

Issue	23.12.2021
Content	Terms of Use Fujitsu Partner Extranet Portal
Target Group	Fujitsu Partner Extranet users
Contact	AskFujitsuHQ@ts.fujitsu.com



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 ("**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 authorised representative of the company which you are representing and that no further power of authority or third-party verification is necessary to validate your declaration of consent to the following Terms to become binding also for your company.

The Fujitsu Partner Extranet, and the information and services (each referred to as "**Services**" hereinafter) in the sub-portals and tools are provided to you by your local Fujitsu entity, unless otherwise set out in the dedicated terms of use for the dedicated sub-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 AskFujitsuHQ@ts.fujitsu.com in case of questions.

Content:

Part A. Basic Principle

Part B. Ecosystem Partners

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 ("**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 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.

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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 authorised 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 and the local marketing campaign terms shall apply complementary.

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

1. All information, content, data, software, documents, posted contributions and/or any other material (jointly "**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 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 (esp. 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 IP and copyright notices referring to the existing intellectual property rights (such as ©, ®, TM) and you shall respect such notices at all times. No claims may be asserted to Fujitsu by any user or the company he or she represents as regards the consequential publication of documents, commentaries, texts, concepts, ideas, scripts, artwork, reports or other information or Content (the "**Documents**") on the Fujitsu Partner Extranet following the upload of the Documents by such user. You are not entitled to claim any payment or compensation from Fujitsu for Documents transmitted to and/or uploaded in the Fujitsu Partner Extranet, or for any other use of the Documents.

4. By uploading any Documents to the Fujitsu Partner Extranet you represent and warrant that you are entitled to use, disclose and transfer such Documents transmitted/uploaded with regard to the relevant intellectual property rights and confidentiality obligations. In the event of any infringement of any third parties' intellectual property rights or confidentiality obligation in connection with the publication/upload of any Documents or Posted 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

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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 or Documents 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 access 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, 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:

- Any registration requires that you are using your true name and correct data
- 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.
- 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.
- You must not use trivial passwords, such as Password, Test or 1234 but any password has to be at least 7 characters, at least one symbol or numerical digit, at least one uppercase and one lowercase character, no part of the username, no part of the first or last name. The password should not be repeated, so it cannot be any of the 5 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 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 Extranet site

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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

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

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

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

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.

VI. Code of Conduct / Right Behaviour

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

- harm other persons, in particular minors, or infringe their personal rights;
- breach public morality in your manner of use;
- violate any intellectual property right or any other proprietary right;
- upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
- transmit, store or upload hyperlinks or contents to which you are not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations, anti-trust or anti-bribery law or otherwise unlawful;
- distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material. In particular you shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

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VII. Limitation of Liability

1. You acknowledge that Fujitsu expressly excludes any liability for the continuous availability of the Fujitsu Partner Extranet and/or its sub-portals. Fujitsu additionally reserves the right to fully or partially stop operating and/or providing the Fujitsu Partner Extranet and/or its sub-portals or limit the access to it at any time and without further 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 the greatest care and is supplied by Fujitsu to its best knowledge and belief. 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 actuality 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 intentional behavior 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 a 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, Content and Documents 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. This shall not apply where and whenever a limitation of liability is legally prohibited. Thus, Fujitsu shall be liable in particular in cases of negligently or intentionally caused 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 slightly negligent breach of essential contractual obligations shall be limited to the typical and foreseeable damage by reason and amount.
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 should be mandatory at law. As far as the liability can be excluded or limited according to law, but has not yet been excluded or limited elsewhere within these Terms, it is limited to €10.000,- per damaging incident, up to an aggregate maximum sum of €50.000,-.

VIII. Offering Fujitsu Products and Services and Use of Fujitsu Trademarks

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.

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

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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.

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



(collectively "Marks") are owned by Fujitsu Limited (Japan) and the goodwill attached thereto is the sole and exclusive property of Fujitsu Limited (Japan).

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.

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.

