

Terms and Conditions

1. Acceptance of Terms

These Terms and Conditions apply to any Western Digital portal or web site acting as an entry point by you as a representative of your company and the company ("you" or "your") to other Western Digital web sites (each a "Western Digital Portal") operated by Western Digital Technologies, Inc. and/or its subsidiaries or affiliates (collectively "Western Digital"). Your use of any Western Digital Portal is subject to these terms of agreement between you and Western Digital. By accessing, browsing and/or using a Western Digital Portal, you acknowledge that you have read, understood, and agree to be bound by these terms; agree to comply with all applicable laws and regulations; and represent and warrant that you are at least 18 years of age and have obtained any and all permissions necessary to enter into and to be bound by these terms as well as bind your company and its affiliates. You understand and agree that Western Digital will treat your use of any Western Digital Portal as acceptance of these Terms and Conditions from that point onwards. Before you continue you should print a copy of the Terms and Conditions for your records.

If you do not agree to these terms, you are not permitted to use any Western Digital Portal.

2. Restricted Use of Materials

Depending on the type of Western Digital Portal you may be accessing, you may be able to view, access, copy, or download content and materials. The content of and materials available via Western Digital Portals, including data, other types of files, and written text (collectively "Materials") are protected by applicable law including, but not limited to, international copyright law and treaties. Any and all uses of Materials are subject to Western Digital's trademark guidelines, available at: <https://www.westerndigital.com/legal/trademarks>. Any unauthorized use of any Materials may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

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4. General Restrictions

In addition to any other restrictions set out in these terms, you agree not to or enable any other party to:

- access or attempt to access any Western Digital Portal, Materials, or web site to which you may have access via the Western Digital Portal by any means other than those provided by Western Digital for access purposes;
- use any device, program, or process to copy or monitor any portion of any Western Digital Portal other than as permitted by these terms;
- undertake any activities that disrupt the operation of a Western Digital Portal or any of the Materials or services provided via the Portal;
- use any Western Digital Portal in any way that is unlawful or otherwise prohibited by these terms; and
- disclose any password required for access to a Western Digital Portal or to Materials or services accessible via a Western Digital Portal to any person, under any circumstances. You are solely responsible for maintaining the confidentiality of any password connected to your use of any Western Digital Portal.

You agree to notify Western Digital immediately if you fail to comply with any of these general restrictions, are no longer engaged in the commercial purpose for which your password was provided, and/or if you are aware of any unauthorized use of your password.

Select Western Digital Portals may have additional terms of use, guidelines, rules, or restrictions that are specific to that Western Digital Portal. You must comply with any applicable Western Digital Portal-specific terms of use, guidelines, rules, or restrictions at all times.

5. Confidentiality

From time to time during the term through the Western Digital Portal, Western Digital (as the “Disclosing Party”) may disclose or make available to you (as the “Receiving Party”) information and/or documents relating to Western Digital, its business affairs, or its products or services that has commercial, technical or other value in the Western Digital’s business and is confidential in nature, including intellectual property, this agreement and any technical information, marketing and business plans of any nature, designs, prototypes, “beta” products, samples, models, drawings, specifications, engineering information, roadmaps, processes, software (source and object codes), databases, forecasts, financial data, pricing, identity of or details about actual or potential customers, suppliers or projects, operations, strategies, techniques, inventions, discoveries, trademarks, copyrights, design rights, market opportunities, know-how and trade secrets, related third-party

confidential information and other sensitive or proprietary information whether orally or in writing, electronic or other form of media, and, whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”).

Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any fault of the Receiving Party or any of its representatives (including permitted third-party providers); (b) is or becomes available to the Receiving Party on a non-confidential or licensed basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed pursuant to applicable law; provided that Receiving Party immediately notifies the Disclosing Party of such required disclosure, asserts any applicable privileges available with respect to such disclosure and, upon the Disclosing Party’s request, reasonably cooperates with the Disclosing Party in seeking confidential treatment of such Confidential Information or other available relief

Furthermore, the Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to consider a possible business arrangement with Western Digital and/or for Western Digital’s products; and (c) not disclose any such Confidential Information to any individual or entity, except to the Receiving Party’s representatives who need to know the Confidential Information and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein. The Receiving Party shall be responsible for any breach of this section caused by any of its representatives.

