

Terms of Use for the Fujitsu Partner Extranet:

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.

Any and all access to and use of the Fujitsu Partner Extranet, is subject to these Terms of Use (hereinafter "**Terms**").

By the term "you", "partner" or "user" 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 authorized 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 to become binding also for your company.

The Fujitsu Partner Extranet, and the information and services (each hereinafter "**Services**") 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-portals. In cases where there is no local Fujitsu entity Fujitsu Technology Solutions GmbH, Germany shall be your dedicated Fujitsu contact, if your company is registered in Europe, Middle East and/or Africa.

Please read these Terms carefully and contact us via extranet@fujitsu.com in case of questions.

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Part A. Basic Principles

I. General

1. You may use our Services according to these Terms, once you have successfully registered yourself and the company you are representing in the Fujitsu Partner Extranet and in the sub-portal(s), which you selected, however only in compliance with these Terms, potential further sub-portal terms and all applicable laws. Such agreement (hereinafter "Agreement") is effective between you, your company and Fujitsu (each as defined above) as of the date of your acceptance of these Terms. Any use or access to the Fujitsu Partner Extranet and/or the Services by anyone who is not of legal age to enter into such Agreement is prohibited, and certain systems may have additional requirements and/or restrictions.

2. Fujitsu reserves the right to amend, modify or replace these Terms or any further sub-portal terms at any time. Upon logging-in, you are accepting these Terms and the applicable further sub-portal terms in their current version as the basis for the use of the Fujitsu Partner Extranet. Any use of the Fujitsu Partner Extranet (including its sub-portals) and our Services is at your own risk.

3. 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.

4. You can get access to sub portals and tools, which you selected, upon successful registration, according to these Terms, and, if set out in the dedicated sub-portals and tools, according to additional local rules and/or sub-portal terms, as some sub-portals and tools may only be available in some countries.

5. In addition and from time to time, Fujitsu, at its sole discretion, may offer local marketing campaigns, for a limited time and for a dedicated target group. By registering your participation to such local marketing campaign, you confirm that you are an authorized representative of the company which you are representing and that no further power of authority or verification by a third party 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, however only in respect of any such local relationship and only in the event of a dispute or contradiction.

6. Local sub-portal terms shall have priority over these Terms, 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, local sub-portal terms shall apply together with the local marketing campaign terms.

II. Accessibility to and Use of the Fujitsu Partner Extranet and its content

1. All information, content, data, software, documents, commentaries, texts, pictures, audio or video content, concepts, ideas, artwork, reports and/or any other material, including without limitation any posted contributions, (jointly hereinafter "**Content**") made public by Fujitsu will be provided for the user – unless stated otherwise – free of charge. Every user may use the Content for his/her needs in business context.

2. Neither the Agreement nor using our Services or the Content will give you ownership in any intellectual property rights incorporated in our Services or in the Content you access on the Fujitsu Partner Extranet. Any use of the Content, especially any type of replication, alteration, or integration in any type of publishing or advertisement of any type is only permitted with prior written consent of Fujitsu or the specific third-party owner of the Content. Fujitsu specifically draws attention to the fact that Content can be subject to protective rights; any such protective rights (including without limitation copyrights, names and trademarks) shall remain property of Fujitsu or of the respective third-party owners at all times.

3. You must not remove or alter any alphanumerical references and/or intellectual property and copyright notices referring to the existing intellectual property rights (such as ©, ®, ™) and you shall respect such notices at all times.

4. By uploading any Content to the Fujitsu Partner Extranet you acknowledge that no claims may be asserted to Fujitsu by you or the company you represent as regards the consequential publication of Content on the Fujitsu Partner Extranet following your upload of the Content.

With regard to any Content, you upload to the Fujitsu Partner Extranet you represent and warrant that you are entitled with regard to the relevant intellectual property rights and confidentiality obligations to disclose and transfer such Content for Fujitsu's use on the Fujitsu Partner Extranet. In the event of any infringement of any third parties' intellectual property rights or confidentiality obligation in connection with the publication/upload of any Content 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 defense.

III. 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. These terms will be transferred together with the software and/or are obtainable from the manufacturer/legitimate supplier of the software. In general, a user will not be able to install such software, before or without accepting the relevant licensing terms and conditions provided.

Software offered for download in the Fujitsu Partner Extranet will in general be exclusively intended for non-productive use or testing purposes only. Any use beyond the scope granted by the relevant software accompanying licensing scope, terms and conditions may and will be pursued according to criminal and civil law. Mandatory user rights shall remain unaffected within the scope of law as applicable in a respective territory. To the extent permitted by law Fujitsu excludes its liability for damages, which result directly or indirectly from using downloaded data files.

IV. Important Notice on Computer Viruses

Although Fujitsu makes every endeavor to keep the Fujitsu Partner Extranet, our Services and the Content free from viruses and other malware, 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 Content from the Fujitsu Partner Extranet.

V. Registration / Password Protected Access / Security

1. In the interest of reliability, safety and security many sections in the Fujitsu Partner Extranet and its sub-portals may only be accessible for 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 sub-sites of the Fujitsu Partner Extranet, even if such sub-portals or sub-sites may have been freely accessible before a given date.

2. You agree that you will create, access, and/or use only one user account, and you will not share with anyone else access to or accessed information for your account. Each user will be provided with his/her personal login data. The user will only be able to access the information specifically provided for him, unless a sub-portal or sub-site is explicitly meant for general publication or wider use, such as the Partner Search or the Reseller Locator. Other data and files, in particular data and files of other users are not accessible provided that the respective personal login data have not been disclosed to third parties and unless the dedicated Service is meant for posts or for shared access, e.g. My Ecosystem Connect.

3. Please note:

- a) Mandatory multi-factor authentication (MFA) requires an authenticator app on your mobile phone.
- b) The implementation of multi-factor authentication by Fujitsu enhances security by requiring additional authentication factors, minimizing password theft, phishing attacks, and weak passwords, protecting corporate resources, complying with security standards, and ensuring the safeguarding of sensitive data. More information can be found in the MFA Support Documentation: <https://docs.ts.fujitsu.com/dl.aspx?id=799904f3-44c3-4500-8774-945dd3e994d0>
- c) New account lifetime requires a password change every 90 days.
- d) Any registration requires that you are using your true name, personified Email address and correct data. Please do not use an impersonalized e-mail address (e.g. info@., sales@., vertrieb@..., einkauf@... etc.) for your new registration. The registering user must be clearly identifiable by his e-mail address. A good example would be your.name@company.com. Public email services such as Gmail, Hotmail, T-Online, GMX, WEB.DE etc., cannot be used for partner portal registration either. The use of other people's e-mail addresses is strictly prohibited.
- e) Should your registration data change, you are obliged to update such data (to the extent possible: online) without undue delay. In particular you shall ensure that your contact data, supplied to Fujitsu is kept up to date at all times so that you can be contacted by Fujitsu at any time.

- f) Your user ID will automatically be locked, if an incorrect password has been entered three consecutive times. Fujitsu will then notify you about the process for clarification/unlocking as appropriate.
- g) You must not use trivial passwords, such as "Password", "Test" or "1234" but any password must be at least 12 characters, contain at least one symbol or numerical digit, at least one uppercase and one lowercase character. Password should not contain part of the username, part of the first or last name. The password should not be repeated, so it cannot be any of the 24 previously used passwords.

4. It is within your sole responsibility to keep your personal login data confidential and to avoid any misconduct with regard to the use of your personal login data. Each user will be held responsible and liable for any and all actions and omissions on the Fujitsu Partner Extranet effected under the user's personal log in data except where user has initiated the blocking of the account to prevent potential misuse.

5. In case you discover that your personal login data have unintentionally been made accessible to any unauthorized person and/or third party or that there might exist any risk of misuse, you shall immediately inform Fujitsu via the Extranet Helpdesk contact details, which you find in the Fujitsu Partner Extranet site footer. Fujitsu will then take measures to block your personal login data until the risk of misuse is mitigated or delimited.

6. In the interest of security Fujitsu reserves the right, to take appropriate actions, in particular

- a) at any time and without indicating any specific reasons, to cancel or limit your access to the password-protected area;
- b) to check the security of the passwords; or
- c) 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 exchanges are lawful and/or in line with the permitted scope of use as outlined in these Terms.

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

- a) using false data for the purpose of registering;
- b) violating these Terms or neglecting general duties of care with regard to user data; or
- c) violating applicable laws, in particular antitrust and copyright laws;

7. You shall 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 requirements leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data. You shall 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.

8. Fujitsu may 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 have in place to protect the other parties and/or customers' data, including the personal data. Upon request, you 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 Fujitsu or third party's personal data. You may redact or remove any information which is confidential to any other contractual partner of you or in which you have another legitimate interest of confidentiality.

9. During and/or after the registration process to the Fujitsu Partner Extranet or any of its sub-portals you might be able to supplement voluntarily your personal profile by adding further personal data, including but without limitation a profile picture, in addition to your mandatory registration data. Subject to Part A, section XIII ("Data Privacy"), a further legal obligation under

all Data Protection Laws or further mandatory local laws, by providing your profile picture you acknowledge and agree that your profile picture, potentially together with other personal data you provide, may be publicly displayed, including on profile pages or in connection with Content you provided or your other activities on the Fujitsu Partner Extranet.

