

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

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3. Restrictions. You are not licensed to do any of the following:

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- c. Except as expressly authorized by Section 11 below, sell, assign, license, disclose, or otherwise transfer or make available the Product or Software, in whole or in part, to any third party;
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- e. Sublicense, rent or lease the Software, or use the Product to provide services to third parties;
- f. Take any actions that would cause the Software to become subject to any open source license agreement if it is not already subject to such an agreement; and
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4. Updates. If you receive an update or an upgrade to, or a new version of, any Software (“Update”) you must possess a valid license to the previous version in order to use the Update. All Updates provided to you shall be subject to the terms and conditions of this EULA. If you receive an Update, you may continue to use the previous version(s) of the Software in your possession, custody or control. Seagate shall have no obligation to support the previous versions of the Software upon availability of an Update. Seagate has no obligation to provide support, maintenance, Updates, or modifications under this EULA.

5. WARRANTY. Seagate Government Solutions warrants that Product will substantially conform to the applicable Documentation for such Product and that any media will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Seagate Government Solutions does not warrant that the operation of Product shall be uninterrupted or error free, that all defects can be corrected, or that Product meets Customer's requirements, except if expressly warranted by Seagate Government Solutions in its quote. Support Services for Product are available for separate purchase and the Support Options are identified at the Product Notice.

6. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SEAGATE OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT OR ANY PART OR COMPONENT THEREOF OR RELATED SERVICE OR ANY THIRD PARTY SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THE EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF SEAGATE OR ITS LICENSORS OR SUPPLIERS, AND EVEN IF SEAGATE OR ITS LICENSOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY REMEDY.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF SEAGATE UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO, AND IN NO EVENT WILL SEAGATE'S TOTAL CUMULATIVE DAMAGES EXCEED, THE FEES PAID BY LICENSEE TO SEAGATE FOR THE PRODUCT. ADDITIONALLY, IN NO EVENT SHALL SEAGATE'S LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES OF ANY KIND.

8. Privacy. Seagate's collection, use and disclosure of personally identifiable information in connection with your use of the Product is governed by Seagate's Privacy Policy which is located in Exhibit A of this agreement.

9. Indemnification. By accepting the EULA, you agree to indemnify and otherwise hold harmless Seagate, its officers, employees, agents, subsidiaries, affiliates, and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Product or any other matter relating to the Product, including, without limitation, use of any of the Third Party Services.

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11. General. This EULA between Licensee and Seagate is governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. The EULA constitutes the entire agreement between Seagate and you relating to the Product and governs your use of the Product, superseding any prior agreement between you and Seagate relating to the subject matter hereof. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of the EULA will remain in force and effect. The Product and any related technical data are provided with restricted rights. Use, duplication, or disclosure by the U.S. government is subject to the restrictions as set forth in subparagraph (c)(1)(iii) of DFARS 252.227-7013 (The Rights in Technical Data and Computer Product) or subparagraphs (c)(1) and (2) of 48 CFR 52.227-19 (Commercial Computer Product – Restricted Rights), as applicable. The manufacturer is Seagate. You may not transfer or assign this EULA or any rights under this EULA, except that you may make a one-time, permanent transfer of this EULA and the Software to another end user, provided that (i) you do not retain any copies of the Software, the Hardware, the media and printed materials, Upgrades (if any), and this EULA, and (ii) prior to the transfer, the end user receiving this EULA and the Software agrees to all the EULA terms. Any attempted assignment in violation of this Section is void. Seagate, the Seagate logo, and other Seagate names and logos are the trademarks of Seagate.

Exhibit A – Privacy Policy

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Information You Provide.

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From time to time we may also collect general, statistical information about information and data stored and shared through the "Network Attached Storage" features of our Offerings and the Offerings we provide to support "Network Attached Storage" features ("Web Service"). We also may collect aggregate metadata concerning your files. We will use this aggregate data to provide you with our Offerings, improve our Offerings and improve our general marketing efforts related to the Offerings. We may group this information into aggregate data in order to describe the use of this Site and/or our Offerings to our existing and/or potential business partners, sponsors, advertisers or other third parties, or in response to a government request. However, please be assured that this aggregate data will in no way personally identify you or any other individuals.

- **IP Addresses**

An IP address is a unique number assigned to your computer when it accesses the Internet or another computer network. Web servers and network devices automatically identify your computer by its IP address. We collect IP addresses for purposes of system administration, to report aggregate information to our advertisers, and to track the use of this Site. When visitors request pages from this Site, our servers log the visitors' IP addresses. It is not our practice to link IP addresses to anything personally identifiable, which means that a visitor's session will be logged, but the visitor remains anonymous to us. However, we reserve the right to use IP addresses to identify a visitor only when we feel it is necessary to enforce compliance with this Site's policies or to protect our services, members, this Site, or others.

- **Cookies**

Cookies are pieces of information that a website transfers to a device accessing the Internet. We may use both session ID cookies and persistent cookies on our Site or the pages we use to deliver our Offerings to you. A session ID cookie expires when you close your browser. A

persistent cookie remains on your device for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file. You can learn more about cookies at allaboutcookies.org.

