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## Welcome to the Fujitsu Partner Extranet

Welcome to the Fujitsu Partner Extranet, which will give you access to a number of sub-portals and tools, upon successful registration.

By the term "you" we refer to you, as registering natural person as well as to the company you are representing. By registering you confirm that you are an authorised representative of the company which you are representing and that no further power of authority or third party verification is necessary to validate your declaration of consent to the following Terms of Use to become binding also for your company.

The Fujitsu Partner Extranet, and the products and services (each referred to as "Services" hereinafter) in the sub-portals and tools are provided to you by your local Fujitsu entity, unless otherwise set out in the dedicated Terms of Use for the dedicated sub-portal. In cases where there is no local Fujitsu entity Fujitsu Technology Solutions GmbH, Germany shall be your dedicated Fujitsu contact, if and when your company is registered in Europe, Middle East and/or Africa.

Please read these Terms carefully, and contact us via [AskFujitsuHQ@ts.fujitsu.com](mailto:AskFujitsuHQ@ts.fujitsu.com) in case of questions.

## Who May Use our Services

You may use our Services according to the following conditions once you have successfully registered yourself and the company you are representing in the sub-portal, you selected, and only in compliance with these Terms and all applicable laws. Any use or access by anyone under the age of 18 is prohibited, and certain systems may have additional requirements and/or restrictions.

## What we expect you to comply with

In the following we outline our (i) Terms of Use for the Fujitsu Partner Extranet, (ii) Terms of Use for the Services, and (iii) dedicated terms for our sub-portals.

Subject to these Terms and our policies (including our Data Privacy Policy), we grant you as representative of your company a limited, non-exclusive, non-transferable, and revocable right to use our Services for business purposes.

You agree that you will create, access, and/or use only one user account, and you will not share with any third party access to or access information for your account. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.

You may get access to sub portals and tools, which you selected, upon successful registration, according to these Fujitsu Partner Extranet Terms of Use, and, if and when set out for dedicated sub-portals and tools, according to additional local rules, as some sub-portals and tools may only be available in some countries.

In addition and from time to time Fujitsu, at its sole discretion, may propose local marketing campaigns, for a limited time and for a dedicated target group. By registering your participation to such local marketing campaigns you confirm that you are an authorised representative of the company which you are representing and that no further power of authority or third party verification is necessary to validate your declaration of consent to the applicable terms and conditions, which become binding for your company.

The terms and conditions of any local campaign shall have priority over local sub-portal terms and these Terms of Use, however only in respect of any such local relationship and only in the event of a dispute or contradiction. Local sub-portal terms shall have priority over these Terms of Use, however again only in respect of any such local relationship and only in the event of a dispute or contradiction. In all other cases these Terms of Use, local sub-portal terms and the local marketing campaign terms shall apply complementary.

## **What are our Terms of Use for the Fujitsu Partner Extranet**

### **1. General**

Any and all access to and use of the Fujitsu Partner Extranet, is subject to these Terms of Use. Fujitsu reserves the right to amend, modify or replace these Terms of Use at any time and without further notice. Upon logging-in, you are accepting these Terms of Use in their current version as basis for the use of the Fujitsu Partner Extranet. Any use of the Fujitsu Partner Extranet is at your own risk.

### **2. Accessibility of Fujitsu Partner Extranet**

You acknowledge that Fujitsu expressly excludes any liability for the continuous availability of the Fujitsu Partner Extranet and/or its sub-portals. Fujitsu additionally reserves the right to fully or partly stop operating and/or providing the Fujitsu Partner Extranet or limit the access to it at any time and without further notice.

### **3. Use of the Fujitsu Partner Extranet and the Content and Information provided**

All information made public by Fujitsu will be provided for the user – unless stated otherwise – free of charge. Every user may use and document the offered information for his/her own personal needs in business context. Any other use of the information, especially any type of replication, alteration, or integration in any type of publishing or advertisement of any type is only permitted with prior consent of Fujitsu or the particular owner of the information. Fujitsu specifically draws attention to the fact that contents and information can be subject to protective rights; any such protective rights (esp. names and trademarks) shall remain property of Fujitsu at all times. All information has been gathered and checked by Fujitsu with the greatest care and is supplied by Fujitsu to its best knowledge and belief.

As far as the information originates from a third party, it has been adopted without any alteration. Every user is responsible to check whether the information provided is correct, complete, and/or up to date. Fujitsu's liability for any damages due to incorrectness, incompleteness, or missing actuality of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by the user, shall be limited to gross negligence or intentional behavior of Fujitsu. Furthermore, Fujitsu shall not be liable for any damages, which result from any misconduct of the user with the information supplied.

You must not remove or alter the legends or notes referring to the existing intellectual property rights (such as ©, ®, TM) and shall respect them. No claims can be asserted to Fujitsu with regard to the publication/upload of documents, commentaries, texts, concepts, ideas, scripts, artwork or reports (the 'Documents') on the Fujitsu Partner Extranet.

You are not entitled to claim any payment or compensation from Fujitsu for Documents transmitted to and/or uploaded in the Fujitsu Partner Extranet, or for any other use of the Documents.

You warrant that you are entitled to use and transfer the Documents transmitted/uploaded with regard to the relevant intellectual property rights. In the event of any infringement of any third parties' intellectual property rights in connection with the publication/upload of any Documents you shall indemnify Fujitsu against any and all third party claims and shall reimburse any damage, costs and expenses incurred by such an infringement to Fujitsu, in particular the costs of legal defence.

#### **4. Links / Contents and Information of Third Parties**

The Fujitsu Partner Extranet may contain links and references to the web pages of third parties. Fujitsu shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Fujitsu does not have control over the information or contents on such web pages. Neither shall Fujitsu be liable for the quality, correctness, nor completeness of any third party information expressly provided on the Fujitsu Partner Extranet as third party information, including any information supplied by any of the sales partners.

#### **5. Software Download**

If software should be offered for download by Fujitsu, any and all use of such software shall be subject to the relevant license conditions of the legitimate supplier or manufacturer (license agreement). These terms will be transferred together with the software and/or are obtainable from the manufacturer/legitimate supplier of the software. In general user will not be able to install such software, before or without accepting the relevant licensing terms and conditions provided. Software offered for download will in general be exclusively intended for private use or testing purposes only. Any other use may and will be pursued according to criminal and civil law. Mandatory user rights shall remain unaffected within the particular scope of law as applicable a respective territory. Fujitsu is not liable for damages, which result directly or indirectly from using downloaded data file.

#### **6. Important Notice on Computer Viruses**

Although Fujitsu makes every endeavor to keep the Fujitsu Partner Portal free from viruses, Fujitsu cannot provide any warranty or guarantee that it is virus-free. The user shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

#### **7. Registration / Password Protected Access/Security**

In the interest of reliability, safety and security many sections in the Fujitsu Partner Extranet and its sub-portals may only be accessed by registered users. Fujitsu reserves the right to deny registration to any potential user as well as the right to implement further registration requirements for dedicated sub portals and subsites of the Fujitsu Partner Extranet, even if such sub-sites may have been freely accessible by then. The access to and the use of such subportals and subsites requires that for each potential user a specific URL will be allocated. Each user will be provided with personal login data. The user will only be able to access the information specifically provided for him, unless a portal is explicitly meant for general publication or wider use, as the Reseller Locator, the People Picker or the Fujitsu Ecosystem platform. Other data and files, in particular to data and files of other users are not accessible provided that the respective personal login data have not been disclosed to third parties.

Please note:

- Any registration can only be carried out, if you are using your true name and correct data
- Should your registration data change, you are obliged to update them (to the extent possible: online) without undue delay. Thus you shall ensure that your contact data, supplied to Fujitsu are kept up to date at all times so that you can be contacted by Fujitsu at any time.
- Your user ID will automatically be locked, if an incorrect password has been entered three consecutive times.

It is within your sole responsibility to keep your personal login data in confidence and avoid any misconduct with regard to the use of your personal login data. The personal login data are not transferable. Thus each potential user in your company is obliged to register for dedicated personal login data.

In case you should discover that your personal login data have unintentionally been made accessible to any unauthorized and/or third party or that there might exist any risk of misuse, you shall immediately inform Fujitsu. Fujitsu will then take measures to block your personal login data until the risk of misuse is avoided.

Fujitsu shall not be liable in contract, tort or under any legal theory for any damages resulting from any abuse of any personal login data, unless such abuse was caused by Fujitsu by intent or gross negligence.