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

- You shall use the Marks in accordance with any guideline provided by Fujitsu. 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).
- 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).
- You shall not (i) incorporate the Marks into your company, 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.
- 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.
- You shall not use any marks similar to the Marks.
- You shall not modify the Marks in any way (e.g., but not limited to, with regard to colors, sizes, distortions, deletions, additions, or combinations with other elements).
- 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.
- Upon request from Fujitsu, you must immediately correct or stop any inappropriate use of the Marks as identified by Fujitsu.
- If you do not follow any of these conditions for using the Marks, any permission to use the Marks may be terminated.

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

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IX. Export Control Regulations

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

Exports, re-exports and the providing of services in conjunction with these Terms may not be carried out if there are reasons for suspecting that they may be used in connection with chemical, biological or nuclear weapons or for missile technology to be used for such weapons. You shall comply with the corresponding sanction lists issued by the European Union, the German Federal Government, US export authorities or any other relevant country, e.g. European Sanctions List, Denied Persons List as well as any other valid advisory notices from the appropriate authorities as amended from time to time.

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

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

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

X. Confidentiality

You are obliged to keep all information confidential ("Confidential Information"), 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, Documents, sub-portals, tool and information except where (a) the Confidential Information was already lawfully known, or became lawfully known to you, or (b) the Confidential Information is, or comes into, the public domain other than due to wrongful use or disclosure, or (c) it is shown to have been developed independently by you without reliance on Fujitsu's Confidential Information. You shall use the Confidential Information exclusively in connection with our business relationship and protect it with the same manner you protect the confidentiality of your own proprietary and Confidential Information of like kind, but always at least to the degree of reasonability and prudence. You shall disclose the Confidential Information (i) as may be required by law, and (ii) to those affiliates and affiliates personnel only, which need to have access to such information in connection with our business relationship. If and to the extent the disclosure of Confidential Information is required by law, you shall, to the extent required by a judicial order, disclose

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such information, provided that you shall promptly notify us and shall cooperate with us to contest or minimize the scope of the disclosure (including application for a protective order).

XI. Compliance/ Ethical Standards

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

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

- not use child labor or forced or involuntary labor of any kind and treat all your employees with dignity and respect and not use corporal punishment or threats of violence or other physical or mental abuse;
- comply with the respective national laws and regulations regarding wages, working hours and benefits;
- not discriminate in hiring and employment practices whether based upon race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, disability or political opinion;
- provide your employees with a safe and healthy workplace (and where applicable any housing provided for employees) in compliance with applicable laws and standards and ensure reasonable access to drinkable water and sanitary facilities, adequate lighting and ventilation and fire safety;
- be prepared for any disruptions of your business (e. g. natural disasters, terrorism, software viruses, illness, infectious diseases);
- comply with all applicable anti-corruption laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and the laws and regulations of where you reside or do business in connection with the transaction(s) contemplated by the parties and in connection with any other business transactions involving you and Fujitsu;
- covenant that you have not and shall not, in all activities in connection with the performance of the Fujitsu Partner Extranet and its sub-portals or any other transaction(s) contemplated by you and Fujitsu, directly or indirectly, offer or pay, promise to pay or authorize such offer or payment of any money or anything value to any individual, including a government official, for the purpose of influencing, inducing or rewarding any act or omission of an act to secure an improper advantage or to improperly acquire or preserve or obtain business;
- warrant and represent that you have reported to Fujitsu any Government Official or Politically Exposed Person who (1) acts as your director, officer or (2) acts as your employee who will perform services for Fujitsu or (3) is a controlling shareholder or has a controlling interest in your company. You shall immediately notify Fujitsu in writing if such warranty or representation is no longer true;
- comply with all applicable foreign trade laws and export control regulations as well with the corresponding sanction lists and anti-money-laundering laws and regulations;
- comply with the applicable cartel and competition law and regulations in all activities in connection with the performance of the transaction(s) contemplated by the Parties;
- comply with all applicable environmental laws, regulations and standards as well as implement an effective system to identify and eliminate potential hazards to the environment.