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Cookies and similar files do not contain or capture unencrypted personally identifiable data. For many cookies, you may disable our placement of cookies on your device.

- **Web Beacons**

Web beacons are small graphic images (also known as "pixel tags" or "clear GIFs") that may be included on our sites, services, applications, messaging, and tools, that typically work in conjunction with cookies to identify our users and user behavior. Web beacons tell our advertising service providers the Internet address of the Site pages viewed by users, browsing patterns within the Site, and responses to advertisements and promotions on the Site.

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If you use a Seagate cloud-based or back-up service, the information from your device and/or account that you choose to backup such as your contacts, email addresses, calendar, memo, tasks, display pictures, status messages, media files and other on-device information may be sent to Seagate or Seagate service providers. Seagate or Seagate service providers may store this information for you and may use this information in order to facilitate or improve the use, remote access and restoration of that data on your device through the Offerings provided.

Use of Information.

Any information you submit on this Site and/or through our Offerings will be used for a variety of business purposes, including for example, to complete transactions and bill for Offerings; provide you with our Offerings; verify your identity; respond to your requests for service or assistance; anticipate and resolve actual and potential problems with our Offerings; create and improve Offerings; contact you, either via email, telephone or otherwise as authorized by you to answer questions, resolve disputes and troubleshoot problems with your account, product or our Services; suggest additional or different Offerings; make internal business decisions about current and future offers; provide personalized service and user experiences; protect our rights and property; prevent, detect, and investigate fraud, security breaches, potentially prohibited or illegal activities and as otherwise disclosed at the point where such information is collected or in any additional terms and conditions applicable to the particular feature of this Site and/or the Offerings.

Information Sharing.

In order to carry out your requests, to make various features, services and materials available to you through this Site, to respond to your inquiries, and/or to provide our Offerings to you or enable an affiliate (as described above) or third party service provider to provide Offerings to you, we may share your PII. Such third parties are companies or individuals that perform functions on our behalf (or on behalf of our partners), such as companies or individuals that analyze data, provide customer service or other Offerings, advertisers, sponsors or other third parties that participate in or administer our promotions or provide marketing or promotional assistance (but such information will be shared only to the extent they need such information to perform their functions). These service providers may use these technologies to help us deliver our own content and advertising, and compile anonymous site metrics and analytics. We do not permit any of these service providers to collect any of your personal information on our sites or in our services, applications, or tools for their own purposes. These service providers are subject to confidentiality agreements with us and other legal restrictions on their use or collection of any personal information. Your PII may also be used by us or shared with our subsidiaries, affiliates, sponsors, partners, advertisers or other third parties to provide you with services, product information and promotional and other offers.

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We reserve the right to disclose any personally identifiable or non-personally identifiable information if we are required to do so by law or if we reasonably believe that such action is necessary in order to: (a) fulfill a government request; (b) conform with the requirements of the law or to comply with legal process served on us; (c) to protect or defend our legal rights or

property, this Site or our Offerings, or its users; or (d) in an emergency to protect the health and safety of this Site's users or the general public. Except as provided herein, your personally identifiable information will not be provided to any third parties without prior approval from you.

As we continue to develop our business, we may sell or purchase assets. If another entity acquires us or all or substantially all of our assets, or assets related to this Site and/or the Offerings, personally identifiable information, non-personally identifiable information, and any other information that we have collected about the users of this Site and/or our Offerings will be transferred to such entity as one of the transferred assets. Also, if any bankruptcy or reorganization proceeding is brought by or against us, all such information may be considered an asset of ours and as such may be sold or transferred to third parties.

Choice and Access.

You may always direct us not to share your PII with third parties, not to use your PII to provide you with information or offers, or not to send you newsletters, e-mails or other communications by: (i) sending us an e-mail at data.protection.officer@seagate.com; (ii) contacting us by mail at Seagate Technology LLC, Attn: Legal Department, 10200 South De Anza Boulevard, Cupertino, California 95014; or (iii) following the removal instructions in the communication that you receive. Your opt-out request will be processed within 30 business days of the date on which we receive it.

In addition to your normal access to your web account information, we make good faith efforts to provide you with access to your personally identifiable information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical, or for which access is not otherwise required.

Advertising.

Seagate advertises on pages within the Site as well as on other websites not affiliated with Seagate. We contract with advertising service providers who serve advertising to you through the use of technologies, such as cookies and web beacons.

Behavioral Information/Targeted Marketing.

We also use advertising service providers to help us determine which of our advertisements are most likely to be of interest to you while you are on the Site. These advertising service providers may use anonymous behavioral information, such as how you navigate the Site, to provide relevant advertisements to you while you are on the Site. These advertising service providers do not have

access to or collect personally identifiable information, such as your name, address, email address, account number or telephone number.

If you prefer not to have anonymous behavioral information used in this way, set your browser to not accept cookies, but doing so may cause you to experience some inconvenience in your use of the Site, as described above.

Advertising on Other Websites.