In the interest of security Fujitsu reserves the right,

- at any time and without indicating any specific reasons, to cancel or limit your access to the password-protected area.
- to check the security of the passwords.
- to check the data exchanged between you and your customers and partners on the Fujitsu Ecosystem platform for security reasons. However, Fujitsu shall not be obliged to verify whether the data exchanged are lawful.

In addition Fujitsu shall be entitled upon notice, at any time and without having to provide specific reasons, to block, cancel or limit your right to access the password-protected area by blocking your personal login data, in particular in cases of

- using false data for the purpose of registering or ordering;
- violating these Terms of Use or neglecting general duties of care with regard to User Data;
- violating applicable laws;

While accessing and or using the Fujitsu Partner Extranet and its sub-portals platform you must not

- harm other persons, in particular minors, or infringe their personal rights;
- breach public morality in your manner of use;
- violate any intellectual property right or any other proprietary right;
- upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
- transmit, store or upload hyperlinks or contents to which you are not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful;
- distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material. In particular you shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.
- use trivial passwords, such as Password, Test or 1234 but the new password has to be at least 8 digits long with 1 capital letter, 4 small letters, 2 numbers and 1 special sign.

## 8. Limitation of Liability

Fujitsu shall not be liable for any consequential damages, especially lost profits, cancellation of operations, interruption of operations, or loss of data unless such liability should be mandatory at law. As far as the liability can be excluded or limited according to law, but has not yet been excluded or limited elsewhere within these terms, it is limited to €10.000,- per damaging incident, up to an aggregate maximum sum of €50.000,-.

## 9. Jurisdiction / Applicable Law

The Fujitsu Partner Extranet is operated and administered only in and for Europe, Middle East, and Africa (EMEA). Fujitsu makes no representation that information, software and/or documentation on the Fujitsu Partner Extranet are appropriate or available for viewing or downloading at locations in other countries world-wide. If users access the Fujitsu Partner Extranet from other countries, they are themselves exclusively responsible for compliance with all local laws. Access to the Fujitsu Partner Extranet's information, software and/or documentation from countries, where such content is unlawful is expressly prohibited. These Terms of Use shall be governed by the local laws of your local Fujitsu entity. In case there is no local Fujitsu entity with seat in your country, German law shall apply.

## What are our Terms of Use for the Services

### 1. General

Any and all use of the Fujitsu Partner Extranet Services is subject to these Terms. Fujitsu reserves the right to amend, modify or replace these Terms at any time and without further notice. Upon logging-in, you are accepting these Terms in their current version. Please check these Terms regularly as they may be subject to change from time to time.

These Terms and their execution shall be construed and governed in accordance with the law of the country your local Fujitsu entity is registered. In case there is no local Fujitsu entity with seat in your country, German law shall apply. The application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

These Terms shall not change any of the contractual agreements between Fujitsu and you, but instead only offer you additional features and services. Thus, should you already have a written contractual agreement with Fujitsu, any such written contractual agreement shall remain valid and only in the event and to the extent of any conflict between such written contractual agreement and these Terms the written contractual agreement shall have precedence. In case there is not a conflict, but the written contractual agreement is silent on issues, which are addressed in these Terms, these Terms shall apply.

### 2. Fundamental legal terms

Should you not already have a contractual relationship with us, which sets out respective agreements, the following basic terms for any contractual and business relationship between you and Fujitsu shall apply:



**a. Offering Fujitsu products, Use of Fujitsu Trademark and use of your trademark**

You shall offer the Fujitsu products to your customers solely under the specified product names including brands and copyright notices and provide your customers with all the information, accompanying legal information and documents required for usage. You must not make any promises or statements concerning features of the products/services that go beyond the information material provided by Fujitsu.

Unless otherwise explicitly agreed for a specific project, you are not authorized to make or have any changes made to Fujitsu products.

In connection with sales activities you shall present the Fujitsu products in a promotionally effective and target-customer-oriented way, and shall consult your customers diligently and comprehensively before and after effecting sales as well as provide them with support and instruction with regard to the application of Fujitsu products and services. In this context you shall observe the generally available product-, service-, training- and marketing information that Fujitsu provides.

You acknowledge that all trademark rights and other rights in the name "Fujitsu" and the following Fujitsu logo



(collectively "Fujitsu Trademarks") are owned by Fujitsu Limited, Japan.

You agree that you will use the Fujitsu Trademarks only to the extent allowed under applicable trademark law or under a contract other than these Terms of Use and solely for the purposes of selling and marketing products and/or services of or otherwise cooperating with Fujitsu or its affiliated companies. You acknowledge that under these Terms of Use no additional rights to use the Fujitsu Trademarks or any other names or trademarks of Fujitsu, its affiliated companies or any third party are granted, neither express nor implied.

You furthermore agree to the following conditions for using the Fujitsu Trademarks:

- (a) You shall not damage the value of the Fujitsu Trademarks in the course of using them, and in particular, you shall not use the Fujitsu Trademarks in a way that is derogatory (which will be determined at the sole discretion of Fujitsu or its affiliated companies).
- (b) You shall not (i) incorporate the Fujitsu Trademarks into your business, product or service name, (ii) connect your company, product or service name in any way with the Fujitsu Trademarks, or (iii) use the Fujitsu Trademarks in your domain name.
- (c) You shall not use the Fujitsu Trademarks in any way which may suggest an association with Fujitsu or its affiliated companies, its products or services or any endorsement thereof which does not exist.
- (d) You shall not use any marks similar to the Fujitsu Trademarks.
- (e) You shall not modify the Fujitsu Trademarks in any way (e.g., but not limited to, with regard to colors, sizes, distortions, combinations with other elements).
- (f) You acknowledge that Fujitsu or its affiliated companies may change these conditions for using the Fujitsu Trademarks at any time at their sole discretion.

Fujitsu shall be entitled to use the name and the (registered) trademarks of you, respective of the company you are representing for advertising and marketing purposes of products and/or services.

## **b. Product Liability**

With a view to product liability provisions and product safety legislation applicable to the Fujitsu products, you are obliged to support Fujitsu in the fulfilment of its obligations in this regard to the maximum possible extent. In particular you shall monitor your installed base of Fujitsu products for serial/epidemic defects and or any product safety related issues. In the event such serial/epidemic defect or product safety related issue should arise you shall inform Fujitsu immediately and in writing about any such suspected product defects, security problems or complaints due to such defects, in particular if a Fujitsu product has or could have caused personal injury or death. You shall cooperate with Fujitsu in Fujitsu's attempts to determine the root cause of the defect/product safety issue, in particular by providing Fujitsu with comprehensive information on the incident including personal contact data of affected or potentially affected customers. Please ensure that such customer data can be legally made available upon Fujitsu request in accordance with the requirements of applicable data protection laws. In this respect, you shall also diligently keep and provide to Fujitsu upon request all records and reports on all incidents that refer to Fujitsu products and services or corresponding third party manufacturers, if marketed and sold by Fujitsu

## **c. Environmental Management**

You shall comply with all locally applicable legal requirements for recycling and disposal of the waste or non-repairable devices, spare parts or equipment and with the current ISO standards for this area. You shall support both the environment management and recycling activities of Fujitsu.

## **d. Export Control regulations**

The cross border performance of services, the export of products, technical know-how and/or service/product documentation may require - for example on account of their destination, nature or purpose - official or government approval. As far as services are destined for performance abroad, and/or products and/or documentation are destined for export, you and Fujitsu shall cooperate in providing information on request as necessary to obtain any required licenses and approvals in accordance with 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. You will take reasonable measures to verify and assess your customers in relation to foreign trade and payments to foreign countries. Upon request you will demonstrate such inspection measures to Fujitsu in detail. You will notify your customers in writing about the applicable export regulations and arrangements set out in this section.

Exports, re-exports and the providing of services in conjunction with these Terms 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. You 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.

An infringement of the provisions in this section shall be considered as a fundamental breach and you shall be exclusively liable for any resulting damages.

Fujitsu shall not be obliged to supply products or perform services if such supply or performance would violate export control regulations of the Federal Republic of Germany, the European Union, and the United States, Japan or other countries.

Please note, that by answering the export control related questions in the Fujitsu Channel Partner Portal (CPP), you - on behalf of your company - represent and warrant that the export control information you provide in the CPP is comprehensive and correct. Furthermore you acknowledge that Fujitsu relies on the export control information and any false or incomplete information you have provided may cause serious damage and/or breaches of export control laws for which you and your employer will be held liable. Please note that in case you should gain knowledge of facts after your first response to the questions of the CPP, that would lead to a different answer to these questions, you are obliged to inform Fujitsu immediately thereof. Failing to provide up-to-date information and your provision of false information hereunder will additionally be considered as a material breach of these terms of use that might lead to a termination of your company's contractual relationship with Fujitsu and/or a suspension/permanent barring of your company from the Fujitsu Partner Extranet and its sub-portals.