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- review the rules, restrictions and principles herein and agree to take appropriate steps to ensure compliance therewith by all of your directors, officers, and employees who will perform services in connection with transaction(s) contemplated by you and Fujitsu and in connection with any other business transactions involving you and Fujitsu;
- not instruct, cause or permit any third party to violate the conditions set forth in this section on your behalf or on Fujitsu's behalf;

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

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

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

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

XII. Data Privacy

1. General

Any and all use of the Fujitsu Partner Extranet is subject to the Fujitsu Privacy Policy (see here: Privacy Policy : Fujitsu Global), which you were notified of when registering for the Fujitsu Partner Extranet Portal. Fujitsu undertakes to comply with all applicable requirements under any applicable law on data protection or data privacy, including (when applicable) the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time ("GDPR") and any applicable EU Member State and United Kingdom implementation or replacement laws of it (jointly and individually "Data Protection Laws").

We expect that

- 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, 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, and

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- you represent and warrant that you will be responsible for the accuracy, completeness, quality and legality of any Content, Documents and personal data you provide in connection with this Agreement and any of its sub-tools and portals.

2. Purpose

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

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 Partner Locator.

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.

Fujitsu does also collect, store, process and use your personal data for its own promotional purposes, 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.

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 particular we make use of a tool called "Tag Manager" 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.

Fujitsu shall only use, transfer or disclose the transferred personal data in order to:

- 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, as license registration upon third party licensing agreements in the course of reselling third party hard- and software, including third party warranty services, which are directly or indirectly based on this Agreement of
- or to 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

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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.

In particular Fujitsu uses your personal data to:

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

3. Subcontractors

Fujitsu may act by 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.

In particular Fujitsu may engage sub-contractor (i) for evaluating the potential of a new Maintenance Service Partner, (ii) for a later service delivery under the Fujitsu Service Partner Framework Agreement, (iii) to work anonymously for purposes of statistical evaluation and quality assurance, or (iv) where agreed, as sub-processors for the processing of personal data in accordance with Article 28 para. 4 GDPR. Such subcontractors may be located outside of the European Economic Area, for example in Eastern Europe, the United States of America or Asia Pacific (e.g. Japan or India).

Information on subcontractors engaged by Fujitsu is available upon request, if not already included in the publications of Fujitsu. To the extent Fujitsu relies on the services of subcontractors for the processing of personal data, Fujitsu shall remain responsible for the performance of all its obligations under the dedicated services. In any case, when employing subcontractors for deliveries or the performance of services, Fujitsu is obliged to impose the appropriate obligations as per these Terms also on the subcontractors.

Some of the service providers who process personal data on our behalf are located in third countries that do not have the same level of protection for your personal data as in the EU. Some recipients, in particular registered users who process your data, are also located in such third countries. 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

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GDPR that are, in particular, standard contractual clauses issued by the European Commission in accordance with Art 46 paragraph 2 letter c GDPR.

XIII. 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 and/or Documents 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 Content and/or Documents 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 with seat 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.

XIV. What is needed from your side

Concerning your customers

Please make sure that all legally required prerequisites (e.g. by obtaining declarations of consent from your customers) have been established to such an effect that Fujitsu can provide the agreed services free from any legal infringements.

Concerning your employees and subcontractors

Please inform your personnel, who you involve in our cooperation accordingly to these Terms. Where you engage third parties you will remain fully liable for your obligations under these Terms; So please 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).

XV. Special note for Fujitsu Maintenance Service Partner

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 its conditions and requirements to qualify as Fujitsu Maintenance Service Partner. Thus upon your successful registration and subject to your company having signed a specific Service Partner specific NDA, 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.

Once you qualified as Fujitsu Maintenance Service Partner, Fujitsu will further offer you the training portal "Fiola". 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.

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Part B. Ecosystem Partners

I. Scope

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, non-reselling partners: e.g. Independent Software Vendors (ISVs), Internet of Things providers or specialist consultants.

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

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 collaborate, find useful information, experience co-creation and generate new business value, to solve holistic customer demands.

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:

- The **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 functionality, and as such creating a superior level of information compared to other tools, e.g. the Reseller Locator.
- The **Ecosystem Solution Section**: Partners have the possibility to promote their business solutions upon prior approval by Fujitsu. To be eligible, a solution should:
 - Drive consumption of Fujitsu portfolio elements
 - Support other Fujitsu partners and/or customers on their journey to
 - Generate value out of data (analysis, design & provide the data architecture, secure & protect, deliver business value)
 - Build perfect hybrid solutions
 - Optimize an SAP architecture
 - Create best in class workplace solutions

Fujitsu encourages both vertical and horizontal solutions.

