or local law or regulation in connection with the use of membership privileges; (5) failure to pay any bills due to HGST; (6) payment of a check to HGST that is returned for insufficient funds or is invalid for any reason; (7) maintenance of more than one active account per Member; (8) physical, verbal, or written abuse of HGST personnel; (9) action, in any other way, to the detriment of the Program or HGST (or any of HGST's affiliates), including without limitation any infringement or violation of HGST's intellectual property rights; or (10) HGST's termination of the Program; all as may be determined by HGST in its sole discretion. Subject to applicable law, membership will terminate automatically upon a Member's filing for bankruptcy or otherwise becoming subject to a bankruptcy proceeding.

3.3. Discontinued, revoked, terminated or cancelled membership will result in the loss of all accumulated Points, loss of access to purchase all applicable G-Tech products from distribution and the closing of the Member's account. If HGST revokes a Member's account for any reason, the Member may not reapply for membership and any account opened in the Member's name and Points earned in that account shall be forfeited upon discovery.

3.4. If a Member cancels its membership, or if the Member's account is closed due to inactivity, the Member may reapply for membership at a later date, but it will not recover any Points forfeited from the prior membership.

4. Limitation of Liability

4.1. YOU, THE MEMBER AND USER EACH AGREE THAT HGST AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR ANY FINANCIAL LOSS (INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOST INVESTMENTS, LOST COMMITMENTS, EXPENSES OR BUSINESS INTERRUPTION) WHATSOEVER, WITH RESPECT TO ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PROGRAM, THE SITE OR THE MATERIALS, PROMOTIONS, INFORMATION, OR SERVICES RELATED TO THE PROGRAM THAT ARE PROVIDED BY HGST, CONTAINED IN OR ACCESSIBLE FROM THIS SITE OR ALLEGED TO HAVE RESULTED FROM AN ACT OR OMISSION OF ANY OF THE RELEASED PARTIES UNDER ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, EVEN IF THE RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE RELEASED PARTIES' LIABILITY EXCEED THE AMOUNT PAID BY YOU, THE MEMBER OR USER, AS APPLICABLE, FOR THE PROGRAM. FURTHERMORE, YOU, THE MEMBER AND USER EACH AGREE TO HOLD THE RELEASED PARTIES HARMLESS FOR ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE PROGRAM, ANY REWARD, THE SITE OR ANY ACTION BY YOU, THE MEMBER OR USER, AS APPLICABLE, WHICH VIOLATES THESE TERMS & CONDITIONS, ANY LAW OR REGULATION.

4.2. YOU, THE MEMBER AND USER EACH AGREE TO DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, LIABILITIES AND JUDGMENTS (EACH A "CLAIM") AND INDEMNIFY THE RELEASED PARTIES FOR ALL COSTS, EXPENSES (INCLUDING LEGAL FEES) AND DAMAGES THEY INCUR INsofar AS SUCH CLAIM IS BROUGHT BY A THIRD PARTY AND ARISES OUT OF OR IS RELATED TO ANY ALLEGATION THAT YOU, THE MEMBER AND/OR USER HAS VIOLATED ANY TERMS WITHIN THESE TERMS & CONDITIONS, ANY LAW OR REGULATION.

4.3. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR (A) LOSS OR MISDIRECTION OF, OR DELAY IN RECEIVING, ANY MEMBERSHIP CORRESPONDENCE OR REWARD; (B) THEFT OR UNAUTHORIZED

REDEMPTION OF POINTS OR REWARDS OR USE OF REWARDS CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE RELEASED PARTIES; (C) ANY ACTS OR OMISSIONS OF THIRD PARTIES; OR (D) ANY ERRORS PUBLISHED IN RELATION TO THE REWARDS OR THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, ERRORS OF DESCRIPTION, AND ERRORS REGARDING ELIGIBLE PURCHASES OR ELIGIBLE REWARDS. HGST RESERVES THE RIGHT TO CORRECT ANY ERRORS WITHOUT NOTICE.

4.4. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU, ANY MEMBER OR USER FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND ANY OF THE RELEASED PARTIES' CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY.