#### **e. Confidentiality**

You agree to keep all information confidential ( "Confidential Information"), whether written or oral, concerning the business and affairs, as well as personal data of Fujitsu which you obtain or receive as a result of using or having access to the Fujitsu Partner Extranet and its content, sub-portals, tool and information except where (a) the Confidential Information was already lawfully known, or became lawfully known to you, or (b) the Confidential Information is, or comes into, the public domain other than due to wrongful use or disclosure, or (c) it is shown to have been developed independently by you without reliance on Fujitsu's Confidential Information. You shall use the Confidential Information exclusively in connection with our business relationship and protect it with the same manner you protect the confidentiality of your own proprietary and Confidential Information of like kind, but always at least to the degree of reasonability and prudence. You shall disclose the Confidential Information (i) as may be required by law, and (ii) to those affiliates and affiliates personnel only, which need to have access to such information in connection with our business relationship. If and to the extent the disclosure of Confidential Information is required by law, you shall, to the extent required by a judicial order, disclose such information, provided that you shall promptly notify us and shall cooperate with us to contest or minimize the scope of the disclosure (including application for a protective order).

#### **f. Compliance/ Ethical Standards**

Fujitsu is committed to an ethical and responsible conduct in its business operations, which respects the rights of the individuals and the environment.

At a minimum Fujitsu requires you to comply with all applicable laws and regulations applicable to its business and to conduct business based on company policies, which are equivalent to Fujitsu's Global Business Standards (see: <http://www.fujitsu.com/global/about/philosophy/codeofconduct/gbs/> ) and any other relevant rules provided by Fujitsu. You should support the principles of the Universal Declaration of Human Rights, United Nations Global Compact, the International Covenant on Civil and Political Rights, the International Covenant on Economics, Social and Cultural Rights, and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. You shall especially:

- not use child labor or forced or involuntary labor of any kind;
- treat all your employees with dignity and respect and not use corporal punishment or threats of violence or other physical or mental abuse;
- comply with the respective national laws and regulations regarding wages, working hours and benefits;
- not discriminate in hiring and employment practices whether based upon race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, disability or political opinion;
- provide your employees with a safe and healthy workplace (and where applicable any housing provided for employees) in compliance with applicable laws and standards and ensure reasonable access to drinkable water and sanitary facilities, adequate lighting and ventilation and fire safety;
- be prepared for any disruptions of your business (e. g. natural disasters, terrorism, software viruses, illness, infectious diseases);
- comply with all applicable anti-corruption laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and the laws and regulations of where you reside or do business in connection with the transaction(s) contemplated by the parties and in connection with any other business transactions involving you and Fujitsu;
- covenant that you have not and shall not, in all activities in connection with the performance of of the Fujitsu Partner Extranet and its sub-portals or any other transaction(s) contemplated by you and Fujitsu, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything value to any individual, including a government official, for

the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business;

- warrant and represent that you have no government official as your director, officer or controlling shareholder or as employee who will perform services for Fujitsu and that no government official has a controlling interest in your company and you shall immediately notify Fujitsu in writing if such warranty or representation is no longer true;
- comply with all applicable foreign trade laws and export control regulations as well with the corresponding sanction lists and anti-money-laundering laws and regulations;
- comply with the applicable cartel and competition law and regulations in all activities in connection with the performance of the transaction(s) contemplated by the Parties;
- comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.
  
- review the rules, restrictions and principles herein and agree to take appropriate steps to ensure compliance therewith by all of your directors, officers, and employees who will perform services in connection with transaction(s) contemplated by you and Fujitsu and in connection with any other business transactions involving you and Fujitsu;
- not instruct, cause or permit any third party to violate the conditions set forth in this section on your behalf or on Fujitsu's behalf;

You shall take adequate measures to ensure that the provisions of this section are communicated to your employees including the posting of the requirements of this section in the local language in a place easily accessible to all employees. Furthermore, you shall use best efforts to forward the contents of this section to your suppliers and customers, even if they are purchasing products from your for resale purposes only, such as reseller, retailer or other dealers and to convince them to meet the principles and requirements of this section. You shall inform Fujitsu of the measures you adopted to ensure compliance with the rules, restrictions and principles herein, on Fujitsu's request.

In the event of a failure to comply with any provision of this section, you shall notify Fujitsu immediately in writing.

You agree to keep accurate books, accounts, records, contracts, invoices, emails and other electronic files and accompanying documentation (collectively, hereinafter "Documents") in connection with the transaction(s) contemplated by you and Fujitsu and in connection with any other business transactions involving you and Fujitsu. Fujitsu reserves the right to audit the Documents by itself or by outside auditors acting on Fujitsu's behalf, upon notice. You agree to fully cooperate in any such audit.

Fujitsu may terminate any agreement with you (including your use of the Fujitsu Partner Extranet and its sub portals), or suspend or withhold payment effective immediately upon written notice to you, if it has a good faith to belief that you have breached, or have caused a breach of the provisions of this section. Fujitsu will not be liable for any claims, losses, or damages arising from or related to failure by you to comply with the provisions of this section or related to the termination of any agreement between you and Fujitsu because of an infringement of the provisions of this section. You shall indemnify and hold Fujitsu harmless against any claims, losses, or damages caused by a failure of you to comply with the provisions of this section.

## What are our additional Terms of Use for the Fujitsu SELECT Partner Program

### 1. Introduction

The SELECT Partner Program will give you access to a number of tools/portals and selected information, as offered in the country specific Fujitsu Channel Partner Portal (CPP) as well as offered in the Corporate Partner Portal. Upon successful registration you are member of the Fujitsu channel partner program, named SELECT Partner Program. Via the SELECT Partner Program you have access to a number of offerings, tools and information, specifically set up for you as Fujitsu Channel Partner.

### 2. Services in the SELECT Partner Program-Overview

You may get access to different tools and apps, depending on your membership status according to the rules of SELECT Partner Program and the local rules (some tools may only be available in some countries). The registration for the SELECT Partner Program currently comprises the access to the country specific Fujitsu Channel Partner Portal (CPP) as well as to the Fujitsu Corporate Partner Portal. In these portals the following sub-portals, systems, websites and tools are offered ("Connected Systems"), partially sending emails to you with specific content.

Name	Description	Sending emails
FIOLA	Training/certification portal	Yes updates are sent by email <a href="mailto:training@ts.fujitsu.com">training@ts.fujitsu.com</a>
Mobile Channel app (available in specific countries)	Channel information portal (for sales support/business development and for product supply)	Yes updates are sent by email
Partner Info Vertrieb and Erstkauf, SDC, Online Finance And Leasing (available in Germany only)	Channel information portal (for sales support/business development)	Yes updates are sent by email
SELECT Connect	Platform to enable deal registration, lead handover, special price requests.	Yes updates are sent by email
Marketing Development Fund	Tool to support Fujitsu channel partner in their Fujitsu marketing activities by entitling them to apply for Marketing Development Funds.	Yes, all correspondence and whole funding process is based on email exchange.
Reseller Locator and People Picker	Application where end customers can spot resellers and partner account data are published Selection of partner and Fujitsu contacts.	
Incentive/loyalty platform	Tool where incentive campaigns are launched to Channel Partners	Yes updates are sent by email
Configuration Tools (System / Fujitsu Architect)	Tools to enable the configuration of solutions	
Fujitsu Ecosystem Platform	Partner-to-partner platform which will be offered as a matching platform, linking partners to partners and customers to partners.	

Please find further information about each Connected System [here](#) and in the following. In case of the CPP and the Connected System all information and personal data is kept centrally, making use of Salesforce, as CRM tool.

On local level Fujitsu, at its sole discretion, may offer additional local Services. Any such local Services have dedicated local terms and conditions, which take priority over these Terms of Use, if and where contradicting. Any such local Service is in the sole responsibility of the local Fujitsu entity and is not part of a central offering.

### **3. The SELECT Partner Program -General**

The SELECT Partner Program offers and comprises a variety of useful information on global and regional level.

On regional level Fujitsu is sharing with you product, services and supply information. Furthermore Fujitsu is supporting you in configuration tasks, e.g. via the Fujitsu Architect. You acknowledge and accept that the Terms of Use for the Partner Portal, as set out below, shall also apply for such content, information, support and tools. This shall apply in particular for the availability of Services and Fujitsu's liability.