VI. Code of Conduct / Right Behavior

While accessing and / or using the Fujitsu Partner Extranet, and its sub-portals and sub-sites, including My Ecosystem Connect, you must not:

- a) harm other persons, in particular minors, or infringe their personal rights;
- b) breach public morality in your manner of use;
- c) violate any intellectual property right or any other proprietary right;
- d) upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
- e) 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, anti-trust or anti-bribery law or otherwise unlawful;
- f) distribute advertising or send 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.

VII. Limitation of Liability

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

2. 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.

3. All Content has been gathered and checked by Fujitsu with care. Fujitsu endeavors to ensure that the Content is correct but, whilst every effort is made to ensure the accuracy of such information, Fujitsu accepts no liability for any loss (however caused) sustained as a result of any error or omission in the same. As far as the information originates from third parties, 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 timeliness of any Content supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied Content by the user, shall be limited to gross negligence or willful misconduct of Fujitsu. Furthermore, Fujitsu shall not be liable for any damages, which result from any misconduct of the user with the Content supplied. Due to product changes or other reason requested information on the Fujitsu Partner Extranet in respect of product specifications or descriptions of the technical possibilities may not be available. The required performance of the product shall therefore be mutually agreed at the time of purchase in the respective purchase order documents.

4. 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 of third parties 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 or Content provided

on the Fujitsu Partner Extranet as third-party information or Content, including any information supplied by any of the partners.

5. As the Services and Content are made available at no cost, any liability for defects as to quality or title of the Service or Content especially in relation to the correctness or absence of defects or the absence of claims or third-party rights or in relation to completeness and/or fitness for purpose are excluded to the extent permitted by law. This shall not apply where and whenever a limitation of liability is legally prohibited, as liability for personal injury (injury of life, body or health), strict liability, in particular product liability, gross negligence, willful conduct and fraudulent misrepresentation. Any liability of Fujitsu arising from a slight negligent breach of essential contractual obligations shall be limited to the typical and foreseeable damage. In all other cases the liability for any damages or additional cost and efforts regardless of the type of claim and its legal nature shall be limited as specified in section VII.6 below.

6. 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 cannot be excluded by law. For all the liability that 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,- (ten thousand Euro) per damaging incident, up to an aggregate maximum sum of €50.000,- (fifty thousand Euro).

VIII. Offering Fujitsu Products and Services

1. You shall promote Fujitsu products and services to your customers solely under the specified product names and brands and provide your customers with all the information, accompanying legal information, copyright notices 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 made generally available and published by Fujitsu as provided by Fujitsu.

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

3. 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 regards 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.

IX. Use of Fujitsu Trademarks

1. You acknowledge that all trademark rights and other rights in the name "Fujitsu" and the following Fujitsu symbol (hereinafter "**Marks**")



are owned by Fujitsu Limited, Japan, and the goodwill attached thereto is the sole and exclusive property of Fujitsu Limited, Japan.

2. You agree that you will use the Marks only to the extent allowed under applicable trademark law or as expressly permitted by Fujitsu or its affiliated companies solely for the purpose of such permission.

3. You acknowledge that under these Terms no additional rights to use the Marks or any other names or trademarks of Fujitsu, its affiliated companies or any third party are granted, neither express nor implied.

4. You furthermore agree to the following conditions for using the Marks:

- a) You shall use the Marks in accordance with the guidelines provided by Fujitsu or its affiliated companies. The samples of the Marks or guidelines for using them, if provided by Fujitsu, shall not be delivered to any other third party (except contractors for creating or printing brochures, advertisements, websites, etc. with your instructions).
- b) You shall not harm the value of the Marks or the goodwill attached thereto in the course of using them, and in particular, you shall not use the Marks in a way that is derogatory (which will be determined at the sole discretion of Fujitsu or its affiliated companies).
- c) You shall not (i) incorporate the Marks into your business, product or service names, (ii) connect your company, product or service names in any way with the Marks, or (iii) use the Marks in your domain names.
- d) You shall not use the Marks in any way which may suggest an association with Fujitsu or its affiliated companies, its products or services or an endorsement by Fujitsu or its affiliated companies which do not exist.
- e) You shall not use any names, signs, symbols or other marks similar to the Marks.
- f) You shall not modify the Marks in any way (e.g., but not limited to, with regard to colors, aspect ratio, distortions, deletions, additions, or combinations with other elements).
- g) You acknowledge that Fujitsu or its affiliated companies may change or replace these conditions for using the Marks (including any related guidelines) at any time at their sole discretion.
- h) Upon request from Fujitsu or its affiliated companies, you must immediately correct or stop any inappropriate use of the Marks as identified by Fujitsu or its affiliated companies.
- i) If you do not follow any of these conditions for using the Marks, any permission to use the Marks may be terminated by Fujitsu or its affiliated companies.

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

X. Export Control Regulations

1. 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.

2. 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.

3. You shall not, directly or indirectly, sell, export or re-export any goods and/or products supplied under or in connection with these Terms (i) to the Russian Federation, Iran, Belarus, North Korea

or Syria or any other country subject to applicable sanctions imposed by the Federal Republic of Germany and/or the European Union (EU); or (ii) for use in these countries.

4. 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.

5. 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.

6. Please note, that by answering the export control related questions in the Fujitsu Channel Partner Portal (hereinafter "**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 that might lead to a termination of your company's contractual relationship(s) with Fujitsu and/or a suspension/permanent barring of your company from the Fujitsu Partner Extranet and its sub-portals.

XI. Confidentiality

1. You are obliged to keep all information confidential, whether written or oral, concerning the business and affairs, as well as personal data of Fujitsu and /or of third parties which you obtain or receive as a result of using or having access to the Fujitsu Partner Extranet and its Content, sub-portals and tools (hereinafter "**Confidential 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.

2. You shall use the Confidential Information exclusively in connection with our business relationship and protect it in 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

- a) as may be required by law, and
- b) to those affiliates and affiliates personnel only, which need to have access to the Confidential 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 Fujitsu and shall cooperate with Fujitsu to contest or minimize the scope of the disclosure (including application for a protective order).

XII. Compliance/ Ethical Standards

You agree

- a) to comply with the applicable laws and regulations and conduct business in accordance with Fujitsu's Global Business Standards as set out under the following link: <https://docs.ts.fujitsu.com/dl.aspx?id=13393ed7-f24a-460c-b517-56d02a1f0dea>, ("Ethical Standards");

- b) to notify / inform Fujitsu in accordance with the requirements of the Ethical Standards.
- c) to fully cooperate with Fujitsu in any audit in accordance with the requirements of the Ethical Standards.
- d) that violations of the Ethical Standards are considered as fundamental breach of this Agreement.

XIII. Data Privacy

1. General

Any and all use of the Fujitsu Partner Extranet is subject to the Fujitsu Privacy Policy (see: [Privacy Policy : Fujitsu Global](#)), which you were notified of when registering for the Fujitsu Partner Extranet Portal. Fujitsu shall comply with applicable laws 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 (hereinafter “**GDPR**”) and any applicable EU Member State and United Kingdom implementation or replacement laws of it (jointly and individually hereinafter “**Data Protection Laws**”).

- a) We expect that
 - i) you will only collect, process and transfer to Fujitsu your own personal data and personal data of your customers and/or potential Fujitsu customers such as name, profile picture, address, position, e-mail address, phone number as is necessary to perform or receive the relevant service and to comply with all applicable legal requirements in relation to our relationship with the customer, in particular any requirements under the GDPR and that you have provided, and will continue to provide, all notices and have obtained, and will continue to obtain, all consents and rights necessary under Data Protection Laws;
 - ii) you represent and warrant that you will be responsible for the accuracy, completeness, quality and legality of any Content and personal data you provide in connection with this Agreement and any use of the Fujitsu Partner Extranet, its sub-portals and tools, and
 - iii) you comply with your legal obligation to inform your customers and/or potential customers accurately and comprehensively.

2. Purpose

- a) The personal data that we are storing in our systems are the data that you provide during or after your registration, i.e. name, surname, email address, position, company, phone, address and during certification and trainings or program related activities, i.e. certified employees (name, surname) in your company.
- b) Fujitsu uses your personal data only to the extent necessary for the dedicated purposes. Our collection and processing activities for which Fujitsu uses your personal data in the context of the Fujitsu Partner Extranet is based on the following purposes and the corresponding legal bases.
 - i) Management of our business relationship and communication with you as a partner, customer, interested party or supplier: Justification based on a contract or pre-contractual measures or based on your initiative or wish (Art. 6 para. 1 sentence 1 letter b GDPR)
 - ii) Support and management of your visits to our Fujitsu Partner Extranet sites: Justification based on a contract or pre-contractual measures or based on your initiative or wish (Art. 6 para. 1 sentence 1 letter b GDPR).

