

# Standard Terms and Conditions

## Fujitsu Remarketing Rental Program

### Fujitsu Remarketing Green In-Life™ Solutions

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#### 1. General

These General Standard Terms and Conditions shall apply exclusively to offers, deliveries and services of Fujitsu Technology Solutions GmbH ("FUJITSU"). FUJITSU shall only be obligated to contrary or supplementary General Standard Terms and Conditions of the customer if those terms and conditions accord with the following terms and conditions, or if FUJITSU gives its written consent to them.

#### 2. Provision of the Rental Objects; rights to the software products

- 2.1. The devices/software products and the associated documents (referred to together as "Rental Objects") shall be provided to the customer for the agreed period of time for trial/demonstration. The customer shall not be authorized without the prior written consent of FUJITSU to assign this right of use to third parties.
- 2.2. The customer shall have the non-exclusive and non-assignable right to use the software products in unmodified form on the devices specified in the rental documents. In addition, the software may only be used for the purpose intended in the software documentation. In using software from vendors other than FUJITSU, the customer shall also observe their special license regulations.
- 2.3. The customer may create a copy of each software product for the purpose of data backup, unless otherwise agreed. In doing so, it shall also reproduce alphanumerical identifiers, trademarks and copyright notices without modification, maintain records on the whereabouts of the copies, and allow FUJITSU to inspect these records upon request. Documentation shall not be reproduced.
- 2.4. The customer shall not be authorized to modify, translate or otherwise adapt the software products. This shall also apply analogously to documentation that has not been provided in printed form. Reverse engineering, disassembling and de-compilation of the software shall not be permitted, unless to the extent provided for otherwise by applicable mandatory laws.
- 2.5. All industrial property rights and copyrights to the software products shall remain with their respective holder.
- 2.6. Compelling statutory rights of the customer to the software products shall remain unaffected.

#### 3. Liability for defects

- 3.1. If it is guilty of malicious silence with regard to defects in the devices and software products, FUJITSU shall be liable to recompense the customer for the resultant damage.

- 3.2. Further or other claims from defects of the Rental Objects shall be disclaimed to the maximum extent possible under applicable mandatory laws.

#### 4. Liability of the customer

The customer shall be responsible for the damage for which it and its vicarious agents are to blame and that results in loss of or damage to the Rental Objects. In this regard, it shall in particular be responsible for damage that is caused through use above and beyond normal wear and tear. However, the customer shall always be liable for insurable damage from fire, water or theft. Further statutory claims by FUJITSU shall remain unaffected.

#### 5. Obligation to return the Rental Objects

- 5.1. The customer shall return all Rental Objects in full, along with the rented accessories and the copies of the software products made by it, to FUJITSU by the end of the agreed term of the rental. The customer shall ensure the Rental Objects not to contain any prevention to using and testing, i.e. particularly that all passwords (e.g. BIOS and system passwords), codes or similar encryptions have been removed. The Rental Objects shall be regarded as having been returned upon their arrival at the agreed receiving location of FUJITSU. They shall be returned in their original packaging.
- 5.2. If the customer is in delay in returning the Rental Objects for circumstances for which it is responsible, FUJITSU shall be authorized to demand flat-rate compensation for the loss in value of 5 % of the TP which is valid at the delivery of the Rental Objects per commenced week for the Rental Objects affected by the delay. The customer shall have the right to prove that FUJITSU has incurred less damage as a result of the delayed return. Further statutory rights and claims shall be reserved.

#### 6. Purchase option

If the customer decides to purchase the Rental Objects, the "General terms and conditions of Sale to Business Customers" of FUJITSU, which shall be provided to the customer upon request, shall apply to this purchase agreement, unless otherwise agreed.

#### 7. Liability of FUJITSU

- 7.1. FUJITSU shall be liable only in cases of intent and gross negligence.

- 7.2. FUJITSU shall be liable without limitation for any injury to persons for which it is responsible. In the event of damage to property for which it is responsible, FUJITSU shall reimburse the cost of restoring the objects up to an amount of EUR 250,000.00 per damaging event. If data carrier material is damaged, the obligation to render compensation shall not cover the cost for replacing lost data and information.
- 7.3. Warranty claims and claims for damages on the part of the customer above and beyond those expressly stated in the present agreement, regardless of the legal grounds, in particular claims due to interruption of business, loss of prospective profits, loss of information and data or consequential damages, shall be excluded, unless there is a compulsory liability, for example due to product liability or from a warranty. A shift in the burden of proof to the detriment of the customer shall not be entailed by the above provisions in these sections 7.1 to 7.3.

#### 8. Export Control

The export or re-export including immaterial transfer of goods as well as the technical support in conjunction with this contract may be subject to approval obligations, e.g. by reason of their nature or intended purpose. It is the sole responsibility of the respective contractual partner to obtain such approvals which is obliged to do so according to the valid export control regulations of the Federal Republic of Germany, the European Union (EU), the United States of America (USA) or any other affected country. FUJITSU and customer agree to cooperate in providing information as necessary to obtain any required licenses and approvals on request. Exports, re-exports and the providing of services in conjunction with this contract may not be carried out if there are reasons for suspecting that they may be used in connection with chemical, biological or nuclear weapons or for missile technology to be used for such weapons. The parties shall comply with the

corresponding sanction lists issued by the European Union, the German Federal Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other valid advisory notices from the appropriate authorities as amended from time to time. Activities in conjunction with the fulfillment of the contractual obligations are not permitted in any form for countries and persons belonging to Country Group E according to US Export Administration Regulations (e.g. Iran, Syria, North Korea, Sudan, Cuba). FUJITSU shall not be obliged to supply products and/or perform other obligations that result under this agreement if such supply or performance would violate export control regulations of the Federal Republic of Germany, the European Union the United States, Japan or other countries. An infringement of the provisions in this section shall be considered as a fundamental breach of the agreement.

#### 9. Choice of law/place of jurisdiction

- 9.1. The contractual relationships between the parties shall be subject to German law.
- 9.2. The courts of Munich shall have the exclusive jurisdiction and venue for all disputes arising from or in connection with this agreement.

#### 10. Ineffective provisions / written form

- 10.1. If individual provisions of this agreement should be ineffective in full or in part, the effectiveness of the rest of the agreement shall not be affected thereby, unless adherence to the agreement represents an unreasonable hardship, including taking into account the statutory regulations additionally applied.
- 10.2. Collateral agreements, amendments to and/or modifications of this agreement shall only be valid when provided in writing.

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#### Contact

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