These Terms and their execution shall be construed and governed in accordance with the law of the country in which your local Fujitsu entity is registered. In case there is no local Fujitsu entity with seat in your country, German law shall apply. The application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

The SELECT Partner Program shall not change any of the contractual agreements between Fujitsu and you, but instead only offer you additional features and services. Thus, should you already have a written contractual agreements with Fujitsu, any such written contractual agreement shall remain valid and only in the event and to the extent of any conflict between such written contractual agreement and these Terms of Use the written contractual agreement shall have precedence. In case there is not a conflict, but the written contractual agreement is silent on issues, which are addressed in these Terms of Use, these Terms of Use shall apply. Where these Terms of Use make reference to further tool-specific terms and conditions, such tool-specific terms and conditions shall prevail, in case there is a conflict. In all other cases the tool-specific terms and conditions comply additionally.

As such, In case of purchase transactions on the basis of the Mobile Channel app (available in specific countries only) or by using the Electronic Procurement Portal (EPP) also the local sales terms will apply, as published in the local Mobile Channel app terms on the CPP or in the EPP. In the event and to the extent of any conflict between the local sales terms and these Terms of Use the local sales terms shall have precedence.

### **4. Deal Registration Tool, Special Price Request and Lead Handover**

#### **a. Deal Registration**

Fujitsu is offering a Deal Registration Tool ("DRT") for Channel Partners with dedicated status and certification for dedicated product and sub-product lines. The details are set out in the DRT terms, on the local site of the Channel Partner Program of your local Fujitsu entity.

#### **b. Special Price Requests**

For all distributors and partners Fujitsu offers a Special Price Request (SPR) Process.

Reseller and distributors are free to ask for a special price for a dedicated end-customer project. Once a special price request has been deemed acceptable by Fujitsu, Fujitsu will generate and provide a project related offer to (1) the distributor that was selected by the reseller or to the requesting distributor or (2) to the requesting reseller, in case no distributor is involved. The recipient of the Fujitsu offer, be it the distributor or the reseller, may then either accept such Fujitsu offer by placing a project specific order or reject such Fujitsu offer.

In case of alternative (1), the distributor and the reseller, as independent business entities, shall decide about the pricing in their contractual relationship between them in sole discretion, however with the mutual endeavor to convince the end-customer to buy Fujitsu products and/or services. Thus the distributor will remain free to quote a different price for the requested products and/or services towards the reseller, thus such price from the distributor may not be the price originally entered by reseller in the Fujitsu SPR tool. All terms and conditions concerning the purchase of the requested products and/or services are to be agreed separately between the distributor and the reseller and Fujitsu shall be no party to the sales contract between the distributor and the reseller.

If in alternative (1) the distributor does not place a project specific order based on the Fujitsu offer within 14 days from the Fujitsu offer date, or within the dedicated time frame, as explicitly set out in the Fujitsu offer, the Fujitsu offer shall be deemed rejected by the distributor. In case of a rejection from the distributor the reseller may choose to select another distributor for the project related procurement purposes or cancel the special price request by written notice/deletion of the request in the SPR Tool.

In case of alternative (2), the reseller, as independent business entity shall decide about the pricing to the end-customer in sole discretion, however if the reseller does not place a project specific order based on the Fujitsu offer within 14 days from the Fujitsu offer date, or within the dedicated time frame as explicitly set out in the Fujitsu offer, the Fujitsu offer shall be deemed rejected by the reseller.

For the avoidance of doubt: In no event shall Fujitsu's acceptance of any Special Price Request, the offer from Fujitsu to the (1) distributor, or (2) the reseller or the acceptance of the (1) distributor's or (2) the reseller's order, be deemed as granting exclusivity in a project and Fujitsu shall not be inhibited to make similar offers to other resellers with regard to the same project.

The prices agreed apply exclusively to the project for which the special price was requested and are only valid if and to the extent the systems and quantities are ordered as outlined in the corresponding Fujitsu offer.

In case of alternative (1), the distributor must inform the reseller of its obligation to document the execution of the sale of the products in question to the agreed end customer by virtue of the final contract or relevant receipts and invoices that indicate the type of products purchased as well as the scope of any services provided and their respective duration. The reseller undertakes to inform the end customer of the provider's service conditions.

Reseller and distributor represent and warrant that they neither directly nor indirectly use any portion of any discount granted by Fujitsu for purposes inconsistent with the Global Anti-Corruption Laws. Reseller and distributor represent and warrant that they will provide truthful and accurate information to Fujitsu when seeking approval for non-standard discounts and will apply all non-standard discounts in accordance with the written justification submitted to Fujitsu, the terms of the applicable contract with Fujitsu, and the Global Anti-Corruption Laws. Fujitsu reserves the right to audit the Documents (as defined in section 2.f) of distributor and reseller, which are connected to a Special Price Request, by itself or by outside auditors acting on Fujitsu's behalf, upon notice. Distributor and reseller agree to fully cooperate in any such audit and distributor further agrees to make sure to provide for the respective rights in the contracts with his resellers. The Documents include - but are not limited to - proof of delivery to the end customer in the form of the end customer's order, delivery note and invoice. In the event the distributor/reseller fails to deliver the requested documents within 20 days following a request by Fujitsu, Fujitsu is entitled to receive from the distributor the difference between the discounted price stated in the Fujitsu offer to the distributor and the price which the reseller would have paid for the goods based on the net Dealer Reference Price List (DRP).

Fujitsu will conduct any audit under consideration of legal restrictions according to applicable competition law. Where required the audit will be performed by an external accountant with an appropriate non-disclosure agreement in place.

Any further details of the SPR process shall be set out in country specific terms.

### **c. Lead Handover**

In case of a lead handover you must make sure when accessing leads and therefore personal related data of customers through the tool that you will use the contact data of the customer in context of the specific lead only. If you don't accept this requirement or you don't work on the lead, you are not entitled to use the contact data, but instead you have to delete them and under no circumstances use them for your company's own marketing purposes. Please note that you have to inform the customer that you have received the contact data in context of his interest in Fujitsu products, solutions or services.

### **d. The Fujitsu PC Architect, the Fujitsu System Architect and the Fujitsu Web Architect ("Fujitsu Architect")**

The Fujitsu Architect consists of three independent tools (Fujitsu PC Architect, the Fujitsu System Architect and the Fujitsu Web Architect), which each enable the configuration of solutions Any access to and registration for the Fujitsu Architect is conditional on (i) a successful registration in the Fujitsu Partner Extranet and, based on that, (ii) on the acceptance of its Terms and Conditions, in particular upon acceptance of the Terms of Use for the Fujitsu SELECT Partner Program. Upon your registration the use of the Fujitsu Architect constitutes a legal agreement between the legal entity, represented by you and your local Fujitsu entity, and in case there is no local Fujitsu entity with seat in your country, with Fujitsu Technology Solutions GmbH. This legal agreement shall be governed by the following dedicated Terms & Conditions for the Fujitsu Architect, the terms of the Fujitsu SELECT Partner Program, the terms of the Fujitsu partner Extranet, any further written contractual agreement between you and Fujitsu and the applicable local law.

In the event and to the extent of any conflict between the documents that comprise the agreement they shall have the following order of precedence in descending order of priority:

1. This dedicated Fujitsu Architect Terms
2. The terms of the Fujitsu SELECT Partner Program
3. The terms of the Fujitsu Partner Extranet
4. Any further written contractual agreement with Fujitsu

As such in particular the following terms of the Fujitsu SELECT Partner Program and the Extranet apply also for Fujitsu Architect: Additional Data Privacy Terms for the SELECT Partner Program, Compliance, Confidentiality, Jurisdiction/Applicable Law and Limitation of Liability.

The primary objective of Fujitsu Architect is to drive the sales of products, services or technologies offered to you by Fujitsu. By accepting your registration and allowing your use of the Fujitsu Architect Fujitsu does neither commit nor guarantee product supply to you. You will have to follow the Fujitsu standard order process to gain Fujitsu's acknowledgement of product supply.

All prices in the Dealer Reference Price List and/or other price list, published in the PC Architect are to be understood as suggestions/non-binding recommendations for you. The price are recommended as business to business standard net prices for local reseller procurement at local Fujitsu distributors. All prices are stated in EURO, US \$ and partially also in local currencies and are in any case exclusive of any applicable value added tax (VAT), Sales Tax, Use Tax, GST and all other local taxes, levies and/or custom charges which may be applicable at the time of the respective purchase, all of which will have to be added as an uplift to calculate the local non-binding recommended Dealer Sales Price. It is your sole responsibility to properly account for and determine your pricing, as well as determine and pay any tax for any products received from Fujitsu in compliance with any applicable law and regulation.