- iii) Facilitating communication with you in emergencies: Justification based on our legitimate interest in ensuring proper communication within the organization and dealing appropriately with emergencies (Art. 6 para. 1 sentence 1 letter f GDPR).
 - iv) Statutory reporting obligations and participation in legal proceedings: Justification by the need to comply with legal obligations to which we are subject (Art. 6 para. 1 sentence 1 letter c GDPR).
 - v) Improving the security and functioning of our website, networks, and information - if necessary, if suspected, by tracking your use of our systems: Justification based on our legitimate interest in ensuring the security of our networks and information and avoiding infringements (Art. 6 para. 1 sentence 1 letter f GDPR).
 - vi) Data analysis (i.e. analysis of business transactions and data) to describe, predict and improve economic performance within Fujitsu and/or to provide a better experience for the user; For more details on how to perform analytics on our website, please refer to our Fujitsu Cookie Policy (see: [Cookie Policy : Fujitsu Global](#)): Justified based on our legitimate interest in ensuring the proper conduct of our business activities (Art. 6 para. 1 sentence 1 letter f GDPR).
- c) To the extent our legitimate interests constitute the legal basis for the processing of your personal data for a specific purpose according to the list above, we have carried out a corresponding balancing of interests in accordance with Article 6 (1) sentence 1 (f) GDPR. If you would like to receive further information on this balancing approach, please contact Fujitsu's Data Protection Officer.
- d) 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.
- e) Your first name, last name, profile picture, location and other information you provide in connection with these Terms, including your registration information, may be publicly displayed, including on any profile page or in connection with your activities. Certain of your information or activities in connection with your use of the Fujitsu Partner Extranet may be viewable by others. This applies in particular in respect of Partner Search and/or Reseller Locator.
- f) 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.
- g) Fujitsu does also collect, store, process and use your personal data for its own promotional purposes, where you have provided your respective consent in the registration process, either itself or through commissioned third parties or partners (in particular group companies of the Fujitsu Group, their partners, distribution partners or others for these purposes contractually commissioned third parties). Your personal data may then be passed on to these third parties. Fujitsu will store your personal data only for the above-mentioned purposes and delete them after the end of the intended purpose, in case they are not used or when they become obsolete. There will be no disclosure to third parties not contractually bound or third parties not involved in the provision of Services. Should it be necessary, Fujitsu will ask for your permission in advance. For the avoidance of doubt: You do always have the right to withdraw your consent at any time without affecting the lawfulness of the processing carried out based on the consent until the revocation.
- h) As further set out in the Fujitsu Privacy Policy also the Fujitsu Partner Extranet automatically collects some information about you and your visit, including the Internet Protocol (IP) address used to connect your device to the Internet and some other information such as the pages on our site that you visit. This is used to monitor the performance of the website and improve the experience of visitors to the website. Our

website may also download "cookies" to your device – this is described in the Fujitsu Cookie Policy. As described further in the Cookie Policy, you can change the way in which we use cookies by changing your cookie preferences. In case you want to revoke a given cookie consent, please do ensure to delete relevant cookies also from your device. In particular we make use of Google tools called "Tag Manager", "Google Maps" and of "Google Analytics", which we use to track your interests in the Fujitsu Partner Extranet in certain products, events or Services across our multiple websites and to track how you navigate between our websites.

- i) Fujitsu shall only use, transfer or disclose the transferred personal data in order to:
1. fulfil the obligations in these Terms, as (i) the Fujitsu Ecosystem Platform, the Select Partner Program, and the CPP and (ii) of individual agreements with you and your customers, as warranty services or PRS Services, as license registration upon third party licensing agreements in the course of reselling third party hardware and software, including third party repair services, which are directly or indirectly based on these Terms; or
 2. enable doing business with us in accordance with the Fujitsu Privacy Policy including (a) to send you information and notices regarding any program, surveys and evaluations for or related to any program, or your account(s) with Fujitsu, including by phone, email, text, private messaging functionality, or other means, to the maximum extent permitted under applicable laws; (b) for marketing purposes, including marketing to any corporation, partnership or other entity with which you are associated (an "Organization"), such as reaching out to your Organization about Fujitsu products and services and potentially letting your Organization know about your participation in a program, consistent with applicable laws; (c) for internal business purposes, such as to improve Fujitsu products and services by better understanding how Fujitsu partners and users interact with the programs; or (d) to create aggregated, non-personal data that does not identify you or any other individual, which Fujitsu may use or disclose for any purpose, e.g. anonymously for evaluations and quality assurance measures.
- j) In particular Fujitsu uses your personal data to:
1. deliver the Services and support or carry out the transactions you have requested;
 2. provide you with access to protected areas of our partner portal and of our Maintenance Service Partner Portal;
 3. assist you in completing a transaction or order or asking to support you via chat bot;
 4. enable the training certification and program participation with us;
 5. 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;
 6. customize, analyze and improve our products, Services, technologies, communications and relationship with you;
 7. process and respond to any complaint made by you;
 8. comply with statutory reporting obligations or
 9. otherwise, as disclosed to you at the point of collection.

3. Subcontractors, service provider and 3rd party supplier

- a. Fujitsu may act by itself or through commissioned third parties, sub-contractors, service providers, 3rd party suppliers and, in particular group companies of the Fujitsu Group, their partners, distribution partners or other for these purposes contractually

commissioned third parties (altogether "Recipient"). Your personal data may then be passed on to these Recipients.

- b. In particular Fujitsu may engage Recipients (i) for evaluating the potential of a new Service Partner, (ii) for a later service delivery under the Fujitsu Service Partner Framework Agreement, or (iii) to work anonymously for purposes of statistical evaluation and quality assurance, all in accordance with Article 28 para. 4 GDPR.
- c. Such Recipients may be located outside of the European Economic Area, for example in Eastern Europe, the United States of America, Asia Pacific (e.g. Japan or India) or United Kingdom. Such locations may not have the same level of protection for your personal data as in the EU. The transfer of personal data to such third countries outside the EU only takes place if the European Commission has adopted a so-called adequacy decision (Art. 45 Para. 3 GDPR) or Fujitsu provides guarantees in accordance with Art. 46 GDPR that are, in particular, standard contractual clauses issued by the European Commission in accordance with Art 46 paragraph 2 letter c GDPR.
- d. Information on Recipients 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 Recipients for the processing of personal data, Fujitsu, and where applicable the Recipients shall remain responsible for the performance of all its obligations under the dedicated services. In any case, when employing Recipients for deliveries or the performance of Services, Fujitsu is obliged to impose the appropriate obligations as per these Terms also on the Recipients.

XIV. 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 Content 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 Services and/or Content from countries, where such content is unlawful is expressly prohibited. These Terms shall be governed by the local laws of your local Fujitsu entity. In case there is no local Fujitsu entity in your country, German law shall apply. The provisions laid down in the UN Convention on the International Sale of Goods dated April 11th, 1980 (CISG) shall be excluded.

XV. What is needed from your side

1. Concerning your customers

You shall ensure 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 provide the agreed Services free from any legal infringements.

2. Concerning your employees and subcontractors

You shall inform your personnel, whom you involve to cooperate with us according to these Terms. Where you engage third parties you will remain fully liable for your obligations under these Terms; You shall ensure that any such third parties comply with your obligations under these Terms and upon request, inform Fujitsu about such third parties (including contact details).

XVI. Special note for Fujitsu Service Partner

1. 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 Maintenance Service Partner Program and consent to be obliged by its conditions and requirements to qualify as Fujitsu Service Partner. Thus, upon your successful registration and subject to your company having signed a

Service Partner specific confidentiality agreement, we will offer you a personal introduction and guidance through the qualification process. Scope, timing and process of this introduction and guidance are at the sole discretion of Fujitsu.

2. Once you are qualified as Fujitsu Service Partner, Fujitsu will further offer you the training portal "Fujitsu Training Academy Online". For further details please read the terms as set out in Part B, General Information, section III of these Terms. Any further information and the access to this portal are available on the starting page of the Fujitsu Partner Extranet Portal.

Part B. Ecosystem Partners

I. Scope

a. The Fujitsu ecosystem strategy supports Fujitsu's mission to bring together different types of partners and integrate the contributions of multiple organizations, large and small by aggregating their capabilities, thus, to collaborate effectively, realize emerging market opportunities and create business value. The Fujitsu ecosystem comprises all types of partners: channel partners, solution partners, value added resellers, system integrators, service providers or non-reselling partners (e.g. Independent Software Vendors, Internet of Things providers or specialist consultants).

b. In order to support this strategy, Fujitsu has created the Fujitsu Ecosystem Platform.

c. The platform follows a well-orchestrated, partner-centric structure, built with and for the partners, to answer today's business challenges and the need to create powerful ecosystems and thereby enable the organizations to grow. It is not a platform with predefined content, therefore the partners are invited to place useful content, from promoting their company profiles or their own solutions (that complement the Fujitsu product and service portfolio), to the point of raising their challenges to find peers with complementary skills to collaborate or showcase their innovative projects, developed with Fujitsu. It is a dynamic space where existing and new partners can help collaborate, find useful information, experience co-creation and generate new business value, to solve holistic customer demands.

d. The Fujitsu Ecosystem Platform consists of 2 layers:

Layer 1: Partner Search, Ecosystem Solution Section, Challenge Section, Innovation Section

Layer 2: My Ecosystem Connect

Layer 1, an open platform with 4 main sections:

- **1. Partner Search Section:** Upon the insertion of the required data in the Profile App by the registered partner, its company profile is showcased in the Partner Search Section and can be accessed based on different filtering options. Thus, Fujitsu uses the information and data collected in the Profile App to complete the company profile of the partner in the Reseller Search Section, and as such creating a superior level of information compared to other tools, e.g., the Reseller Locator.
- **2. Ecosystem Solution Section:** Partners have the possibility to promote their business solutions upon prior approval by Fujitsu. To be eligible, a solution should:
 - a. drive consumption of Fujitsu portfolio elements
 - b. support other Fujitsu partners and/or customers on their journey to
 - i. generate value out of data (analysis, design & provide the data architecture, secure & protect, deliver business value)
 - ii. build perfect hybrid solutions
 - iii. optimize an SAP architecture
 - iv. create best in class workplace solutions

Fujitsu encourages both vertical and horizontal solutions.

