

Supplementary terms for Fujitsu Support Packs

in addition to the General terms and conditions for Hardware and Software Support Services of Fujitsu

1 The type and scope of the acquired Fujitsu Support Pack is identified by the original purchase document / delivery note as issued by Fujitsu or the Fujitsu sales partner as well as by the details in the confirmation of Support Pack activation as issued by Fujitsu. Should there be any differences in the details on the original purchase document and the Fujitsu confirmation of Support Pack activation, the customer is requested to contact the Fujitsu person named in the documents immediately.

2 The basic mandatory prerequisite for a customer to claim service delivery from Fujitsu on the basis of a Fujitsu Support Pack is the prior activation of the Support Pack in order to bindingly assign the Support Pack to a specific contracted product.

3 Upon the purchase of the Support Pack (or in close conjunction thereof) the customer shall receive a Support Pack certificate, which contains the activation key and in which further details about the activation process are described. If the customer does not agree to the activation terms & conditions, the customer is entitled to cancel the Support Pack purchase within 14 days of purchase (date on purchase document / delivery note). The Fujitsu Support Pack activation via the Fujitsu registration procedure has to occur within 30 days of customer purchasing the Support Pack.

If a certificate (including the activation key) is lost, customer shall have no right to a replacement.

4 Support Packs can only be acquired and used for new products. This means that at the time of activation of the Support Pack the specific product to be selected for service entitlement must not be older than 120 days (purchase date according to end-customer document/delivery note). Activation of the Support Pack at a later date is only possible if customer is able to prove to Fujitsu beyond reasonable doubt that the specific Support Pack had been allocated to a specific serial number from the start. The burden of proof in this respect shall be borne solely by the customer.

5 Upon Support Pack activation, the service entitlement resulting from the Support Pack is assigned to the ID and serial number specified by the customer during activation. The Fujitsu Support Pack may then no longer be transferred to any other hardware or software products.

6 The service beneficiary is obliged during activation to select and specify the location of the product entitled to the service. The selected location has to be within the same country in which the Support Pack was first purchased from Fujitsu. A service entitlement for the contracted product will only start 14 days after the activation or alternatively the notification of a change has been received by Fujitsu.

7 As an exception to section 6, certain Support Packs with selected service levels may be moved, registered and activated by the customer in a different country than where they were originally purchased. A list of these service levels and countries where such alternative registration is supported is available at <http://www.fujitsu.com/fts/support-local-terms> (section B).

Note, that in these countries differing service times and geographical limitations may apply. Therefore prior to purchasing, registering and activating the support services in such other countries it is recommendable to always check local product related service capacities at <http://www.fujitsu.com/fts/support-local-terms> (section A).

8 Support Packs, which include proactive service elements, require an additional ready-4-service process. This includes the configuration of and agreement on remote access between the customer and Fujitsu as well as the definition and documentation of the time schedule for the provision of proactive services.