Fujitsu has no obligation to provide consulting services to you or the partner of the transaction, unless explicitly agreed otherwise. Fujitsu assumes no obligations and is therefore not liable for the quality of the products offered by you, or the fulfillment of any contractual agreement, which Fujitsu is not party to.

You may use the offered information for your own professional needs. Any other use of the information, especially any type of replication, alteration, or integration in any type of publishing or advertisement of any type is only permitted with prior consent of Fujitsu or the dedicated owner of the information. We specifically draw attention to the fact that contents and information can be subject to protective rights; any such protective rights (esp. names and trademarks) shall remain property of Fujitsu and/or the respective owner at all times.

Please note and respect in particular the following for the Fujitsu System Architect:

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#### **Free Software Foundation, Inc.**

This product includes software licensed under the GNU GPL v2 or a later version of that license (<http://www.gnu.org/licenses/licenses.html>).

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#### **Apache Software Foundation**

This product includes software developed by the Apache Software Foundation (<http://www.apache.org>).

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This product includes software developed by Hans Dietrich.

Copyright © 2001-2003 Hans Dietrich.

The Fujitsu Architect is operated and administered only in and for countries in EMEA, in which Fujitsu has a business residence. Fujitsu makes no representation that information, software and/or documentation on the Fujitsu Architect are appropriate or available for viewing or downloading at locations in other countries of the world. If you access the Fujitsu Architect from other countries, you are responsible for compliance with all local laws. Access to the Fujitsu Architect's information, software and/or documentation from countries, where such content is unlawful, is expressly prohibited.

The Fujitsu Architect is provided to you free of charge for your convenience, with no warranty whatsoever from Fujitsu. Fujitsu disclaims any and all warranties expressed, implied, or otherwise, with respect to the Fujitsu Architect, including any warranty of merchantability, satisfactory quality, or fitness for a particular purpose, or any warranty of non-infringement. In addition, Fujitsu does not warrant the continuous or uninterrupted access to the Fujitsu Architect or the operation, functionality, or availability of the Fujitsu Architect, or that the Fujitsu Architect will be virus free, or that any defects in the Fujitsu Architect will be corrected.

## **5. Media Portal & Resource Center**

In the Media Portal & Resource Center (“MPRC”) your dedicated local Fujitsu entity offers you marketing material and marketing information based on dedicated MPRC terms and conditions (“MPRC Terms”) as set out in the MPRC.

All information made public by Fujitsu in the MPRC will be provided to you – unless stated otherwise – free of charge. You may use and document the offered information for your own professional needs. Any other use of the information, especially any type of replication, alteration, or integration in any type of publishing or advertisement of any type is only permitted with prior consent of Fujitsu or the dedicated owner of the information. We specifically draw attention to the fact that contents and information can be subject to protective rights; any such protective rights (esp. names and trademarks) shall remain property of Fujitsu and/or the respective owner at all times. This particularly applies to texts, images, graphics, sound, video or animation files. The replication or use of such pages (or parts thereof) in other electronic or printed publications and their publication (also in the internet) is only permitted in accordance with the dedicated MPRC Terms. Furthermore, images, graphics, text or other files can be wholly or partially subject to the copyright of third parties. All trademarks and brand names that are mentioned in the MPRC are possibly protected by third parties unrestrictedly subject to the provisions of the respective valid trademark act and the ownership rights of the registered owners. The fact that a trademark has merely been named in a document should not imply that trademarks are not protected by the rights of third parties.

The MPRC is operated and administered only in and for countries in which Fujitsu has a business residence. Fujitsu makes no representation that information, software and/or documentation on the MPRC are appropriate or available for viewing or downloading at locations in other countries of the world. If you access the MPRC from other countries, you are responsible for compliance with all local laws. Access to the MPRC's information, software and/or documentation from countries, where such content is unlawful, is expressly prohibited.

All information has been gathered and checked by Fujitsu with the greatest care and is supplied by Fujitsu to its best knowledge and belief. As far as the information originates from a third party, it has been adopted without any alteration. Every user is responsible to check whether the information provided is correct, complete, and/or up to date. Fujitsu's liability for any damages due to incorrectness, incompleteness, or missing actuality of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by you shall be limited to gross negligence or intentional behavior of Fujitsu. Fujitsu shall not be liable for any damages, which result from any misconduct of you or of third parties with the information supplied.

The MPRC may contain links and references to the web pages of third parties. Fujitsu shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as Fujitsu does not have control over the information or contents on such web pages. Neither shall Fujitsu be liable for the quality, correctness or completeness of any third party information provided on the MPRC as third Party information, including any information supplied by any of the sales partners.

## **6. Reseller Locator, People Picker**

By accepting these Terms of Use you acknowledge and accept that Fujitsu shall be authorized to collect, process, disclose and publish your company data, as company address, contact, phone number, website, in the CPP, either in the section “Reseller Locator” or in another appropriate contact section, in order to allow potential customers to locate and contact your company. As such the Reseller locator is publicly available for reading purposes. In addition to this the functionality People Picker allows to search for Fujitsu contacts as well as partner contacts, if and to the extent the respective permission is granted. In this context the following personal data will be collected, processed, disclosed and published in a searchable format: first name, last name, email address, account name.

## **7. Fujitsu Channel Partner Loyalty Program**

Your dedicated local Fujitsu entity may offer you, in cooperation with Fujitsu Technology Solutions GmbH, Mies-van-der-Rohe-Str. 8, 80807 Munich and with kind support from Intel Corporation and Microsoft Corporation a loyalty program titled "Fujitsu Perk & More". Fujitsu has commissioned NMF Advertising Agency GmbH and Public Seven GmbH to support the implementation of the loyalty program. The Loyalty Program is only offered for IT specialist retail companies. Any further information and the dedicated terms of this limited offer are published are set out on the local site of the Channel Partner Program of your local Fujitsu entity.

## 8. FIOLA (Training Portal)

In the CPP your dedicated local Fujitsu entity offers you training services in cooperation with Fujitsu Technology Solutions GmbH, Mies-van-der-Rohe-Str. 8, 80807 Munich. Any further information and the dedicated terms of this service are published on the local site of the Channel Partner Program of your local Fujitsu entity.

Please note that Fujitsu shall not assume any liability for concrete, individual success of training and whether the individual participant puts the contents of training to good use. The contents of training courses shall reflect the state of the art at the time of the training. If the training documents contain errors, Fujitsu shall have the right to rectify them. Fujitsu shall not warrant that the provided training contents also apply without any changes to future hardware or software releases.

## 9. Marketing Development Fund (MDF)

In the CPP your dedicated local Fujitsu entity offers you Marketing Development funds based on dedicated terms and conditions and contingent upon your marketing and selling activities in accordance with the respective published specifications. Any further information and the dedicated terms of this service are published on the local site of the Channel Partner Program of your local Fujitsu entity.

Please note:

- Should your MDF application been accepted by Fujitsu, the MDF process constitutes a legal agreement between the legal entity, represented by you and the local Fujitsu entity, accepting your application. In such case the dedicated MDF Terms shall have precedence over any further written contractual agreement with Fujitsu, in the event and to the extent of any conflict between such written contractual agreement and the MDF Terms.
- Only dedicated contact points in the legal entity, you are representing, shall be authorized to participate in the MDF program of Fujitsu. Thus, please make sure you have such authority before starting activities and requesting MDF funds.
- By accepting or approving an Activity, Fujitsu does not commit or guarantee product supply to you. You will follow the Fujitsu standard order process to gain Fujitsu's acknowledgement of product supply.
- Should you not market or sell Fujitsu products in accordance with the respective published specifications, Fujitsu may withhold, reverse, disallow or reduce MDF.

## 10. Mobile Channel App

The Fujitsu Partner Extranet will offer you, upon successful registration, the opportunity to register for the Mobile Channel App, an App, which will allow you to access business information at unbeaten speed in sales process and the right support in winning opportunities, with features like:

- Product Catalogue showing Stock availability at distribution and product descriptions
- Promotions section containing availability of current promotions associated with products.
- Partnership information about SELECT Partner Program in a nutshell and quick access to the business tools

- Download of product documentation
- Portfolio section that facilitates access to additional product pages easily.

In general it is necessary to have a partner or customer status with Fujitsu in order to qualify for the Mobile Channel App. As such these terms shall not change any of the contractual agreements between Fujitsu and you, but instead only amend them with additional terms for the use of the Mobile Channel App.

The use of the Mobile Channel App is based on dedicated terms and conditions, as published in the App.