- **3. Challenge Section: Partners have the possibility, upon prior approval by Fujitsu, to add a brief** description of an opportunity identified or to seek for collaboration partners for building an ecosystem solution. To be eligible, a challenge should:
 - a. drive consumption of Fujitsu portfolio elements

- b. support Fujitsu partners business purposes and/or their customers business purposes.
- c. Innovation Section: Partners have the possibility to promote their innovative projects built together with Fujitsu and already implemented at customer sites

Layer 2 – Login based (using same credentials as per CPP login) My Ecosystem Connect:

This area will allow registered partners to:

- 1. contribute to discussion boards, thereby communicating with Fujitsu and with other registered users on topics related to Fujitsu business or those that drive consumption of a Fujitsu portfolio element
- 2. follow several discussion boards
- 3. be part of special communities around the key strategic areas of Data Driven Transformation, SAP, Hybrid Cloud, Workplace

My Ecosystem Connect does not provide any direct communication functionality (e.g. private messages) between users or with Fujitsu. For further details, please see the My Ecosystem Connect section below.

II. Additional Terms for all Ecosystem Partners

1. General

a. Any and all use of the Fujitsu Partner Extranet Services by Ecosystem Partners is subject to these additional terms for all Ecosystem Partners.

b. The Terms shall not change any of the contractual agreements between Fujitsu and you, but instead only offer you features and services as specified herein. 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. 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.

c. Please note that in any scenario Fujitsu is only providing the Fujitsu Ecosystem Platform and My Ecosystem Connect on a reasonable efforts basis, but is not obliged to provide any kind of supply or service beyond the platform hosting in accordance with these Terms. Fujitsu has no obligation to provide any 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 provide any warranty for the information and material provided by the partner, be it in My Ecosystem Connect or in any other context.

d. You are fully responsible for the Content and the quality of the products and services provided by you via the Fujitsu Ecosystem Platform, in particular via My Ecosystem Connect and you will indemnify Fujitsu for all and any claims, damages and costs with regard hereto.

e. Final note: For the Fujitsu Ecosystem Platform, including My Ecosystem Connect, the same rules and regulations apply as set out for the Fujitsu Partner Extranet in Part A of these Terms. In particular your compliance with the requirements set out in Part A, section XII ("Compliance/Ethical Standards") is of fundamental importance for Fujitsu. Concerning the confidentiality obligations in respect of My Ecosystem Connect please consider the provisions of the My Ecosystem Connect section below.

2. My Ecosystem Connect

With My Ecosystem Connect on the Fujitsu Ecosystem Platform your dedicated local Fujitsu entity offers you a platform free of charge to be used for sharing of Content (jointly hereinafter "**Posted Content**") around Fujitsu related matters. My Ecosystem Connect is available after login (using CPP credentials). Your use of My Ecosystem Connect is based on your compliance with the Terms and in particular your acceptance of the following additional terms of use:

a. General principles

- (1) Fujitsu only provides My Ecosystem Connect as a platform for registered users to collaborate but is not obliged to provide any kind of supply or service in relation to My Ecosystem Connect. You agree that you will access, and/or use My Ecosystem Connect only personally and that you will not share with any third party or individual the access to your account.
- (2) A direct communication between users is not in the scope of My Ecosystem Connect and is prohibited. Should you wish to engage in such mutual communication you have to use other means of communication, e.g., e-mail or telephone.
- (3) It is prohibited to share information or discuss / engage in activity, which could cause
 - a. a legal offence, including but not limited to, applicable anti-fraud-, antitrust-, anticorruption- or public procurement laws, or
 - b. otherwise significant harm to your interests, other participants interests or Fujitsu's interests, e.g. cause a financial loss (such as a damage claims), loss of profitability or opportunity, infringement of intellectual property rights, disclosure or misappropriation of trade secrets, embarrassment or loss of reputation, or
 - c. any form of harassment or discrimination (without limitation you are especially prohibited from obtaining, transmitting or otherwise communicating illegal, immoral, pornographic, libelous, defamatory, racist or other inappropriate information.
- (4) You shall not share any personal data through My Ecosystem Connect beyond the necessary personal data for the dedicated communication activity between sender and audience. Personal data of third parties shall only be communicated and/or disclosed if and after the disclosing party has made sure that such third party consents to the transfer and/or disclosure of its personal data.
- (5) You shall not share any private content, information, software, documents and/or information through My Ecosystem Connect, as the scope of My Ecosystem Connect, as of the whole Fujitsu Partner Extranet is limited to business use.
- (6) No party makes any express or implied warranty or representation concerning the accuracy, completeness, quality or fitness for a particular purpose of the Posted Content shared via My Ecosystem Connect.

b. Content

- (1) By using My Ecosystem Connect you understand and confirm that any Posted Content shared with Fujitsu via My Ecosystem Connect and related data, including without limitation personal data, log data, the communication with you, will become subject to Fujitsu's books and records and archives as well as associated Fujitsu's policies with regard to record retention / monitoring / review / audits, as stipulated in Part A, section XII ("Compliance/ Ethical Standards") of these Terms.
- (2) To the extent permitted by applicable law, Fujitsu reserves the right, during and after use of My Ecosystem Connect, to access and review the Posted Content and related data, including without limitation personal data, log data, the communication with you and any related Content.
- (3) You understand that Fujitsu may use or disclose such data and/or Content as well as Posted Content and related data, including without limitation personal data, log data, the

communication with you, to third parties, if required by law or to conduct its business in an appropriate way.

- (4) You shall exercise due care when using My Ecosystem Connect, as per all other Services that you use when exchanging information with third parties. In particular it is only allowed to upload or share information and/or Content which has either been classified as public by your company or is owned by you personally and exclusively. Information marked as confidential by your company must not be uploaded, as it should usually not be shared outside of your company. Any other Confidential Information must not be uploaded to My Ecosystem Connect either. Should you wish to share Confidential Information with Fujitsu, use a direct and secure communication channel. For all information and Content to be uploaded to My Ecosystem Connect you need to obtain the owner's and stakeholder's consent to publish to the Fujitsu audience and the wider public. If you are not sure that the information and/or Content can be shared with Fujitsu via My Ecosystem Connect, it is solely your responsibility to check with the information owner or governance function within your company.

c. Intellectual Property

- (1) Using My Ecosystem Connect does not give you ownership of any intellectual property rights in My Ecosystem Connect or in the Posted Content that Fujitsu or other users share and which you may access. No license under any trademark, copyright, patent, design rights or any other intellectual property right in the Posted Content is granted, whether expressly or by implication, to any party by sharing Posted Content via My Ecosystem Connect.
- (2) Any Posted Content shared via My Ecosystem Connect shall remain the property of the originator of such Posted Content subject to the further agreements as set out in Part B, II, 2b of these Terms.
- (3) The sharing of Posted Content via My Ecosystem Connect by Fujitsu shall not constitute any representation or warranty, express or implied, with respect to the non-infringement of trademarks, patents, copyright, design rights or any other intellectual property rights or misappropriation of trade secrets belonging to third parties.
- (4) The copyright for your Posted Content remains with you. You remain solely responsible for its content. By posting your Posted Content in My Ecosystem Connect, you grant Fujitsu the irrevocable, worldwide, royalty-free and perpetual, non-exclusive right to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, modify, create derivative works of, exhibit, and otherwise use your Posted Content.
- (5) Fujitsu may in particular keep Posted Content permanently available for retrieval in My Ecosystem Connect or similar portals. Fujitsu has the right to move Posted Content in My Ecosystem Connect and the Fujitsu Partner Extranet in general and to combine them with other content. In addition, Fujitsu may also delete your Posted Content in its sole discretion.
- (6) You may request the deletion or correction of your Posted Content, and Fujitsu will, in its sole discretion, decide if or how to comply with such request. Subject to a legal obligation due to all Data Protection Laws or further mandatory local laws, you have no legal right to deletion or correction.

d. Export Control

In the event, that technical information (including blueprint, design diagram, chart, model, formula, design specifications, manual, instruction document, program, and source code) is published on My Ecosystem Connect, that information may be subject to export legislation. You acknowledge that any Posted Content shared via My Ecosystem Connect may be subject to government export control laws and regulations and you agree that you will strictly comply with all applicable requirements under such laws and regulations. As such, you warrant and undertake

that you will not export or transfer by any means, electronic or otherwise, any Posted Content without complying in all respects with the applicable export control legislation, codes of conduct, the relevant export license(s), guidelines, notices and/or instructions in relation to any such export or transfer of information. You must therefore obtain advice and the necessary approval from the import and exports adviser in your company prior to dissemination.

III. Training Portal “Fujitsu Training Academy Online”

1. In the training portal “Fujitsu Training Academy Online” your dedicated local Fujitsu entity offers you training services in cooperation with Fujitsu Technology Solutions GmbH, Mies-van-der-Rohe-Str. 8, 80807 Munich, Germany. Any further information and the access to this portal are available for the Channel Partners/SELECT Partner Program on the local site of the Channel Partner Portal of your local Fujitsu entity and for non-reselling/referral partners on the dedicated section in the Corporate Partner Portal.

2. 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 correct them. Fujitsu shall not warrant that the provided training contents also apply without any changes to future hardware or software releases.