4.5. THE SOLE REMEDY AVAILABLE TO THE MEMBER WITH RESPECT TO ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PROGRAM, THE SITE OR THE MATERIALS, PROMOTIONS, INFORMATION, OR SERVICES PROVIDED BY HGST, CONTAINED IN OR ACCESSIBLE FROM THIS SITE OR ALLEGED TO HAVE RESULTED FROM AN ACT OR OMISSION OF ANY OF THE RELEASED PARTIES (REGARDLESS OF WHETHER THE MEMBER'S CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO THE MEMBER'S PROGRAM ACCOUNT OF POINTS IN AN AMOUNT NO GREATER THAN THE NUMBER OF POINTS AT ISSUE OR THE VALUE OF THE REWARD OR OTHER INCENTIVE AT ISSUE.

4.6. SOME JURISDICTIONS MAY NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR DAMAGES AS PROVIDED IN THESE TERMS & CONDITIONS. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

4.7. THIS SECTION WILL SURVIVE TERMINATION OF A MEMBER'S PARTICIPATION IN THE PROGRAM.

4.8. THE MEMBER IS RESPONSIBLE FOR ALL APPLICABLE TAXES (FEDERAL, STATE, LOCAL, AND/OR FOREIGN) LEVIED UPON THE REWARDS REDEEMED BY THE MEMBER UNDER THE PROGRAM.

5. Use of Site

General

5.1. Members may be provided with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions ("Access Codes") of the Site. The content contained in such restricted areas is confidential to HGST, and is provided to the Member for its personal use only. Member agrees to (i) protect HGST's information identified as confidential or that reasonably should be considered confidential ("Confidential Information"); (ii) use Confidential Information only to fulfill its obligations under these Terms & Conditions; and (iii) promptly return Confidential Information to HGST upon written request by HGST or termination of these Terms & Conditions, whichever occurs first. Member's confidentiality obligations for Confidential Information shall survive five (5) years from the date of Member's termination from the Program. HGST reserves the right to prohibit the use of such Access Codes by the Member or on its behalf by third parties, where HGST determines that such use interferes with the Site's operation or results in commercial benefits for other entities to HGST's detriment.

5.2. HGST authorizes Members and users of the Site to view and download materials ("Materials") available on the Site only for such Members' or users' (as applicable) personal and commercial use; provided, however, that Members and users (as applicable) refrain from removing any copyright and other proprietary notices contained in the original Materials or in any copies of the Materials. The copyright in the Materials is held by HGST, its subsidiaries or affiliates, or third parties. Members and users of the Site may not modify the Materials available on the Site in any way or in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of HGST or other copyright owner.

5.3. Links to third party websites from the Site are provided solely as a convenience to Members and users of the Site. If a Member or user of the Site uses these links, such Member or user (as applicable) will leave the Site. HGST has not reviewed all of these sites or their content. HGST does not endorse or make any representations about them, or any information, software, or other products or materials found there, or any results that may be obtained from using them. If a Member or user of the Site decides to access any of the third party websites linked to or from the Site, such Member or user (as applicable) does so entirely at their own risk.

Disclaimer

5.4. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THESE TERMS & CONDITIONS, THE PROGRAM, REWARDS, SITE, MATERIALS, PROMOTIONS, INFORMATION AND SERVICES PROVIDED BY HGST OR AVAILABLE AT THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE STATED HEREIN, HGST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, THE MEMBER AND/OR USER. YOU, THE MEMBER AND USER ARE RESPONSIBLE FOR CHECKING LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

5.5. HGST does not warrant or make any representation regarding the quality, validity, accuracy, or completeness of the Program, the Program Details, the Materials, promotions or any services, or that your, a Member's and/or a user's use of the Site will be uninterrupted or error-free, or that the Site is free from any viruses or other harmful mechanisms.

5.6. HGST may make changes to this Program, the Site, the Materials, promotions or any services related thereto, or to the products, specifications, or information described in them, at any time without notice. This Site, Materials and/or promotions may refer to products, programs, or services that are not available in a particular country or region. Members should consult with their local HGST authorized distributor and/or Vendor for information concerning the products, programs, and services that may be available to such Members.

6. Additional Terms

General

6.1. HGST's failure to enforce any right or provision of these Terms & Conditions does not constitute a waiver of that right or provision. HGST may revise the Terms & Conditions at any time by posting the revised Terms & Conditions (as applicable) on this Site. A Member's continued use of the Site and/or the Program after the posting of any changes to these Terms & Conditions constitutes such Member's acceptance of those changes. To view the most current version of these Terms & Conditions at any time, click on the "Terms & Conditions" link available on the Site.