## 11. Fujitsu Ecosystem Platform

The Fujitsu Ecosystem Platform is a partner-to-partner platform which will be offered (i) as a matching platform, showcasing partner offerings and expertise, and (ii) for linking partners to partners and customers to partners.

The Fujitsu Ecosystem Platform consists of the following 3 main sections:

- Reseller Search: Upon your insertion of the required data in the Profile App everybody can search for partners based on different filters options. In addition Fujitsu uses the information and data collected in the Profile App to further complete the company profile of the partner in the Reseller Search functionality, and as such creating a Superior Reseller Locator. The Fujitsu Profile App offers the opportunity to complete a company profile of the partner
- Ecosystem Solution Section: Partners have the possibility to advertise their business solutions upon prior approval by Fujitsu. The "Challenge" option within the Ecosystem Solution Section includes the possibility to add a brief description of an opportunity identified or to ask for collaboration partners for building an ecosystem solution.
- Innovation Section: You have the possibility to advertise your innovative projects built together with Fujitsu and already implemented at customer sites

The decision on publication and on the scope of any content in the Fujitsu Ecosystem Platform is at the sole discretion of Fujitsu and there is no legal right or claim for publication.

Please note that in any scenario Fujitsu is only providing the platform, but is not obliged to provide any kind of supply or service. In particular Fujitsu has no obligation to provide consulting services to you or the partner of a potential transaction, unless explicitly agreed otherwise. Fujitsu assumes no obligations and is therefore not liable for the quality of the products and services offered by partners, or the fulfillment of any contractual agreement, which Fujitsu is not a party to. Fujitsu does not accept any warranty for the information provided by the partner. To the extent as any partner information and/or partner documentation is made available to you, any liability of Fujitsu with respect to any of the information, and/or documentation not being up to date, being incomplete or incorrect/defective, as well as any liability resulting from any possible misinterpretation of the supplied information by you and any liability for defects as to quality, title or fitness for a particular purpose is excluded.

The Fujitsu Ecosystem platform may contain hyperlinks to web pages of third parties. Fujitsu shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own. Fujitsu does not control the information on such web pages and is not responsible for the contents and information given thereon.

Any direct or indirect private or consumer business via the Fujitsu Ecosystem platform shall be excluded. Moreover we understand you as legal representative of the business entity you are representing. Thus you acknowledge on behalf of your company that Fujitsu expressly excludes any liability to the extent permitted by law for the continuous availability of the Fujitsu Ecosystem platform. Fujitsu additionally reserves the right to fully or partly stop operating and/or providing the Fujitsu Ecosystem Platform or limit an access to it at any time. In particular Fujitsu reserves the right to amend, modify, revise or delete information, material and terms without prior notification and to exclude or reject you from registering as Partner in the Fujitsu Ecosystem platform, be it as seeker, member or in any other classification now or in the future. You are fully

responsible for the content of information and the quality of the service provided by you via the Fujitsu Ecosystem platform and you will indemnify Fujitsu for any all and any claims, damages and costs with regard hereto.

## 12. Additional Data Privacy Terms for the SELECT Partner Program

### a. General

Any and all use of the SELECT Partner Program is subject to the Fujitsu Privacy Policy, which you already accepted when registering for the Fujitsu Partner Extranet Portal. Based on this Fujitsu undertakes and agrees to comply with all applicable requirements under an applicable law on data protection or data privacy, including (when applicable) the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time ("GDPR") and any applicable EU Member State implementation laws of it. In connection with the CPP and the Select Partner Program, we expect that you will only collect, process and transfer to Fujitsu own personal data and personal data of your customers such as name, address, position, e-mail address, phone number ("Personal Data") as is necessary to perform the relevant service and comply with all applicable legal requirements in relation to our relationship with the customer, in particular any requirements under the GDPR.

### b. Purpose

Fujitsu shall only use the transferred data in order to fulfil the contractual obligations (i) of the Select Partner Program, the CPP and its Connected Systems, and (ii) of agreements with you and your customers, as warranty services, as license registration upon 3rd party licensing agreements, in the course of reselling 3rd party hard- and software, including 3rd party warranty services or as well as anonymously for evaluations and quality assurance measures.

The personal data that we are storing in our systems are the data that you provide during your registration, i.e. name, surname, email address, position, company, phone, address. We may also collect demographic information, such as your business or company information, age, gender, interests, and preferences. Forms that you choose to complete will indicate which information requested is mandatory or voluntary.

In order to offer you a more consistent experience in your interactions with Fujitsu, information (including personal data) collected through one source may be combined with information Fujitsu obtains through other sources (i.e. sell out-data by distributors). We may also supplement the information we collect with information obtained from other parties, including our contractually authorized third parties, e.g. distributors or technology partners.

We use your data to enable doing business with us in the listed connected systems. Fujitsu uses your Personal Data to:

- Deliver the services and support or carry out the transactions you have requested;
- Provide you with access to protected areas of our partner portal;
- Assist you in completing a transaction or order or asking to support you via chat bot;
- Enable the training certification with us;
- Send communications to you, such as product safety information, your transaction status including order confirmations, information about particular Fujitsu programs in which you have chosen to participate, information about products and services available from Fujitsu as part of CPP and/or the Select Partner Program, in which you have chosen to register and SELECT Partner Program surveys;
- Customize, analyze and improve our products, services, technologies, communications and relationship with you;
- Process and respond to any complaint made by you;
- Prevent fraud and other prohibited or illegal activities;

or

- Otherwise, as disclosed to you at the point of collection.

#### **c. Subcontractors**

Fujitsu may engage sub-contractors (i) for the service delivery, (ii) to work anonymously for purposes of statistical evaluation and quality assurance, or (iii) where agreed, as sub-processors for the processing of personal data in accordance with Article 28 para. 4 GDPR. Such subcontractors may be located outside of the European Economic Area, for example in Eastern Europe or Asia Pacific (e.g. Japan or India). Information on sub-contractors engaged by Fujitsu is available upon request, if not already included in the publications of Fujitsu. To the extent Fujitsu relies on the services of subcontractors for the processing of personal data, Fujitsu shall remain responsible for the performance of all its obligations under the dedicated Services. In any case, when employing subcontractors for deliveries or the performance of services, Fujitsu is obliged to impose the appropriate obligations as per these Terms also on the subcontractors.

#### **d. What is needed from your side**

##### (1) Concerning your customers

Please make sure that all legally required prerequisites (e.g. by obtaining declarations of consent from your customers) have been established to such an effect that Fujitsu can also provide the agreed Services free from any legal infringements. In particular please assure that your customers will grant technical access to personal data in connection with remote services or warranty services to Fujitsu, if this is strictly required to perform the contractually agreed remote services and/or warranty services or further Services. Fujitsu will not access personal data in connection with remote services and/or warranty services, unless this is strictly required to perform the contractually agreed Service. To the extent that access to personal data is strictly required to perform a remote service or warranty service or if any problem or diagnostic data used by Fujitsu contains personal data, Fujitsu will access such data only for the purpose of providing the remote service and will not use it otherwise; in this respect, Fujitsu will only act in accordance with your documented instructions.

##### (2) Concerning your employees and subcontractors

Please inform your personnel and other persons, who you involve in the performance of the agreed CPP Services and/or the Select Partner Program, accordingly to these Terms. Where you engage third parties in connection with the handling, storage or transport of Customer Storage Media or the processing of Personal Data, you will remain fully liable for your obligations under these Terms and use only reliable and suitable third parties; So please ensure that any such third parties comply with your obligations under these Terms, maintain records of any such engagement including contact details, scope of services and term, and upon request, inform Fujitsu about such third parties (including contact details and terms of engagement).

#### **e. Fujitsu as Processor**

If Fujitsu processes any personal data on your behalf or during the provision of Service in the context of the Select Partner Program, Fujitsu will be acting as your data processor in relation to any personal data contained in the content, delivered by you and you remain the data controller in respect of such data processing. Fujitsu shall only process personal data in strict accordance with your instructions or as otherwise required by applicable law. In the latter case, Fujitsu will inform you of any such requirement before processing, unless the relevant law prohibits such information on important grounds of public interest. Where necessary, Fujitsu offers to enter into a separate agreement in accordance with Article 28 (3) GDPR. Fujitsu can provide respective standard contracts upon request.