IV. Reselling Partners, Distributors and SELECT Partner Program

Content: Reselling Partners, Distributors and SELECT Partner Program

1. Introduction
2. SELECT Connect Platform
3. Small Deal Coaching (SDC)
4. Fujitsu uPROVIDE uSCALE Program
5. Fujitsu WebArchitect
6. Media Portal & Resource Center
7. Reseller Locator
8. Fujitsu One eCommerce Platform
9. Loyalty Programs / Competitions
10. Marketing Development Fund (MDF)
11. Mobile Channel App
12. Partner cockpit “Paneru”
13. Manufacturer Warranty Handling
14. Product Related Services and Data Driven Services

1. Introduction

Fujitsu offers you and provides a variety of useful information on global and regional level to its registered distributors and registered reselling partners. The Fujitsu Partner Extranet will give you access to a number of tools/portals and selected information, as offered in the country specific CPP as well as offered in the Fujitsu Corporate Partner Portal. Upon successful registration as a reseller your company additionally becomes a member of the Fujitsu channel partner program, which is 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 reselling partner. Fujitsu distributors and reselling partner shall hereinafter be referred to as “**Channel Partners**”, when no differentiation is specified. Channel Partners may get access to different tools and apps (hereinafter “**Connected Systems**”), depending on your membership status according to the rules

of SELECT Partner Program and the local rules (as some tools may only be available in some countries).

a. General

- i. The registration for the SELECT Partner Program currently comprises the access to the country specific CPP as well as to the Fujitsu Corporate Partner Portal.
- ii. On regional level Fujitsu is sharing with you product related, services related and supply related information. Furthermore, Fujitsu is supporting you in configuration tasks, e.g., via the Fujitsu WebArchitect. You acknowledge and accept that these Terms shall also apply for such content, information, support and tools. This shall apply in particular to the availability of Services and Fujitsu's liability.
- iii. 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 Fujitsu's CRM tools.
- iv. 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 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. Where these Terms refer 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 apply additionally. As such, in case of purchase transactions through the Mobile Channel App (available in specific countries only) or through the Fujitsu One E-Commerce platform also the local sales terms will apply, as published in the local Mobile Channel App terms on the CPP or in the Fujitsu One E-Commerce platform. In the event and to the extent of any conflict between the local sales terms and these Terms the local sales terms shall have precedence.

b. Product Liability

With regard 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 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. You shall ensure that such customer data can be made available upon Fujitsu request in compliance with the requirements of 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.

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.

2. SELECT Connect Platform

a. Deal Registration

- i. Fujitsu is offering a Deal Registration Tool (hereinafter "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.
- ii. To the extent the DRT is used for the uPROVIDE uSCALE Program, Part B section IV.4 ("4. Fujitsu uPROVIDE uSCALE Program") shall apply.

b. Special Price Requests

- i. For all distributors and partners Fujitsu offers a Special Price Request (hereinafter "SPR") process.
- ii. Resellers and distributors are both free to ask for a special price for a dedicated end-customer project. Once a special price request has been accepted 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.
- iii. 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.
- iv. 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 or deletion of the request in the SPR tool.
- v. In case of alternative (2), the reseller, as independent business entity shall decide about the pricing to the end-customer at its 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.
- vi. 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 regards to the same project.
- vii. 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.
- viii. 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.

- ix. 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 applicable anti-corruption laws as defined in Part A section XII. 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 applicable anti-corruption laws as defined in Part A section XII. Fujitsu reserves the right to audit all the Documentation 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. The Documentation includes - but is not limited to - proof of delivery to the end customer in the form of the end customer's order, delivery note and invoice. 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. In the event the distributor/reseller fails to deliver the requested Documentation within 20 days following a request by Fujitsu, or if the Documentation shows misuse of the project conditions, 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).
- x. Likewise, reseller - by placing an DRT request of his own with Fujitsu for a specific project customer - represents and warrants that any and all orders placed by reseller with distributor referring to such specific project customer will exclusively be used to resell the related products to the specific named project customer. Reseller agrees to submit himself to the same Fujitsu audit as described in the foregoing section for Fujitsu to verify reseller's compliance with its representation and warranty. In the event the partner fails to deliver the requested Documentation within 20 days following a request by Fujitsu or if the Documentation shows misuse of the project conditions, Fujitsu is entitled to - and reserves the right to - claim 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 DRP directly from the reseller instead of the distributor as set out in the foregoing section.
- xi. Fujitsu will conduct any audit in compliance 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.
- xii. 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 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 do not 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. You shall inform the customer that you have received the contact data in context of his interest in Fujitsu products, solutions or services.

3. Small Deal Coaching ("SDC")

- a. For resellers Fujitsu may offer the SDC tool. The scope of the SDC tool may vary depending on the country. Any further details of the SDC tool shall be set out in country specific terms.
- b. The SDC tool and associated process is accessible via the CPP. Via the SDC tool, resellers in scope of the SDC tool are free to ask for a special discount, either directly or with support of their distributors, on "value4you" articles or "PRIMERGY Channel assembly project" articles

that are in stock at distributors and upon providing project configuration detailed via a csv upload.

- c. Once a SDC request has been accepted by Fujitsu, Fujitsu will generate and provide an offer for a special discount to the distributor that was selected by the reseller. The distributor who has been selected by the reseller may then accept such Fujitsu special discount offer and build a final offer for the reseller.
- d. The distributor and the reseller, as independent business entities, shall decide about the pricing in their contractual relationship between them at their 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 SDC 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.
- e. If the distributor does not agree to the special discount provided in the Fujitsu offer within the dedicated time frame, as explicitly set out in the Fujitsu special discount offer, the Fujitsu special discount offer shall be deemed rejected by the distributor. In case of a rejection from the distributor the reseller may choose another distributor for the project related procurement purposes.
- f. For the avoidance of doubt: In no event shall Fujitsu's offer of a special discount based on an SDC be deemed as granting exclusivity in a project and Fujitsu shall not be inhibited to make similar offers to other resellers or distributors with regards to the same project.
- g. The prices agreed apply exclusively to the related order and are only valid if and to the extent as outlined in the corresponding Fujitsu offer.
- h. The distributor must inform the reseller of its obligation to document the execution of the sale of the products in question to the end customer by virtue of the final contract or relevant receipts and invoices that indicate the type of products purchased.
- i. 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 applicable anti-corruption laws as defined in Part A section XII. 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 applicable anti-corruption laws as defined in Part A section XII. Fujitsu reserves the right to audit all the Documentation of distributor and reseller, which are connected to a SDC Request, by itself or by outside auditors acting on Fujitsu's behalf, upon notice. The Documentation includes - but is not limited to - proof of delivery to the end customer in the form of the end customer's order, delivery note and invoice. 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. In the event the distributor/reseller fails to deliver the requested Documentation within 20 days following a request by Fujitsu or if the Documentation shows misuse of the project conditions, 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 (hereinafter "**DRP**").
- j. Likewise, reseller - by placing an SDC request of his own with Fujitsu for a specific project customer - represents and warrants that any and all orders placed by reseller with distributor referring to such specific project customer will exclusively be used to resell the related products to the specific named project customer. Reseller agrees to submit himself to the same Fujitsu audit as described in the foregoing section for Fujitsu to verify reseller's compliance with its representation and warranty. In the event the partner fails to deliver the

requested Documentation within 20 days following a request by Fujitsu or if the Documentation shows misuse of the project conditions, Fujitsu is entitled to - and reserves the right to - claim 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 DRP directly from the reseller instead from the distributor as set out in the foregoing section.

- k. 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.
- l. The Small Deal Coaching is mandatory to be used. A special discount for the in-scope articles shall not be granted outside of the SDC tool.

4. Fujitsu uPROVIDE uSCALE Program

- a. On the SELECT Connect Platform of Fujitsu, the local Fujitsu legal entity in the territory in which your company is having its business seat (and in absence of such local Fujitsu legal entity Fujitsu Technology Solutions GmbH) may offer you, as Channel Partner of Fujitsu, to apply for participation in a commission-based sales program for Fujitsu uScale infrastructure as a Service product (hereinafter "**uPROVIDE uScale Program**"). The uPROVIDE uScale Program offers you the opportunity to promote Fujitsu's infrastructure as a service offering uScale on a success fee basis, based on dedicated uPROVIDE uScale Program terms and conditions (hereinafter "**uPROVIDE uScale Program Terms**").
- b. Any further information and the dedicated uPROVIDE uScale Program Terms are published on the local site of the Channel Partner Program of the local Fujitsu Legal entity and in absence of such local Fujitsu legal entity on the local site of the Channel Partner Program of Fujitsu Technology Solutions GmbH.
- c. Your participation in the uPROVIDE uScale Program is contingent upon your successful registration and application in the uPROVIDE uScale program your legally binding acceptance of the corresponding Fujitsu uPROVIDE uScale Program Terms and Fujitsu's approval/confirmation of your signed application.
- d. The approval/confirmation by Fujitsu is subject to your company passing a successful third-party due diligence check (3PDD) by Fujitsu. Fujitsu may reject or decline your application for participation in the uPROVIDE uScale Program for any or no reason at its sole discretion. However, should your uPROVIDE uSCALE Program application be accepted by Fujitsu, the uPROVIDE uSCALE Program Terms constitute a legal agreement between the legal entity, represented by you and the local Fujitsu Legal Entity, accepting your application. In such case, the dedicated uPROVIDE uSCALE Program Terms shall have precedence over any further written contractual agreement with Fujitsu on the subject matter, in the event and to the extent of any conflict between such written contractual agreement and the uPROVIDE uSCALE Program Terms.
- e. If and to the extent a specific uPROVIDE deal is registered at the Fujitsu DRT by a Channel Partner who is not yet approved participant in the uPROVIDE uScale Program, the application process including third party due diligence check by Fujitsu will have to be successfully concluded prior to such Channel Partner getting his registered uPROVIDE deal confirmed or rejected. The Parties will jointly cooperate to decide on how to deal with the registered uPROVIDE deal during the interim phase until the application is either successfully completed or rejected. If the application is finally rejected for reasons attributable to the partner Fujitsu may within its reasonable discretion decide to pursue the registered uPROVIDE deal involving an alternative uPROVIDE Partner.
- f. Please note: The uPROVIDE uScale Program is dedicated to and open only to Fujitsu Reselling Partners / Distributors.
- g. Non-Reselling Partners can alternatively participate in the Fujitsu Referral Partner Program (see Part B section V.2 ("Fujitsu Referral Partner Program")).