6. Western Digital Privacy Statement and Submission of Personal Information

In the course of registering for access to or using a Western Digital Portal, you may need to submit personal information (such as identification or contact details). All personal data provided via a Western Digital Portal, will be processed in accordance with Western Digital Privacy Statement located at: <https://www.westerndigital.com/legal/privacy-statement>

7. Submission of Content

Depending on the type of Western Digital Portal you may be accessing, you may be able to contribute information and other materials to the Western Digital Portal, for example, via blogging, uploading content and updating information concerning you and your transactions with Western Digital.

You agree that you are solely responsible for any information or material that you create, transmit, submit, or display via a Western Digital Portal and for the consequences of your actions in creating, transmitting, submitting, or displaying such information and/or materials. You grant Western Digital a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, display, transfer, and disclose any information or material you submit via a Western Digital Portal.

In contributing any content to or via any Western Digital Portal, you agree that you will only contribute information or material:

- in accordance with applicable local law;
- that you lawfully obtained;
- that is free of viruses or other harmful code;
- that is relevant to the purpose for which you have been granted access to the Western Digital Portal;
- that is accurate and complete; and
- if the material is subject to license—that you are permitted in accordance with any applicable licensing agreement to provide the material to the Western Digital Portal.

In contributing any content to or via any Western Digital Portal, you agree that you will not contribute information or material that:

- is or may be defamatory;

- contains sensitive personal information about you or another individual, such as race or ethnic origin, gender, sex life, religious or philosophical beliefs, health or medical condition, political opinions, trade union membership, credit or financial history, criminal history, or national identification number, such as a Social Security number in the United States or a Social Insurance Number in Canada; nor
- constitutes or may be interpreted as harassment (sexual or other), intimidation, obscenity, abuse, indecency, vulgarity, racism, unlawful discrimination, or profanity.

Western Digital may, at its discretion and without notice, remove any content or Materials, including content that you contributed, from any Western Digital Portal or disable your password.

8. Indemnity

You agree to indemnify and hold Western Digital and its respective owners, officers, managers, agents, representatives and employees forever harmless and to defend (at Western Digital's request) them against any third-party claims arising from or in any way related to your use of any Western Digital Portal, including, but not limited to, your creation, transmittal, submission or display of information or material on any Western Digital Portal, including any liability or expense arising from all claims, losses, demands, damages (actual and consequential), suits, judgments, litigation costs, causes of action, expenses, and attorneys' fees, of every kind and nature. In such a case, Western Digital will provide you with written notice of such claim, suit or action.

9. Submission of Unsolicited Ideas

You must not submit confidential or proprietary information via a Western Digital Portal. If you transmit such information in contravention of Western Digital's standard corporate practice, any material, information or idea you transmit to Western Digital by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by Western Digital without compensation to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products, unless otherwise agreed in writing by an authorized Western Digital representative.

10. Compliance with Export and Import Laws

Western Digital makes no representation that the Materials are appropriate or suitable for use in any specific location outside the United States.

By accessing a Western Digital Portal, you are responsible for compliance with applicable local laws, including but not limited to local export, re-export, and import regulations. You acknowledge and agree that the Materials may be subject to local export laws and that diversion of such Materials contrary to applicable local law is prohibited. You agree that none of the Materials, nor any direct product, will be: acquired and subsequently shipped, transferred, or re-exported, directly or indirectly, to countries that are proscribed or embargoed by applicable local law or to nationals of those countries; nor be used for nuclear activities, chemical biological weapons, or missile projects (unless specifically authorized by the applicable government authorities) for such purposes. You agree to comply strictly with all export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

11. Links to Third-Party and Co-Branded Web Sites

Western Digital Portals may contain links to third-party web sites; however, please be aware that Western Digital is not responsible for and cannot control those web sites. A link to a non-Western Digital web site does not mean that Western Digital endorses or accepts any responsibility for the content, or the use, of such web site. It is your responsibility to ensure that web sites that you visit are free of viruses, worms, Trojan horses and other threats.

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We encourage you to read the privacy policies for third party and co-branded web sites, as they may differ from ours.