#### **f. Return of Customer Storage Media**

Please make sure that and communicate clearly that your customers remain responsible for any data stored on storage media returned to Fujitsu in connection with guaranty or warranty cases. Upon request by your customer, either you or Fujitsu may collect defective data storage media such as hard disk drives or solid state disks from your customers ("Customer Storage Media"). In such case you and your customers shall clearly mark Customer Storage Media that contains customer data and take all appropriate technical and

organizational measures to protect Customer Storage Media and Personal Data against loss and unauthorized access. Please make sure that Customer Storage Media that contains customer data must in particular be stored in secure and locked locations and must be transported in secure and locked boxes; Please treat any data stored on Customer Storage Media and Personal Data strictly confidential;

Under no circumstances you may access, copy or otherwise use data stored on Customer Storage Media or Personal Data for any purpose;

Please deliver Customer Storage Media to the designated Fujitsu location without undue delay and ensure that persons involved in the handling, storage or transport of Customer Storage Media or in the processing of Personal Data have committed themselves to confidentiality. When requested by your customer, then you or if requested, Fujitsu will, on behalf of the customer, either destroy the storage media or delete the data by applying a deletion process that complies with the recognized state of the art;

#### **g. Security**

Please inform Fujitsu without undue delay, but in any event within 48 hours, after you become aware of any breach of the obligations under these Terms or any breach of security leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, data stored on Customer Storage Media or Personal Data. Please provide such information and documentation as well as access to facilities and records as Fujitsu may reasonably require to review and audit compliance with your obligations under these Terms.

You as well as Fujitsu shall commission, on a regular basis, a reasonable and appropriate audit, by an appropriately experienced and qualified auditor, of the technical and organizational measures that you and Fujitsu have in place to protect the other parties and/or the customers' data, including the personal data. Upon request, you as well as Fujitsu shall make available to the other party an appropriate summary of each report produced as a result of such an audit to the extent it relates to the processing of the other party's or the customer's personal data. You as well as Fujitsu may redact or remove any information which is confidential to any other contractual partner of you or of Fujitsu or in which you or Fujitsu has another legitimate interest of confidentiality.

## **What are our additional Terms of Use for the Fujitsu Service Partner Program**

### **1. Introduction**

The Fujitsu Partner Extranet will offer you the opportunity to register for the Fujitsu Service Partner Program. With your registration you document interest in our Service Partner Program and its conditions and requirements to qualify as Fujitsu Service Partner. Thus we will offer you a personal introduction and guidance through the qualification process, upon your successful registration. Scope, timing and process of this introduction and guidance are at the sole discretion of Fujitsu.

## 2. Additional Data Privacy Terms for the Service Partner Program

### a. General

Any and all use of the Service Partner Program is subject to the Fujitsu Privacy Policy, which you already accepted when registering for the Fujitsu Partner Extranet Portal. Based on this Fujitsu undertakes and agrees to comply with all applicable requirements under an applicable law on data protection or data privacy, including (when applicable) the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time ("GDPR") and any applicable EU Member State implementation laws of it. We expect that you will only collect, process and transfer to Fujitsu you own personal data, as name, address, position, e-mail address, phone number ("Personal Data") as is necessary to start discussion and negotiation about the service partner status in compliance with all applicable legal requirements, in particular any requirements under the GDPR.

### b. Purpose

Fujitsu shall only use the transferred data in order to start with you discussions and contractual negotiations about the service partner qualification process or as well as anonymously for evaluations and quality assurance measures.

The personal data that we are storing in our systems are the data that you provide during your registration, i.e. name, surname, email address, position, company, phone, address. We may also collect demographic information, such as your business or company information, age, gender, interests, and preferences. Forms that you choose to complete will indicate which information requested is mandatory or voluntary.

In order to offer you a more consistent experience in your interactions with Fujitsu, information (including personal data) collected through one source may be combined with information Fujitsu obtains through other sources. We may also supplement the information we collect with information obtained from other parties, including our contractually authorized third parties, e.g. distributors or technology partners.

Fujitsu uses your Personal Data to:

- deliver the services and support or carry out the transactions you have requested;
- provide you with access to protected areas of our service partner portal;
- assist you in completing a transaction or order or asking to support you via chat bot;
- enable the training certification with us;
- send communications via mail or email to you, such as product safety information, transaction status including order confirmations, information about particular Fujitsu programs and events in which you could be interested to participate and any further information about products and services available from Fujitsu;
- Customize, analyze and improve our products, services, technologies, communications and relationship with you;
- Process and respond to any complaint made by you;
- Prevent fraud and other prohibited or illegal activities;

or

- Otherwise, as disclosed to you at the point of collection.

### c. Subcontractors

Fujitsu may engage sub-contractors (i) for the service delivery, (ii) to work anonymously for purposes of statistical evaluation and quality assurance, or (iii) where agreed, as sub-processors for the processing of personal data in accordance with Article 28 para. 4 GDPR. Such subcontractors may be located outside of the European Economic Area, for example in Eastern Europe or Asia Pacific (e.g. Japan or India). Information on sub-contractors engaged by Fujitsu is available upon request, if not already included in the publications of



Fujitsu. To the extent Fujitsu relies on the services of subcontractors for the processing of personal data, Fujitsu shall remain responsible for the performance of all its obligations under the dedicated Services. In any case, when employing subcontractors for deliveries or the performance of services, Fujitsu is obliged to impose the appropriate obligations as per these Terms also on the subcontractors.

#### **d. Security**

Please inform Fujitsu without undue delay, but in any event within 48 hours, after you become aware of any breach of the obligations under these Terms or any breach of security leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Please provide such information and documentation as Fujitsu may reasonably require to review and audit compliance with your obligations under these Terms.

## **What are our additional Terms of Use for the Fujitsu Electronic Procurement Portal (ePP)**

### **1. General**

The Fujitsu Partner Extranet will offer you, upon successful registration, the opportunity to register for the Fujitsu ePP, an electronic ordering, order tracking and reporting tool. In general it is necessary to have a partner or customer status with Fujitsu in order to qualify for ePP. As such these ePP terms shall not change any of the contractual agreements between Fujitsu and you, but instead only offer you additional terms. Thus, should you already have a written contractual agreements with Fujitsu on ePP, any such written contractual agreement shall remain valid and only in the event and to the extent of any conflict between such written contractual agreement and these ePP-Terms the written contractual agreement shall have precedence. In case there is not a conflict, but the written contractual agreement is silent on issues, which are addressed in these ePP-Terms, these ePP-Terms shall apply.

In addition in case of purchase transactions also the local sales terms will apply, either as published on the local ePP site or as contractually agreed, as the case may be. In the event and to the extent of any conflict between the local sales terms and these e-PP Terms the local sales terms shall have precedence. These ePP Terms and their execution shall be construed and governed in accordance with the law of the local Fujitsu entity, which is your contractual partner for sales business. The application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

Upon logging-in, you are accepting these ePP Terms in their current version. Please check these Terms regularly as they may be subject to change from time to time.

Please note: The Fujitsu sales contact, set out in ePP is not necessarily member of the Fujitsu legal entity you are contracting with.

### **2. Scope**

The Fujitsu e-Procurement Portal -System is a Fujitsu owned web-based Internet Ordering and Order tracking and reporting tool designed for business to business use by Fujitsu business customers.

Upon successful registration you will be entitled to use the ePP for

- Access the secured partner area which contains products offered for sale and partner-specific prices
- Place an order with Fujitsu or with other partners
- Track an order

- Obtain the information about previous orders (reports)
- View Partner-related documents such as order confirmations, delivery notes and invoices
- Search for received orders
- Update status of received orders
- Upload order confirmations / delivery notes / invoices

Please note that we understand you as legal representative of the business entity you are representing. Thus any purchase transaction will be between Fujitsu and the legal entity you are acting for. Private or consumer business via the ePP shall be excluded. Any purchase transaction shall either be for resale purpose and/or for own needs of business customers.

You acknowledge that Fujitsu expressly excludes any liability to the extent permitted by law for the continuous availability of the ePP. Fujitsu additionally reserves the right to fully or partly stop operating and/or providing the ePP or limit an access to it at any time.

### **3. Fujitsu as platform provider**

The ePP shall not only offer transactions with Fujitsu as vendor, but shall also enable sales transactions from other partners as vendors. In this case Fujitsu will merely provide the electronic platform for the conclusion of sales agreements between you and another partner. The indicated prices are recommended retail prices. Each partner is free to accept or decline offers to buy products at the indicated price. In particular, Fujitsu will not accept any obligations of a broker, commission agent, representative or independent dealer as far as you order from a partner. You and your contractual partner will be the sole contracting entities. Fujitsu has no obligation to provide consulting services to you or the partner of the transaction, unless explicitly agreed otherwise. Fujitsu assumes no obligations and is therefore not liable for the quality of the products offered by partners, or the fulfillment of any contractual agreement, which Fujitsu is not party to. Fujitsu does not accept any warranty for the information provided by the partner, in particular with regard to the products, documentation or information uploaded in the ePP.