5. The Fujitsu WebArchitect

- a. The Fujitsu WebArchitect enables the configuration of products and solutions. The primary objective of the Fujitsu WebArchitect is to help configure the best offers using the Fujitsu product portfolio in order 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 WebArchitect Fujitsu does neither commit nor guarantee any product supply to you. You will have to follow the Fujitsu standard order process to place valid orders at Fujitsu and to get Fujitsu's acceptance of such order, which up to Fujitsu's binding order confirmation will still be within the sole reasonable discretion of Fujitsu.
- b. Unless explicitly agreed otherwise, all prices published in the Fujitsu WebArchitect are to be understood as suggestions/non-binding recommended price indications for you, which are mainly meant to visualize the cost relations between various alternative configurations for you. The prices 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 in your sole responsibility to properly calculate 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.
- c. Fujitsu has no obligation to provide consulting services to you or any partner of the transaction under these Terms, unless explicitly agreed otherwise. Fujitsu assumes no obligations and is therefore not liable for the quality of the product configurations offered by you, or the fulfillment of any contractual agreement, which Fujitsu is not party to.
- d. You may use the offered information from the Fujitsu WebArchitect for your own professional sales and consulting needs. Any other use of the information, especially any type of replication, alteration, or integration in any type of publishing or in advertisement of any type is only permitted with prior consent of Fujitsu or the dedicated owner of the information. We specifically draw your attention to the fact that contents and information in the Fujitsu WebArchitect may be subject to protective rights; any such protective rights (including without limitation names and trademarks) shall remain the property of Fujitsu and/or the respective owner at all times.
- e. The Fujitsu WebArchitect is operated and administered by the legal entities of Fujitsu Europe for product business. Fujitsu makes no representation that the Content on the Fujitsu WebArchitect is appropriate or available for viewing or downloading at locations in other countries of the world outside EMEA. Also Fujitsu makes no representation that a specific configuration as composed in the Fujitsu WebArchitect will be available or marketable in each and every country in EMEA, even less outside EMEA. If you access the Fujitsu WebArchitect from countries outside EMEA, you are responsible for compliance with all local laws. Access to the Fujitsu WebArchitect's Content from countries, where such content is unlawful, is expressly prohibited.
- f. The Fujitsu WebArchitect is provided to you free of charge for your convenience, with no warranty whatsoever from Fujitsu. Fujitsu disclaims any and all warranties express, implied, or otherwise, with respect to the Fujitsu WebArchitect, including any warranty of technical feasibility, 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 WebArchitect or the operation, functionality, or availability of the Fujitsu WebArchitect.

6. Media Portal & Resource Center

- a. In the Media Portal & Resource Center (hereinafter **"MPRC"**) your dedicated local Fujitsu entity offers you marketing material and marketing information based on dedicated MPRC terms and conditions (hereinafter **"MPRC Terms"**) as set out in the MPRC.
- b. 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 sales and consulting 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 Content can be subject to protective rights; any such protective rights (including without limitation copyrights, 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 on 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.
- c. The MPRC is operated and administered only in and for countries in EMEA. Fujitsu makes no representation that the Content on the MPRC is 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 Content from countries, where such content is unlawful, is expressly prohibited.
- d. All information has been gathered and checked by Fujitsu with care and is supplied by Fujitsu as true 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 accepts no liability for any damages due to incorrectness, incompleteness, or missing timeliness of the information supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied information by you. Fujitsu's liability shall be limited only to acts arising out of gross negligence or willful misconduct 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.
- e. 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 Fujitsu sales partners.

7. Reseller Locator

By accepting these Terms 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 please note in that respect the Fujitsu Cookie Policy.

8. Fujitsu One E-Commerce Platform

- a. Upon successful registration in the Fujitsu Partner Extranet the Fujitsu Extranet Partner may additionally be invited to the Fujitsu One E-Commerce Platform to use the electronic

ordering / order tracking / reporting functionalities to the extent this is considered helpful for doing business with Fujitsu, such invitation however remaining within the reasonable discretion of Fujitsu.

- b. The access and use of the Fujitsu One E-Commerce platform is based additionally on separate dedicated terms and conditions, as published upon the partner's separate registration at the Fujitsu One E-Commerce Platform.

9. Loyalty Programs /Competitions

- a. The local Fujitsu legal entity in the territory in which your company is having its business seat (and in absence of such local Fujitsu legal entity Fujitsu Technology Solutions GmbH) may offer your company, to participate in dedicated competitions, incentive programs or loyalty programs. Employees of Channel Partners registering for the participation act for and on behalf of their respective company. In all cases the recipient of incentive payments, loyalty bonuses and/or prize awards shall be the winning company/customer company as such, and not the respective company's employee or contact.
- b. To the extent competition prize awards, loyalty bonuses and/or incentive payments are provided to the winning company /customer company it is within the sole discretion of such company to pass on payments to dedicated employees of the winning company /customer company. Fujitsu will not influence the internal allocation of the prize by the winning company/customer company to an individual person at the winning company. Further information and the dedicated terms of such incentive programs, loyalty programs or competitions will be published (together with the announcement of such programs) on the local site of your local Fujitsu entity.
- c. The respective competitions, incentive programs and/or loyalty programs are usually offered in cooperation with Fujitsu Technology Solutions GmbH, Mies-van-der-Rohe-Str. 8, 80807 Munich, and with kind support of dedicated Fujitsu's technology partners. Fujitsu might commission marketing agencies and further subcontractors to support with the implementation of the respective incentive program, loyalty program or competition.
- d. You may - as the result of winning such a competition prize award, loyalty bonus and/or incentive payment - be subject to extra tax payments in your country of residence or company headquarter. Should you be subject to extra tax-related advantages or disadvantages, or other costs arising from a loyalty program, you are solely responsible for such. Fujitsu does not assume any responsibility or accept any obligation for extra tax-related or other costs, in particular for any income-related taxes, or tax notification and payment obligations incurred in conjunction with any assets acquired as a result of participating in an incentive program, loyalty program or competition.

10. Marketing Development Fund (MDF)

- a. In the CPP the local Fujitsu legal entity in the territory in which your company is having its business seat (and in absence of such local Fujitsu Legal Entity Fujitsu Technology Solutions GmbH) may offer you, as Channel Partner, 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 for this funding are published on the local site of the Channel Partner Program of the local Fujitsu Legal entity and in absence of such local Fujitsu legal entity on the local site of the Channel Partner Program of Fujitsu Technology Solutions GmbH.

Please note:

- i. Should your MDF application be accepted by Fujitsu, the MDF process constitutes a legal agreement between the legal entity, represented by you and the local Fujitsu Legal Entity, accepting your application. In such case, the dedicated MDF Terms shall have precedence over any further written contractual agreement with Fujitsu on the subject matter, in the event and to the extent of any conflict between such written contractual agreement and the MDF Terms.

- ii. Only dedicated and named contacts within the legal entity, you are representing shall be authorized to handle the MDF program of Fujitsu on behalf of your company. Thus, please make sure you have such authority before starting activities and requesting MDF funds.
- iii. By accepting or approving a project or a marketing activity under the MDF program, Fujitsu does not automatically commit or guarantee a related supply of products and services to you. You will have to follow the Fujitsu standard order process to place valid orders at Fujitsu and to get Fujitsu's acceptance of such order, which up to Fujitsu's binding order confirmation will still be within the sole reasonable discretion of Fujitsu.
- iv. Should you not market or sell Fujitsu products in accordance with the respective published specifications, Fujitsu may withhold, reverse, disallow or reduce the MDF funding accordingly.

11. Mobile Channel App

- a. 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 valuable business information during the sales process and to get enhanced support to bid in and win opportunities, with features like:
 - i. Product catalogue showing stock availability at distribution and product descriptions
 - ii. Promotions section containing availability of current promotions associated with products.
 - iii. Partnership information about SELECT Partner Program in a nutshell and quick access to the business tools
 - iv. Download of product documentation
 - v. Portfolio section that facilitates access to additional product pages easily.
- b. It is necessary to have a partner status with Fujitsu to make use of the Mobile Channel App. The use of the Mobile Channel App is based on dedicated terms and conditions, as published in the Mobile Channel App.
- c. 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.