6.2. All questions or disputes regarding these Terms & Conditions will be resolved by HGST in its sole discretion.

6.3. HGST reserves the right to verify that Members have at all times complied with eligibility conditions and the right at all times to monitor Members' participation in the Program to ensure compliance with these Terms & Conditions. HGST also reserves the right to review, retain, and/or disclose any information that it collects from Members through the Program as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Calls to and from HGST's Customer Service Teams may be monitored and/or recorded for training and security purposes.

6.4. If HGST, its affiliates, or agents determine, in their sole discretion, that they suspect the presence of electronic forgery in the Program or if in fact this has been the case, or if technical difficulties compromise the Program's integrity, HGST may cancel or modify the Program and/or cancel memberships under suspicion. Any attempt by a Member or any other individual to deliberately harm the Site or sabotage the Program's legitimate operation is a violation of penal and civil laws and HGST reserves the right to seek redress against the responsible party or parties to the maximum extent allowed by law.

6.5. HGST will not be held responsible for Members entering incomplete or wrong information, or for the technical malfunction of the internet, phone networks or the software (or the combination of either), or for data lost, delayed, or spoiled. HGST is not responsible for typographical or printing errors in any materials related to the Program. HGST will not accept responsibility for damaged, lost, or misdirected email, mail, or faxes. Proof of emailing/posting/faxing is not proof of receipt.

6.6. Member will for all purposes remain as an independent contractor and no partnership, agency, distribution, joint venture or employee/employer relationship is intended or shall be implied. Member will for no purpose act as or represent itself to be an employee or agent of HGST or authorized to act for or on HGST's behalf. Member shall not have any right, power, or authority to act or create any obligation, express or implied, on behalf of HGST. Without limiting the foregoing, Member acknowledges that use of the term "partner" in the Program materials does not constitute or imply a legal partnership or fiduciary relationship between the parties. Member will defend and hold HGST harmless from all claims arising out of Member's conduct.

6.7. Member shall use reasonable efforts in the performance of its duties under this Agreement to safeguard the property rights and proprietary interests of HGST, including, but not limited to, any intellectual property rights of HGST.

6.8. Member must acquire G-Tech products only from Distributors authorized by HGST to sell G-Tech products ("Authorized Distributors") and may not purchase G-Tech products from entities other than HGST Authorized Distributors (e.g. grey market). Should Member purchase products outside of HGST Authorized Distributors, it will result in termination from the Program. Member shall not obscure or alter in any fashion the serial number on any G-Tech product or its packaging. Member shall not pull and/or obtain G-Tech products for resale in a manner that may violate any G-Tech product warranty. G-Tech products should only be sold for their intended use. Additionally, Member agrees only to sell legitimate G-Tech products and will not sell or encourage others to sell counterfeit G-Tech products. Breach of the obligations in this paragraph shall entitle HGST to terminate this Agreement, demand surrender of anything that is obtained by way of such infringement and/or to claim indemnification of such loss as has been suffered by HGST.

6.9. Member is expressly prohibited from selling Certified Products on the internet. However, Member may advertise the availability of Certified Products through Member's owned URL/website approved by HGST in writing.

6.10. Sideways Selling, or Transshipping, is the sale of product from one reseller to another for the purpose of resale by the purchaser. Member may sell G-Tech products to end-users only; Member may not sell G-Tech products to another reseller.

6.11. United States and Canada Members are prohibited from exporting G-Tech products outside of the United States and Canada. The United States includes the 50 states and the District of Columbia.

6.12. Member acknowledges that Member has been informed of HGST's Unilateral Price Policy as it applies to the advertisement for sale of G-Tech products from Members to end-users in the United States and Canada. There is no agreement, express or implied, between HGST and Member with respect to the advertised or resale pricing of such products. If any director, officer, employee, representative, or other agent of HGST tries to coerce Member to agree to the price at which Member advertises or resells such products, Member shall promptly notify HGST's Policy Coordinator at UPComm@g-technology.com.

6.13 The English language version of these Terms & Conditions shall prevail over any translations of them. These Terms & Conditions are not assignable in whole or in part by Member, by operation of law, change of control or otherwise. Any attempt by Member to assign these Terms & Conditions will be null and void and may result in Member being terminated from the Program, at HGST's sole discretion. HGST may assign all, or part of its right, title and interest under these Terms & Conditions to any of its affiliates or to a third party in its sole discretion.