12. Western Digital Portal Changes and Availability

You acknowledge and agree that the form and content of any Western Digital Portal may change from time to time, and that your access to any Western Digital Portal, and thereby your access to any services via the Western Digital Portal, or all or part of any of your provided content, may be terminated or taken down (temporarily or permanently) at any time, at Western Digital's discretion and without prior notice to you.

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Western Digital respects the intellectual property of others, and we ask our users to do the same. If you believe that material or content residing on or accessible through a Western Digital Portal infringes a copyright, you may submit a notice of alleged copyright infringement in accordance with 17 U.S.C. §512 (c) to our designated Copyright Agent, addressed as follows:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed, including the URL (web page address) of the location where the copyrighted work exists or a copy of the
3. a description of where the material that you claim is infringing is located on the relevant Western Digital Portal, including the URL;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Western Digital's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Copyright Agent
Legal Department
Western Digital
3355 Michelson Drive, Suite 100
Irvine, California 92612
Tel: 949.672.7000
Fax: 949.672.6604
Email: copyrightagent@wdc.com

16. Choice of Law

Any claim relating or arising from use of a Western Digital Portal or the Materials is governed by the laws of the state of California without regard to or application of any choice or conflict of laws principles. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Orange County, California, for the resolution of any and all disputes arising out of or

relating to your use of a Western Digital Portal. You further agree and covenant not to bring suit in any other jurisdiction.

17. Severability and Waiver

These terms are the entire agreement between the parties regarding this subject matter and supersede other discussions or documents; subject to any specific terms and conditions associated with individual Western Digital Portals and which are hereby incorporated by this reference. Any conflict between terms shall be resolved by enforcing the more specific term or condition over the general. If any provision of these terms is held by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms to the extent the provision is unlawful, void or unenforceable and will not affect the validity and enforceability of any of the remaining portions of that provision or any of the other provisions of these terms.

The failure of Western Digital to exercise or enforce any right or provision of these terms will not operate as a waiver of such right or provision.

18. Revisions

Western Digital may revise any provision in or the entire Terms and Conditions by means of update or posting on the Western Digital Portal. By using a Western Digital Portal, you agree to be bound by any such revisions provided such revisions are made available to you and applicable to your subsequent uses of the Western Digital Portal.

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Exhibit A
Packaging and Compliance Guidelines

1. Permission to print Packaging is only granted if you have received separate written authorization from Western Digital to print Packaging and this permission may be revoked at any time at Western Digital's discretion. Packaging must be in accordance with specifications provided to you by Western Digital, which may include without limitation, requirements relating to packaging, labeling, reporting, marking, and shipping of the Packaging (as defined herein) and requirements relating to the design, artwork, pattern, and look-and-feel thereof ("Specifications").
2. If applicable, and without limiting the foregoing, you shall comply with all Specifications specified in the following documents, which are available upon request: (i) Packaging Qualification Test Procedures for WD Branded Products (#4001-705020), (ii) the Specification, Branded, Order Fulfillment Guidelines and Procedures (#4092-705032), and (iii) the General Specification, Corrugated Containers, and Components (#4092-705036).
3. You acknowledge and agree that the Specifications are intended to be, and remain, fluid and that they are the sole confidential information of WDT and may contain Intellectual Property of Western Digital. Western Digital shall maintain the right to amend and revise the same from time to time in its sole discretion and communicate such changes to you. Such communications may include emails of revised or modified Specifications.
4. You acknowledge and agree that the Packaging and the Specifications are unique and proprietary to Western Digital and you shall not use the Materials or the Specifications for any third party or for any other purpose without Western Digital's prior written consent in each instance. You further agree that you will not remove, alter, modify, obscure, or interfere with the Materials in any manner not contemplated by the Specifications or Western Digital (except as may be required to comply with applicable laws or regulations), including without limitation, removing, altering, modifying, obscuring, or interfering with any markings, instructions, notices, trademarks, logos, or other images or information provided on the Materials.
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6. You agree to comply with Western Digital's current policies and procedures, as communicated by Western Digital, regarding the return, destruction or other disposal of Packaging, including any unique tooling used to create

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