12. Partner cockpit "Paneru"

- a. The Partner cockpit "Paneru" serves as a central hub that gathers and displays data from various tools and applications and provides a comprehensive set of features to support you in managing the Fujitsu tools and accessing information. It consists of an entry page that offers an overview of the available tools and information, e.g. your company revenue achieved with Fujitsu and PLA split, target achievement information (subject to target letters signature), your trainings and accreditation overview, sales and marketing information. Additionally, there is a detailed page dedicated to each tool, providing in-depth data insights and the link to the tool itself.
- b. Please note: You can only see the information related to your account, upon your successful Extranet registration. The target achievement module is restricted only to companies that signed target letter agreements. Some access to data is granted to the users based on request and requires Fujitsu internal approval.
- c. The information on sales and bonus achievements provided in Paneru is a non-binding reference for Channel Partners only. The final and binding determination of the relevant KPI' and the corresponding final bonus achievements of a Channel Partner will be summed up, checked and calculated only after the end of the measurement period identified in the respective target letter in accordance with the terms and conditions and rules defined in the

respective target letters. The actual target letter bonus achievement may be less than that shown in Paneru as not all sales volumes qualify as target letter relevant turnover: e.g. revenue generated from dedicated bids, are explicitly excluded from the SELECT Expert Target Agreement, etc.

13. Manufacturer Warranty Handling

- a. Most Fujitsu Products are accompanied by a product specific Fujitsu Manufacturer Warranty commitment which is integral part of the Product. It is exclusively provided to the end customer/end user of the defective device based on the terms and conditions of the Fujitsu Warranty Booklet and the product specific warranty scope information. For the avoidance of doubt: Distributors and Resellers of Fujitsu products do not acquire and have no direct claims against Fujitsu out of the Fujitsu Manufacturer Warranty.
- b. The applicable Manufacturer Warranty Terms of Fujitsu for Fujitsu Products are available for download under: <https://support.ts.fujitsu.com/IndexWarranty.asp?lng=en>
- c. Fujitsu manufacturer warranty must be and may only be passed on to end customers/end users with reference to the Fujitsu warranty booklet and only for Fujitsu products, and Fujitsu branded products actually being under Fujitsu manufacturer warranty in line with the official Fujitsu manufacturer warranty information. Partner shall neither re-brand nor change any content of Fujitsu's Manufacturer warranty nor the related manufacturer warranty documentation.
- d. The partner acknowledges, that any and all Fujitsu Products generally under Fujitsu manufacturer warranty must not be sold with Fujitsu manufacturer warranty and related warranty documentation after a period of one year from first delivery of the respective product by Fujitsu to the partner (or to the respective distributor, in case partner is purchasing from distributor) unless and before such warranty commitment has been approved/reconfirmed by Fujitsu expressly and in writing based on a spare part and service availability check for the respective product.
- e. Any and all additional costs and damages resulting from partner's breach of the requirements and restrictions under this section shall be borne by partner.

14. Product Related Services, Professional Services and Data Driven Services

As the Fujitsu Partner Extranet is not a sales platform, the following terms shall not establish the contract terms for a dedicated service transaction, but instead for any service transaction, which might be available in specific countries only the local sales and service terms will apply, as published locally. In the event and to the extent of any conflict between the local sales terms and the following terms the local sales terms shall have precedence. 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 the following terms the written contractual agreement shall have precedence. In case there is not a conflict, but the written contractual agreement or the local sales terms are silent on issues, which are addressed in the following terms, the following terms shall apply.

a. Product Related Services

- i. Product Related Services (hereinafter "**PRS Services**") are the product related Fujitsu service products, available as (i) support packs Hardware/Software/Solution (ii) Service Contracts Hardware/Software/Solution and as (iii) IMAC/D (install, move, add, change, and dispose) and rollout services, each as further described below. Such PRS Services are Fujitsu branded packaged maintenance services, comprising elements to support operational readiness of IT systems over a specified period of time, including the provision of generally available manufacturer-updates/upgrades of BIOS versions, drivers or firmware for download (preventive maintenance) and the diagnosis and correction of

- hardware failures by repair or replacement (reactive maintenance) Such PRS Services are also available for certain Software and OEM Software products
- ii. The current PRS Service specifications, the corresponding latest terms and conditions and datasheets for the respective Fujitsu PRS Services are available for download on the Fujitsu Extranet Website [Fujitsu Product Related Support](#). The respective information can also be obtained at the respective local Fujitsu Service organisation which is responsible for the country in and/or for which the PRS Service is to be sold in.
 - iii. Subject to payment of the respective service prices as applicable at Fujitsu at the time of the purchase or as applicable for the respective due dates of any agreed periodical payments, partner may market, offer and sell such PRS Services to his customers as purchased by partner from Fujitsu or Fujitsu distributor, depending on its Partner status. The partner shall be entitled to determine the resale prices and other commercial terms at which such Fujitsu PRS Services are being sold to its customers, provided that partner abides by applicable law in its sales jurisdiction.
 - iv. All sales of Fujitsu's PRS Service and pre-sales support for Fujitsu's PRS Service shall be performed by partners' qualified personnel. The Partner shall ensure that its employees regularly participate in the Fujitsu offered sales trainings for Fujitsu PRS Services.
 - v. Partner shall neither re-brand nor change any content of Fujitsu's PRS Services nor alter any of the applicable Fujitsu datasheets, service documentation, or terms and conditions. The partner is obliged to make all Fujitsu PRS Service documentation, terms and conditions available to its customers and, in case of sale to resellers, to oblige them respectively to make such Fujitsu PRS Service documentation and terms and conditions available to their end customers to achieve a valid incorporation of all applicable terms and conditions into the end customer contract.
 - vi. Fujitsu will not be obliged to deliver any PRS Services to partner or its customers unless such PRS Services are included in pre-defined, generally available and packaged standard Fujitsu PRS Services. If the partner wants to add or bundle his own service offering with Fujitsu PRS Services, it is mandatory, that the partner first obtains Fujitsu's prior written approval. Both parties will discuss the feasibility of such bundling with the Fujitsu local service management prior to any such offer to a customer. This obligation to obtain Fujitsu approval for such bundling will not apply in case the respective bundling will not affect the contracted Fujitsu service delivery, e.g. in case of an independent or parallel service offering. Except as contractually agreed, nothing herein shall grant the partner any rights to use or sell any Fujitsu backline support, or to use service related support tools or service related materials provided by Fujitsu. Partner shall hold Fujitsu harmless and indemnify Fujitsu from all customer and other third party claims such customers or 3rd parties might have obtained against Fujitsu based on or arising out of unauthorized contracting of partner on behalf of Fujitsu in respect of PRS Services
 - vii. Partner acknowledges that any and all sale of standardized PRS Services for hardware which are scheduled to start later than a period of one year from first delivery of the respective hardware product by Fujitsu to the partner (or to the respective distributor, in case partner is purchasing from distributor) is subject to prior spare part and service availability check for the respective product and a corresponding written approval of the envisaged service scope by Fujitsu.
 - viii. PRS Services for Software can only be procured starting as of the date of first delivery or starting as of the date of the expiry of the preceding support period.
 - ix. In context with Fujitsu Service Contracts and applicable for those territories, where Fujitsu offers Service Contracts, the partner, who is not a distributor, understands and accepts and, in case of selling to re-sellers, aligns with such reseller and distributor in the implementation of the following process steps:

- a. Upon interest of an end customer in a Service Contract, the partner shall contact its Fujitsu distributor of choice to contact the dedicated Fujitsu Sales representative and places the request including the contact details of the distributor, partner, its reseller (if applicable) and the end customer, the physical setup location, the service duration and the requested service level, each in accordance with the respective Fujitsu offerings as set out in the Fujitsu Service Contract datasheet
 - b. Fujitsu will then return a dedicated Service Schedule (Service Schein) to distributor, setting out the end customer, as location for service provision.
 - c. Upon distributor alignment with partner and partner alignment with its reseller (if applicable) and end customer, the distributor shall confirm the acceptance of the end customer by returning the Service Schedule, signed by distributor, to Fujitsu and by adding all relevant serial numbers of the end customer in the dedicated Service Schedule.
 - d. Only upon execution of this last step by distributor and confirmation of the ordered Service by Fujitsu, the order of the distributor at Fujitsu shall be accepted by Fujitsu. Such acceptance by Fujitsu is in particular subject to sufficient lead-time and resource availability.
- x. Special terms for IMAC/D services and roll out services sold on time and material basis: Please note that in respect of IMAC/D services and roll out services sold on time and material basis the local Fujitsu entity, you are contracting with, can have implemented a sales process, which is different to the PRS Services, but which instead is based on the process for the resale of Professional Services. Please align with your local Fujitsu entity in case of questions. The remuneration for such IMAC/D services and roll out services is based on a price per unit, multiplied by the number of hours/days, required to perform the service offer. Consequently, the Fujitsu service offer contains only an estimate of such effort on a time and material - basis, however the overall service fee will exclusively be determined based on the time sheets of Fujitsu countersigned by the end customer and the materials used. Hence, the partner (i) acknowledges and accepts that the quantity of units and the final pricing for the IMAC/D services and roll out services may exceed the initially estimated prices due to higher efforts required for the individual delivery at end customer and (ii) will accept such deviations based on the time sheets signed by End Customer.

b. Professional Services

- i. Professional Services shall mean individualized Services by Fujitsu professional consultants supporting transformation and/or integration of end customer (data center) hardware and software systems. This includes planning activities for the integration and/or transformation of the respective systems. Typically, professional services are based on input from solution architects and support implementation and migration of IT-solution of the end customer.
- ii. In context with Fujitsu Professional Services and applicable for those territories, where Fujitsu offers Professional Services, the partner, who is not a distributor, understands and accepts and, in case of selling to re-sellers, aligns with such reseller and distributor in the implementation of the following process steps:
 - a. Upon interest of an end customer in a Professional Service, the partner shall contact its Fujitsu distributor of choice to contact the dedicated Fujitsu Sales representative and places the request including the contact details of the distributor, partner, its reseller (if applicable) and the end customer, the scope of services requested and the physical environment and setup at the service location, the service duration and the requested service level (as applicable) Upon request Fujitsu can support partner in determining the individual service needs and requirements.