6.14. Member acknowledges that G-Tech products, software, and technology are subject to export and import controls under the laws and regulations of the United States, the European Union and other countries, and Member will comply strictly with all such export control and import laws and regulations. Without limiting the generality of this paragraph, Member certifies that it will conduct appropriate screening and it will not: (i) export, re-export, transfer or divert any G-Tech products, software or technology to any person, entity (e.g. Specially Designated Nationals, Denied Persons) or destination that is restricted or embargoed under any such export control laws and regulations; or (ii) export, re-export, transfer, or divert any G-Tech products, software or technology for activities, directly or indirectly, related to the proliferation of nuclear, chemical or biological weapons or missiles, or in any other military application, except as authorized under all applicable export control laws and regulations. Member further agrees that G-Tech products, software, and technology may include encryption functionality and are therefore subject to additional export and import restrictions and that Member is responsible for complying with any and all restrictions and regulatory requirements.

6.15. Member and its subsidiaries, directors, officers, employees, and other persons acting on its behalf shall at all times comply with the U.S. Foreign Corrupt Practices Act, as amended, the U.K. Bribery Act, and all applicable anti-corruption laws in the jurisdictions in which they operate (collectively, the "Anti-Corruption Laws"), and: (A) in connection with these Terms & Conditions or any transaction involving HGST, Member and its subsidiaries, directors, officers, employees, and other persons acting on its behalf shall not take any action, directly or indirectly, that may result in a violation of the Anti-Corruption Laws by Member or HGST, including, without limitation, making, offering, authorizing, or promising any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or giving of any other thing of value, regardless of form or amount, to any (i) foreign or domestic government official or employee, (ii) employee of a foreign or domestic government-owned or government-controlled entity, (iii) foreign or domestic political party, political official, or candidate for political office, or (iv) any officer or employee of a public international organization, to receive favorable treatment in obtaining or retaining business, to pay for favorable treatment already

secured, or to obtain a competitive advantage for any party; (B) in connection with any aspect of these Terms & Conditions or any transaction involving HGST, Member and its subsidiaries, directors, officers, employees, and other persons acting on its behalf shall not make, offer, authorize, or promise any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or giving of any other thing of value, regardless of form or amount, to anyone to obtain or retain business or a business advantage; (C) if Member learns or has reason to know that conduct in violation of this paragraph has or may have occurred, then it shall immediately notify HGST of such conduct; (D) at HGST's request, Member shall certify in writing that conduct in violation of this paragraph has not occurred; (E) Member agrees to maintain accurate accounting of all expenses incurred in connection with HGST business; (F) Member represents that in the ten (10) years preceding the acceptance of these Terms & Conditions, neither Member nor any of its subsidiaries has received notice from, made a voluntary disclosure to, or been assessed any fine or penalty by, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.K. Serious Fraud Office, or any other governmental entity regarding alleged, possible, or actual violations of the Anti-Corruption Laws; and (G) HGST or a third party of its choosing has the right to access, review, and audit the books, records, and accounts of the Member and any of its affiliates and subsidiaries, to the extent that they are relevant to these Terms & Conditions or any other transaction involving HGST in order to monitor and ensure Member's compliance with this paragraph. Such access, audit and review shall be reasonable as to scope, place, date, and time.

Communications

6.16. By enrolling in the Program, Members authorize HGST to communicate with them via various communication channels (including, without limitation, e-mail, post mail, telephone communication, and any other means of communication utilized by the Program).

6.17. Members agree to allow HGST, its affiliates, program administrator, and any rewards providers to store and use Members' contact information, including names, phone numbers, e-mail addresses, and other information provided to HGST through the Program (collectively, "Member Information"), anywhere they do business, in accordance with the Privacy Policy, which is available at www.g-technology.com/online-privacy-policy. To the extent any Member provides personally identifiable information to HGST relating to any of its employees, such Member represents and warrants to HGST that (where required by applicable law) such Member obtained each employee's prior consent (in due form) to disclose such personally identifiable information to HGST.

6.18. Members consent to such Member Information being used for the purpose of furthering Members' commercial relationship with HGST and with the Program only, and may be provided to contractors acting on HGST's behalf, HGST distributors and Vendors who promote, market, and support certain G-Tech products and services, and assignees of HGST and its affiliates for uses consistent with that purpose. Members may at any time and with future effect withdraw their consent to (or opt-out from) receiving marketing telephone calls and/or electronic communications from HGST by informing HGST at: reseller_support@g-technology.com.