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

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- support Fujitsu partners business purposes and/or their customers business purposes.
- The **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:

- 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
- follow several discussion boards
- 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 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. 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 accept 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, Documents, Posted Content and material 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 this Agreement. In particular your

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compliance with the requirements set out in Part A, section XI ("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 and Documents, posted contributions and/or any other material (jointly „**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 XI "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

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limitation personal data, log data, the communication with you and any related Content and/or Documents.

- (3) You understand that Fujitsu may use or disclose such data, Content and/or Documents 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, Content and/or Documents 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, Content and Documents 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, Content and/or Document 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. Notwithstanding 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

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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 “FIOLA”

In the training portal “Fiola” your dedicated local Fujitsu entity offers you training services in cooperation with Fujitsu Technology Solutions GmbH, Mies-van-der-Rohe-Str. 8, 80807 Munich. Any further information and the 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

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

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 WebArchitect
5. Workplace Configurator
6. Media Portal & Resource Center
7. Reseller Locator
8. eCommerce
9. Loyalty Programs
10. Marketing Development Fund (MDF)
11. Mobile Channel App
12. Partner dashboard

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 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 be titled “**Channel Partners**”, when no differentiation is specified. Channel Partners may get access to different tools and apps (“**Connected Systems**”), depending on your membership status according to the rules of SELECT Partner Program and the local rules (some tools may only be available in some countries).

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a. General

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.

On regional level Fujitsu is sharing with you product-, services- 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.

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.

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 comply 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. Please ensure that such customer data can be made available upon Fujitsu request in abidance 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. Environmental Management

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

2. SELECT Connect platform

a. Deal Registration

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

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b. Special Price Requests

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

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

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

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

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

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

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

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

Reseller and distributor represent and warrant that they neither directly nor indirectly use any portion of any discount granted by Fujitsu for purposes inconsistent with the applicable anti-corruption laws as defined in Part A section XI. 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 XI. 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

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20 days following a request by Fujitsu, Fujitsu is entitled to receive from the distributor the difference between the discounted price stated in the Fujitsu offer to the distributor and the price which the reseller would have paid for the goods based on the net Dealer Reference Price List (DRP).

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

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

c. Lead Handover

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

d. Commission based sales

Specific business opportunities (e.g. consumption based sales models like uSCALE) may require Fujitsu to enter into a direct sales contract with a customer, where Channel Partners will be compensated through a commission fee for their support in obtaining sales for Fujitsu.

On the SELECT Connect Platform of Fujitsu you can request to become eligible for such commission-based sales models. Approval by Fujitsu is subject to a successful Due Diligence and your agreement on signing the dedicated terms and conditions (Commission Sales Terms) in accordance with the respective published specifications. Any further information, the compensation rates and the Commission Sales Terms are published separately.

Please note: The commission-based sales model is dedicated to Fujitsu Reselling Partners / Distributors. For Non-Reselling Partners we refer to Part B section V.2 (Fujitsu Referral Partner Program / "FRPP").

3. Small Deal Coaching ("SDC")

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.

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.

Once a SDC request has been deemed acceptable 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 either accept such Fujitsu special discount offer and build a final offer for the reseller.

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 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.

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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.

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.

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.

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.

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 XI. 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 XI. 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, Fujitsu is entitled to receive from the distributor the difference between the discounted price stated in the Fujitsu offer to the distributor and the price which the reseller would have paid for the goods based on the net Dealer Reference Price List (DRP).

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

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. The Fujitsu WebArchitect

The Fujitsu WebArchitect enables the configuration of products and solutions. The primary objective of Fujitsu WebArchitect is to configure the best offers using 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.

Unless explicitly agreed otherwise, all prices published in 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

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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.

Fujitsu has no obligation to provide consulting services to you or any partner of the transaction under these WebArchitect/ Extranet 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.

You may use the offered information from the 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 WebArchitect may be subject to protective rights; any such protective rights (esp. names and trademarks) shall remain property of Fujitsu and/or the respective owner at all times.

The Fujitsu WebArchitect is operated and administered by the legal entities of Fujitsu Europe for product business. Fujitsu makes no representation that Content and Documents on the Fujitsu WebArchitect are 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 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 and/or Documents from countries, where such content is unlawful, is expressly prohibited.