- b. Fujitsu will then return a dedicated Service Schedule (Service Schein) to distributor, setting out the end customer, as location for service provision.
- c. Upon distributor alignment with partner and partner alignment with its reseller (if applicable) and end customer, the distributor shall confirm the acceptance of the end customer by returning the Service Schedule, signed by distributor, to Fujitsu and by adding all relevant serial numbers of the end customer in the dedicated Service Schedule.
- d. Only upon execution of this last step by distributor and confirmation of the ordered Service by Fujitsu, the order of the distributor at Fujitsu shall be accepted by Fujitsu. Such acceptance by Fujitsu is in particular subject to sufficient lead-time and resource availability.

c. Data Driven Services

- i. Fujitsu Data Driven Services comprise Artificial Intelligence (AI) & assessment and consultancy services as well as installation and implementation services, available for sale and/or resale to end customers directly by the partner or via resellers, purchasing from the partner. In either case the partner shall distribute the Fujitsu branded DDS Services in own responsibility and for its account.
- ii. In respect of the DDS Service scope, Fujitsu shall provide DDS Services according to the Fujitsu service data sheets or the individual service description and their technical appendices as well as any additional terms as applicable for the agreed DDS Service.
- iii. Partner must only re-sell DDS Services, as is, without any changes and must not combine or integrate it with own service offerings. Partner relevant information about DDS Services can be found here: [Data-Driven Services \(fujitsu.com\)](https://www.fujitsu.com/data-driven-services).
- iv. In the event that partner is explicitly authorized by Fujitsu and engages sufficient employees with a valid certification for the respective technology/DDS Service, the partner is entitled to sell such DDS Service, without the Fujitsu brand, the Fujitsu logo or the product name of Fujitsu as a so-called white label under its brand and with its logo, e.g. in case of partner's participation in the Fujitsu SystemInspection Service for SAPsolutions Partner Program (for further details see the dedicated section below). However, this requires that the partner uses the DDS Service to supplement its own service and solution portfolio; a pure reselling of the rebranded Fujitsu DDS Service as an independent product is not allowed. Fujitsu is entitled to withdraw the respective authorization from the partner at any time if the partner should not resell or use the DDS Service as a supplement to its service and solution portfolio and should sell it directly to resellers and/or end customers.
- v. In case of dedicated Fujitsu designed DDS Services e.g. for PRIMEFLEX Implementation Services, - and only in case the partner is sufficiently certified by Fujitsu and engaging sufficient employees with a valid certification for the respective technology, partner may combine or integrate such Fujitsu designed DDS Service, with partner's own services as partner - branded new service product, under sole business responsibility of the partner but abiding to the Fujitsu methods and processes for the Fujitsu DDS Service. The partner accepts, that in respect of quality assurance and full customer satisfaction the compliance with the dedicated Fujitsu process, is essential and conditional for providing a satisfactory delivery of such Fujitsu designed DDS Service and the required full post-sales support for end customers.
- vi. With respect to the individual purchase transaction the partner, who does not directly procure from Fujitsu, understands and accepts and, in case of selling to resellers, aligns with such reseller and distributor in the implementation of the following process steps:
- vii. Upon interest of an end customer in a DDS Service, partner contacts its Fujitsu distributor of choice, who contacts the dedicated Fujitsu sales representative and places the request including the contact details of the distributor, the partner, its reseller (if applicable) and

the end customer, the requested DDS Service type, the DDS Service location, the DDS Service duration and the requested DDS Service service level, each in accordance with the respective Fujitsu offerings as set out in the Fujitsu DDS Service datasheets.

- viii. At this stage there are three alternative ways to proceed, depending on (i) the respective DDS Service and (ii) whether the Distributor or the End Customer should be the contractual partner of Fujitsu .
- ix. **Alternative 1:** Distributor as contractual partner
- x. In this alternative Fujitsu will then return a dedicated DDS Service Proposal, setting out the applicable DDS Service Terms, with separate pricing sheet to distributor, setting out the distributor as contractual partner of Fujitsu in respect of the DDS Services. Upon partner alignment with distributor and partner alignment with its reseller (if applicable) and the end customer, the partner shall confirm the acceptance of the end customer by returning the DDS Service Proposal, signed by distributor to Fujitsu. Only upon execution of this last step by partner and confirmation of the ordered DDS Service by Fujitsu, the order of the distributor shall be accepted by Fujitsu. Such acceptance by Fujitsu is in particular subject to sufficient lead-time and resource availability.
- xi. **Alternative 2:** End customer as contractual partner based on DDS Service Proposal
- xii. In this alternative Fujitsu will then return a dedicated DDS Service Proposal, setting out the applicable DDS Service Terms, with separate pricing sheet to distributor, setting out the end customer as contractual partner of Fujitsu in respect of the DDS Services. Upon distributor alignment with partner and partner alignment with its reseller (if applicable) and the end customer, the distributor shall confirm the acceptance of the end customer by returning the DDS Service Proposal, signed by end customer, to Fujitsu. Only upon execution of this last step by distributor and confirmation of the ordered DDS Service by Fujitsu, the order of the end customer and as such the purchase order of the distributor with Fujitsu shall be accepted by Fujitsu and Fujitsu shall be contractually obliged to provide the requested DDS Services to the end customer. Such acceptance by Fujitsu is in particular subject to sufficient lead-time and resource availability. The partner must ensure that the end customer is provided with the DDS Service Terms in an appropriate legal format and prior to closing the related contract so that end customer can accept the DDS Service Terms in a manner that creates a legally enforceable contract between Fujitsu and the end customer;
- xiii. **Alternative 3:** End customer as contractual partner based on PRS processes
- xiv. In this alternative Fujitsu shall provide the respective DDS Services to the end customer based on the Fujitsu DDS Service data sheet and subject to the Fujitsu terms and conditions applicable to the respective DDS Service purchased by partner, however within the PRS Services processes and tools, which requires an activation of the respective DDS Service by end customer to become binding for Fujitsu. Partner must ensure that each end customer is provided with the DDS Service Terms (as defined in the following section) in an appropriate manner so end customer can accept the DDS Service Terms in a manner that creates a legally enforceable contract between Fujitsu and the end customer.
- xv. In case of DDS Services in the relationship between Fujitsu and the distributor in the scenario set out in Alternative 1 and in the relationship between Fujitsu and end customer in the scenarios set out in Alternative 2 and 3 the DDS Services shall be provided to the respective contractual partner of Fujitsu based on the respective, current DDS Service data sheet and the corresponding latest terms and conditions for the respective Fujitsu DDS Services, as available for download on the Fujitsu Extranet Website for DDS Services: [legal table](#) .In addition the individual Statement of Work and Documentation as provided by Fujitsu relating to any agreed supplementary individual DDS Service (if any) shall apply. All those documents shall be summarized by the terminology “DDS Service Terms” The respective information can also be obtained at the respective local Fujitsu Service

organization which is responsible for the country in and/or for which the DDS Service is to be sold in.

- xvi. The partner is not authorized to modify the DDS Service Terms, e.g. to suit End Customer needs, unless to the extent explicitly approved by Fujitsu.
- xvii. Participation in the Fujitsu SystemInspection Service for SAPsolutions Partner Program is offered exclusively to partners, who are Fujitsu Select Partner to enable such partners to provide System Inspection Services for SAP Solutions to their customers under their own brand and in own name and business responsibility, by using the Fujitsu SI4SAP Infrastructure, as further set out in the corresponding Fujitsu Service Data Sheet and in a dedicated, separate agreement between partner and Fujitsu.

V. Non-Reselling Partners / esp. Referral Partner Program

1. General

Upon successful registration, Fujitsu offers to its non-reselling partners, on the Corporate Partner Portal access to the Fujitsu Ecosystem Platform, different portfolio information, news and details about the referral partner program.

2. Referral Partner Program

On the Corporate Partner Portal Fujitsu offers non-reselling Partners, who meet specific criteria, and subject to signing a Fujitsu Referral Partner Agreement, to register as a Fujitsu Referral Partner and thereby become a member of the Fujitsu Referral Partner Program (hereinafter "**FRPP**"). The FRPP is based on dedicated terms and conditions (hereinafter "**FRPP Terms**") in accordance with the respective published specifications. Any further information, the relevant Fujitsu entities, the compensation rates and the FRPP Terms are published on the Corporate Partner Portal.

Please note:

- a. The FRPP is dedicated to Independent Software Vendors, Original Equipment Manufacturers or Consulting Companies in the business segment Data Driven Transformation, who want to be compensated in case a Fujitsu accepted referral resulting in a closure between Fujitsu and a customer on a referred sale.
- b. For Channel Partners Fujitsu has set up a dedicated Fujitsu Select Partner Program, which is conclusive for all types of Channel Partner business relationships. Channel Partners cannot apply for registration under the FRPP in parallel.
- c. Public sector business, as further defined in the FRPP Terms is out of scope of the FRPP.
- d. Only dedicated contacts (registered with Fujitsu) within the company, you are representing shall be authorized to participate in the FRPP of Fujitsu. Thus, please make sure you have such authority before starting activities and submitting an application.