Seagate contracts with advertising companies to advertise our accounts and Offerings on websites not affiliated with Seagate. If you click on one of our ads, you link to the third party website that offers the advertised account or Offerings. These ads may contain cookies that allow tracking of your response to our advertisements. These cookies do not identify you personally.

Seagate's advertising service providers, such as Google, Yahoo!, or MSN/Microsoft, may offer a way to opt-out of targeted advertising based on the use of their cookies. In addition, if you prefer that our advertising service providers not know which Seagate website pages you have viewed visit the Network Advertising Initiative site to opt-out of ad targeting from participating companies. In order for the opt-outs to work on your computer, your browser must be set to accept cookies. If you delete cookies, buy a new computer, access the Site from a different computer, login under a different screen name, or change web browsers, you will need to opt out again. If your browser has scripting disabled, you do not need to opt out, as behavioral marketing technology does not work when scripting is disabled. Please check your browser's security settings to validate whether scripting is active or disabled.

Alternatively, if you prefer not to have anonymous behavioral information used in this way, set your browser to not accept cookies, but doing so may cause you to experience some inconvenience in your use of the Site.

Children Under 13.

This Site and our Offerings are not directed to children under 13. We do not knowingly collect personally identifiable information from anyone under 13 years of age. If we become aware that we have unknowingly collected personally identifiable information from a child under the age of 13, we will make reasonable efforts to delete such information from our records.

Keeping Your Information Secure.

We have reasonable security measures in place to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and cannot be responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information.

If you have registered on this Site, for our Offerings or are a member of the Seagate Partner Program, access to your account will be protected by your password. We recommend that you do not disclose your password to any other person. You are solely responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password or account.

Additional Information Regarding Network Attached Storage.

Our "Network Attached Storage" feature enables you to share files from your storage device over the Internet only with people you authorize. Authorized users have access only to those files you specifically designate. Although the "Network Attached Storage" feature is designed so that no one can access your files over the Internet without your permission, Seagate cannot guarantee or warrant that others will not be able to access your files.

You connect with our servers during sign-in. After you have successfully signed in, you can view and download files that you have enabled for web access or that have been shared with you by others.

We give you the option of creating private, password-protected folders and files on your storage device. Except as stated below, your files are stored only on your storage device, not on our servers. The "Network Attached Storage" feature is designed so that only you and the people with whom you choose to share your files should be able to see your data. Keep in mind that any files or pictures you share using the storage device can be saved and forwarded by the people with whom you share them.

We may store the file directory of your storage device on our servers. You use this directory to navigate and select the files you want to view or download when you are away from your storage device. When you download a file from the Web Service, you are pulling the file directly from your storage device, not from our servers. We may also store some directory names (but not file names) in our secure data center in order to provide persistent share information and descriptions to your recipients. The storage device service automatically times out signed-in users after a period of inactivity.

If we suspect that your account has been compromised or is being used suspiciously, we will deactivate the account and notify you. Notify us immediately by sending an e-mail to webmaster@seagate.com if you think your account has been compromised.

All data transmissions between your storage device and your authorized web users are protected by 128-bit SSL encryption. Our service hardware is housed in a secure, access-controlled data center where each access is logged. Only authorized employees with a need for access are granted access.

Other Sites and Third Party Offerings.

This Site may contain links to other websites that we do not control or maintain. We encourage you to note when you leave this Site and to read the privacy statements of such other websites

before submitting any personally identifiable information. Additionally, if you access a third party branded service through an API or otherwise, you are solely responsible for understanding, agreeing to and complying with the third party service terms and conditions of use and privacy policy. Seagate is not responsible for the privacy policies or security of third party websites and/or services.

International Processing and Transfer of Data.

Given that we are an international business, our use of your information necessarily involves the transmission and processing of data on an international basis (including in and to the United States and countries other than the country where the data was collected from you, which may not have data protection laws as stringent as those that exist in your country of residence). By using this Site and/or the Offerings, or providing personally identifiable information to Seagate you consent to the collection, processing, maintenance and transfer of such information in and to the United States and other applicable territories outside of the country where the data was collected from you. All the PII or information you provide may be transferred or accessed by entities around the world as described in this Privacy Policy. We abide by the “safe harbor” frameworks set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information collected in the European Economic Area and Switzerland.

Contact Information.

If you have questions or comments about our Privacy Policy please contact data.protection.officer@seagate.com; or by mail at Seagate Technology LLC, Attn: Legal Department, 10200 South De Anza Boulevard, Cupertino, California 95014.

Changes to this Privacy Policy.

Due to the Internet's rapidly evolving nature and/or as required by law or regulatory change, Seagate may need to update this Privacy Policy from time to time. If so, Seagate will post its updated Privacy Policy on our Site along with a change notice on the Site. Seagate may also send registered users of our Offerings a notice that this Privacy Policy has been changed. Seagate encourages you to review this Privacy Policy regularly for any changes. Your continued use of this Site and/or our Offerings and/or your continued provision of personally identifiable information to us after the posting of such notice will be subject to the terms of the then-current Privacy Policy.