6.19. HGST may pre-disclose confidential product information to accommodate product set-up in Member's systems, marketing planning, or advertising lead times. As such, HGST may set a time period during which Member may not advertise certain products ("Advertising Embargo"). Under no circumstances should that Advertising Embargo date be broken. HGST will disqualify Member from receiving future pre-disclosed confidential product information if Member does not comply with the Advertising Embargo.

Security Measures

6.20. Access to some content accessible from the Site is password controlled. Members are solely responsible for maintaining the confidentiality of their user IDs and passwords and access to their accounts, and they are solely responsible for all activities that occur under their user IDs and passwords.

6.21. A Member shall immediately notify HGST of any unauthorized use of its ID, passwords, or accounts. HGST will not be liable for any loss that a Member may incur as a result of someone else using that Member's user ID and passwords, or their accounts.

Governing Law

6.22. The Program, the Site, and these Terms & Conditions are governed by the laws of the State of California, U.S.A., without regard to conflict of laws provisions. Any legal proceeding whether on the basis of contract, tort, or on any other basis arising out of the use of, or in connection with, the Program, the Program Details, the Materials, the Site, or these Terms & Conditions must be brought exclusively in a court of competent jurisdiction in Orange County, California, U.S.A.

6.23. Membership, membership benefits, and awards are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the U.S.A. or any Member's country of residence. If, for any reason, a court of competent jurisdiction finds any provision of these Terms & Conditions to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of these Terms & Conditions, and the remainder of these Terms & Conditions will continue in full force and effect. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Program, shall be resolved individually, without resort to any form of class action.

6.24. The awarding of Points, the redemption of Rewards, and participation in the Program are void where prohibited by law (including, for the avoidance of doubt, domestic and/or international anti-bribery laws).

Intellectual Property

6.25. Member acknowledges that the G-Technology brand and trademarks represent the prestige and goodwill that HGST has earned for itself and are well recognized in the minds of the public, and that it is of great importance to each party that, in the sale of G-Tech products, the high standards, reputation and image established by HGST be maintained at all times. Accordingly, Member agrees that it shall strictly adhere to the HGST brand guidelines for G-Tech products, which are incorporated herein by reference. By participating in the Program, Member additionally agrees to comply with and be subject to HGST's Trademark and Logo Usage Guidelines ("Guidelines") for G-Tech products, which are incorporated herein by reference. Subject to the terms and conditions of these Terms & Conditions, Schedule A and the Guidelines, HGST grants to Member, a non-exclusive, non-transferable, limited, fully-revocable, royalty-free license to use HGST's copyrighted material, trademarks, logos, slogans and trade dress for the sole purpose of selling G-Tech products during the term of Member's membership in the Program ("Member License"). Other brand and product names are the property of their respective companies and you, the Member and/or user are required to respect the intellectual property rights of those companies by complying with any restrictions and/or guidelines on use of such brand and product names.

6.26 HGST shall retain all ownership rights, title and interest in HGST's copyrighted material, trademarks, logos, slogans, trade dress and brand. Any suggested modifications or improvements to G-Tech products or advertising material submitted to HGST by Member shall become HGST's exclusive property to exploit or to not exploit as HGST solely deems appropriate without necessity for remuneration or attribution to Member. HGST shall have the sole and exclusive right to defend its trademarks, copyrights, patents, trade secrets and other proprietary information and rights. Upon request of HGST, Member shall provide HGST with all reasonable assistance and cooperation in relation to such actions taken by HGST. Member shall have no right to undertake the defense of or bring any action with respect to any of the above matters and issues without HGST's prior written approval, which may be granted or withheld in HGST's sole and absolute discretion. Member acknowledges and agrees that it shall not take any action that might jeopardize the status of any trademarks, copyrights, service marks or tradenames of HGST. Upon discontinuance, revocation, termination or cancellation of Member's membership in the Program, the Member License is hereby immediately terminated and Member shall immediately cease any and all use of any trademark, service mark, tradename or copyright for which consent to use had been granted by HGST.

6.27 Subject to the terms of these Terms & Conditions, Member hereby grants to HGST, and HGST hereby accepts, a worldwide, non-exclusive, non-transferable, sub-licensable, royalty-free right and license to use, reproduce and display Member's trademark(s) and copyrights during the term of the Program on any website or promotional, advertising, flyers, documentation, photos, movies, videos, film, collateral or other material used by HGST in connection with the marketing, sale, promotion and distribution of G-Tech products (e.g. select Member listing (based on tier level and/or purchases) in Where to Buy section of HGST website). HGST's use of Member's trademarks and copyrights, as authorized pursuant to these Terms & Conditions: (a) shall not create any ownership right in HGST to the Member's trademarks or copyrights and (b) shall inure to the benefit of Member.