### **4. Fujitsu as vendor**

As far as you order products from Fujitsu, the local Fujitsu sales terms shall apply.

### **5. You as vendor**

You shall use the "Order Administration" of the ePP for

- search for received orders from customers upon receipt of the order number,
- update status of received orders by providing the information requested by the ePP masks,
- upload order confirmations, delivery notes and invoices.

You are fully responsible for the content of information provided by you via the ePP and you will indemnify Fujitsu for any all and any claims, damages and costs with regard hereto. Furthermore you undertake to provide the information in a timely manner in order to enable you customer to track his order and update the status of order processing.

### **6. Registration / Password Protected Access/Security**

In the interest of reliability, safety and security and due to the legal implications of the business transactions (orders) initiated via the ePP, only registered users may access the ePP. Fujitsu reserves the right to deny registration to any potential user as well as the right to implement further registration

requirements for dedicated sub sites of the ePP, even if such sub-sites may have been freely accessible by then.

The use of the ePP requires that for each potential customer and/ or Fujitsu partner a specific URL will be allocated. Each user will be provided with personal login data. The potential customer and /or Fujitsu partner will only be able to access the information specifically provided for him. Other data and files, in particular to data and files of other customers and partners of Fujitsu are not accessible provided that the respective personal login data have not been disclosed to third parties.

In order to open an account at the ePP, you must contact the local administrator of Fujitsu. You will then receive an e-mail notification with your personal login data.

Please note:

- Any registration can only be carried out, if you are using your true name and correct data
- Should your registration data change, you are obliged to update them (to the extent possible: online) without undue delay. Thus you shall ensure that your contact data, supplied to Fujitsu are kept up to date at all times so that you can be contacted by Fujitsu at any time.
- Your user ID will automatically be locked, if an incorrect password has been entered three consecutive times.

It is within your sole responsibility to keep your personal login data in confidence and avoid any misconduct with regards to the use of your personal login data. The personal login data are nontransferable. Thus each potential user in your company is obliged to register for dedicated personal login data.

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## 7. How to use the ePP

In order to log into the ePP you have to enter your personal login data. Depending on your rights of the respective account you will then be able to use different available functions.

At the end of the session it is recommended that you always log yourself out by using the menu "Logoff".

You may use the information and documents offered to you in the ePP only for the purposes for which the information and documents were provided. Any other use of the information and/or documentations, especially any type of replication, alteration, or integration in any publishing or advertisement of any kind is only permitted with prior, explicit and written consent of Fujitsu or the owner of the information. Please note: Any information can be subject to various intellectual property rights and these property rights shall remain unaffected.

You must not remove or alter the legends or notes referring to the existing intellectual property rights (such as ©, ®, TM) and shall respect them. No claims can be asserted to Fujitsu with regard to the publication/upload of documents, commentaries, texts, concepts, ideas, scripts, artwork or reports (the 'Documents') on the ePP.

You are not entitled to claim any payment or compensation from Fujitsu for Documents transmitted to and/or uploaded in the ePP, or for any other use of the Documents.

You warrant that you are entitled to use and transfer the Documents transmitted/uploaded with regard to the relevant intellectual property rights. In the event of any infringement of any third parties' intellectual property rights in connection with the publication/upload of any Documents you shall indemnify Fujitsu against any and all third party claims and shall reimburse any damage, costs and expenses incurred by such an infringement to Fujitsu, in particular the costs of legal defence.

In case you have forgotten your password, you can apply for a new one by using the "Forgotten password"-button.

## 8. Hyperlinks

The ePP may contain hyperlinks to web pages of third parties. Fujitsu shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own. Fujitsu does not control the information on such web pages and is not responsible for the contents and information given thereon. Neither shall Fujitsu be liable for the quality, correctness, nor completeness of any third party information, including any information supplied by any of the sales partners.

## 9. Software download

If and to the extent software is offered for download, any and all use of such software shall be subject to the relevant license conditions of the legitimate supplier or the dedicated vendor. You might not be able to download and/or install such software, before or without accepting the relevant licensing terms and conditions provided. Mandatory user license rights shall remain unaffected according to the law as applicable a respective territory. To the extent permitted by law Fujitsu excludes its liability for damages, which result directly or indirectly from using downloaded data file.

## 10. Limitation of Liability

The information on the ePP may contain general descriptions related to the specifications or technical performance of products which may not or no longer be available (e.g. due to product changes). It is exclusively within your own responsibility to verify whether the ordered products meet your or your customer's specific requirements and/or will be fit for the dedicated purposes of use. You shall also be responsible for verifying product specifications and performance indications of the ordered products, in particular by referring to the official product data sheets, valid at the time of the order and/or by contacting the responsible sales persons.

To the extent as any information, hardware, software and/or documentation is made available to you at no extra cost, any liability of Fujitsu with respect to any of the information, hardware, software and/or documentation not being up to date, being incomplete or incorrect/defective, as well as any liability resulting from any possible misinterpretation of the supplied information by you and any liability for defects as to quality, title or fitness for a particular purpose is limited to cases of gross negligence or willful misconduct of Fujitsu.

Except for cases of willful or fraudulent misconduct of Fujitsu, under no circumstances Fujitsu shall be liable for any consequential or incidental damages, including but not limited to lost profits, cancellation or disruption of operation and loss of data.

As far as the liability can be excluded or limited according to law, but has not been excluded or limited elsewhere within these terms, such liability is limited to € 10.000,- per damaging incident, up to an aggregate maximum sum of € 50.000,-.

This limitation of liability shall not apply to cases where liability is mandatory under the applicable law.

## 12. Additional Data Privacy Terms for the ePP

### a. General

Any and all use of the ePP is subject to the Fujitsu Privacy Policy, which you already accepted when registering for the Fujitsu Partner Extranet Portal. Based on this Fujitsu undertakes and agrees to comply with all applicable requirements under an applicable law on data protection or data privacy, including (when applicable) the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time ("GDPR"). We expect that you will only collect, process and transfer to Fujitsu you own personal data, as name, address, position, e-mail address, phone number ("Personal Data") as is necessary to register for the ePP in compliance with all applicable legal requirements, in particular any requirements under the GDPR.

## **b. Purpose**

Fujitsu shall only use the transferred data in order to check your qualification for and your registration to the EPP as well as anonymously for evaluations and quality assurance measures.

The personal data that we are storing in our systems are the data that you provide during your registration, i.e. Name, surname, email address, position, company, phone, address. We may also collect demographic information, such as your business or company information, age, gender, interests, and preferences. Forms that you choose to complete will indicate which information requested is mandatory or voluntary.

In order to offer you a more consistent experience in your interactions with Fujitsu, information collected through one source may be combined with information Fujitsu obtains through other sources. We may also supplement the information we collect with information obtained from other parties, including our contractually authorized third parties, e.g. distributors or technology partners. Fujitsu uses your Personal Data to:

- deliver the services and support or carry out the transactions you have requested;
- provide you with access to protected areas of our ePP;
- assist you in completing a transaction or order or asking to support you via chat bot;
- send communications to you, such as
- Customize, analyze and improve our products, services, technologies, communications and relationship with you;
- Process and respond to any complaint made by you;
- Prevent fraud and other prohibited or illegal activities;

or

- Otherwise, as disclosed to you at the point of collection.

## **c. Subcontractors**

Fujitsu may engage sub-contractors (i) for the service delivery, (ii) to work anonymously for purposes of statistical evaluation and quality assurance, or (iii) where agreed, as sub-processors for the processing of personal data in accordance with Article 28 para. 4 GDPR. Such subcontractors may be located outside of the European Economic Area, for example in Eastern Europe or Asia Pacific (e.g. Japan or India). Information on sub-contractors engaged by Fujitsu is available upon request, if not already included in the publications of Fujitsu. To the extent Fujitsu relies on the services of subcontractors for the processing of personal data, Fujitsu shall remain responsible for the performance of all its obligations under the dedicated Services. In any case, when employing subcontractors for deliveries or the performance of services, Fujitsu is obliged to impose the appropriate obligations as per these Terms also on the subcontractors.

## **d. Security**

Please inform Fujitsu without undue delay, but in any event within 48 hours, after you become aware of any breach of the obligations under these Terms or any breach of security leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Please provide such information and documentation as Fujitsu may reasonably require to review and audit compliance with your obligations under these Terms.

Terms of Use Fujitsu Partner Extranet, Ver. 1.2

November 2020