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 expressed, 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.

5. Workplace Configurator

The Workplace Configurator is a modular web-based tool which allows Channel Partners to select several combinations of different hardware components for Fujitsu products, allowing the bundling of client devices, displays and accessories. The Workplace Configurator shows possible configurations of a workplace and offers references for partner discounts on eligible combinations. The shown calculated discount based on the Workplace Configurator is not legally binding for Fujitsu.

The transaction and validation of the discount is handled based on a configuration coming from the WebArchitect and submitted for discount approval through the SPR tool. The configuration from the Workplace Configurator will need to be validated in the WebArchitect to allow placement of an order to Fujitsu via the established ordering process.

The use of Workplace Configurator is based on dedicated terms and conditions, as published in the tool.

6. Media Portal & Resource Center

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

All information made public by Fujitsu in the MPRC will be provided to you – unless stated otherwise – free of charge. You may use and document the offered information for your own professional sales and

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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 contents and information can be subject to protective rights; any such protective rights (esp. names and trademarks) shall remain property of Fujitsu and/or the respective owner at all times. This particularly applies to texts, images, graphics, sound, video or animation files. The replication or use of such pages (or parts thereof) in other electronic or printed publications and their publication (also 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.

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

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

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

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.

8. Fujitsu One E-Commerce Platform

Upon successful registration in the 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.

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.

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9. Loyalty Programs /Competitions

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.

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.

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.

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 a loyalty program.

10. Marketing Development Fund (MDF)

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:

- 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.
- 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.
- 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

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Fujitsu's acceptance of such order, which up to Fujitsu's binding order confirmation will still be within the sole reasonable discretion of Fujitsu.

- 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

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:

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

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 App.

As such these terms shall not change any of the contractual agreements between Fujitsu and you, but instead only amend them with additional terms for the use of the Mobile Channel App.

12. Partner Dashboard

The Partner Dashboard is available only in selected countries and only for Channel Partners with agreed Target Letters. Partners having a valid Target Agreement with Fujitsu for the ongoing fiscal year are offered a Partner Dashboard, which provides an ongoing status overview of the Partner's sales volumes, certifications and bonus achievements at a glance.

Access to the Partner dashboard can be restricted by Fujitsu local legal entities, in order to ensure that only entitled contacts (registered with Fujitsu) within a company get access to the data, based on the respective company policy setup at the Channel Partner.

The information on sales and bonus achievements provided in the partner dashboard 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 shown in the dashboard 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.

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

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2. Referral Partner Program

On the Corporate Partner Portal Fujitsu Technology Solutions GmbH, Germany 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 ("FRPP"). The FRPP is based on dedicated terms and conditions (FRPP Terms) in accordance with the respective published specifications. Any further information, the compensation rates and the FRPP Terms of the FRPP are published on the Corporate Partner Portal (<https://extranet.ts.fujitsu.com/com/non-res/Pages/default.aspx>).

Please note:

- The Fujitsu Referral Partner Program ("FRPP") is dedicated to Independent Software Vendors ("ISV"), Original Equipment Manufacturers ("OEM") or Consulting Companies ("Consultant") in the business segment Data Driven Transformation, who want to be compensated in case a Fujitsu accepted referral resulting in a successful closure between Fujitsu and a customer on a referred sale.
- For Distributors and Reselling Partners (Channel Partners), Fujitsu has set up a dedicated Fujitsu Select Partner Program, which is conclusive for all types of Channel Partner business relationships. Distributors and Reselling Partners cannot apply for registration under the FRPP in parallel.
- Public sector business, as further defined in the FRPP Terms is out of scope of the FRPP.
- Your submission of an application for participation in the FRPP and Fujitsu's approval, as defined in the FRPP constitutes a legal agreement between the legal entity, represented by you and Fujitsu Technology Solutions GmbH, Germany. The dedicated FRPP Terms shall have precedence over any further written contractual agreement with Fujitsu on the same subject matter, in the event and to the extent of any conflict between such written contractual agreement and the FRPP Terms.
- 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.

Terms of Use Fujitsu Partner Extranet, Ver. 2.0

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