THESE TERMS & CONDITIONS SUPERSEDE ANY PRIOR TERMS & CONDITIONS

(Date Posted: August 12, 2016)

SCHEDULE A

As a Member, you will benefit from the fame and inherent value signified by the G-Tech brand name and our various product trademarks. In addition to being under agreement to use HGST trademarks properly, it is in your best interest to assist in protecting the HGST marks by using them properly in all advertising and promotional materials. The following guidelines must be followed when using all trademarks owned by HGST (inclusive of the G-Technology brand trademark). These guidelines are in addition to those provided for print advertising of a particular product:

- Member shall not use or register any internet domain name containing any HGST trademark.
- Member shall not, without express written permission from HGST purchase HGST's trademarks through Google's and Yahoo's Adwords programs and/or other web service providers' similar programs.
- The HGST trademarks must be reproduced exactly from camera ready artwork provided by HGST.
- There must be no confusion with which entity the customer is dealing. Member's name must be the most prominent name on the page. The G-Tech logo may not be the only source identifier on the page. The G-Tech logo trademark may not appear at the top of the page.
- The G-Tech logo trademark must not be used in combination with another Member mark in such a manner that the marks appear to be joined or associated in any way. Ample space must appear between the two marks to distinguish them as separate entities.
- The G-Tech logo trademark or any other HGST trademark may not be used in a way that will dilute or diminish its value to HGST, such as on others' goods or in any non-approved form.
- Any use of any HGST trademark on a web page must adhere to these guidelines.
- A superscript indicating a registered trademark (®) or trademark (™) or service mark (SM) symbol must appear next to all HGST trademarks in all printed literature.
- The registered trademark (®) or trademark (™) or service mark (SM) symbol must appear as a superscript following the appropriate HGST trademark on the first most prominent use on each page of a piece. All HGST trademarks must be capitalized, italicized, or bolded or otherwise treated with prominence.
- Any use of a HGST trademark which is not addressed in the guidelines set forth herein, must be approved by HGST in writing prior to its use. Submittals for approval should be faxed to the attention of your HGST representative.

Restrictions and Limitations

i. Member shall ensure that the HGST trademarks are: (a) used in conjunction with the ® or TM designations as directed by HGST; (b) not modified in any manner without the prior written consent of HGST; (c) used alone without any other terms, marks, or designs which may detract from the HGST trademarks; and (d) displayed according to specifications which HGST may provide or amend from time to time.

ii. Member shall perform all acts requested by HGST to assure that the nature and quality of Member's use of the HGST trademarks is consistent with and does not detract from the goodwill associated with the HGST trademarks. Member is specifically prohibited from registering or using any domain name containing any of HGST's trademarks.

iii. Member shall have no right, title, or interest in the HGST trademarks. All use of the HGST trademarks and the goodwill associated therewith shall inure to the benefit of HGST. Member shall not do anything inconsistent with HGST's ownership of the HGST trademarks, including, but not limited to, using, causing or permitting another party to use the HGST trademarks as any part of a uniform resource locator ("URL"), meta data tag, or as a keyword or search engine term. Member shall not, during its membership in the Program or thereafter, challenge the validity of the HGST trademarks or HGST's title to or rights in the HGST trademarks.

iv. Member shall not use the HGST trademarks in a manner that disparages HGST or the G-Tech products, blurs, dilutes or otherwise diminishes the HGST trademarks, or portrays HGST or the G-Tech products in a false, competitively adverse or poor light.

v. Except for a 60-day sell-through period from the date of termination of this Agreement, upon termination of this Agreement, Member shall immediately discontinue and abandon its use of the HGST trademarks, shall cease to advertise or represent itself as a Member, and shall cease to market, advertise, offer to sell, and/or sell the G-Tech products.

vi. Member shall promptly inform HGST of any action or conduct of any person which may infringe upon any of HGST's intellectual property rights. HGST shall have the sole discretion whether to take legal action against any such infringement and any damages or other monies recovered on account of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to HGST. Member shall cooperate fully with HGST in connection with any legal action taken by HGST in connection with any such infringement.