

Terms of Use: Partner Extranet Portal:

Welcome to the Partner Extranet Portal, 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 Partner Extranet Portal, is subject to these Terms of Use (hereinafter "**Terms**").

What we expect you to read and comply with:

The following terms apply to your access to, to your use of or, where applicable, to your purchase of certain products or services on the Partner Extranet Portal and its sub-portals (altogether "Partner Extranet Portal,").

The Partner Extranet Portal is a pure business-to-business (B2B) portal for business matters in the territory of Europe, Middle East and/or Africa ("EMEA") and is not intended for consumer use. Therefore, we may require you to adequately prove your status as entrepreneur or business user before conclusion of a contract, for example, by providing your VAT ID number or other suitable proof. The data required for verification must be provided by you in a complete and truthful manner.

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

While the Partner Extranet Portal is technically provided by Fujitsu Germany GmbH the information and services (each hereinafter referred to as "**Services**") in the Partner Extranet Portal, its sub-portals and tools are provided to you in EMEA by your local legal Fujitsu entity and/or Fsas Technologies entity (unless indicated otherwise, hereinafter referred to as "Fujitsu" in either case), as further specified in the dedicated terms for the respective Services.

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

I. General

1. You may use our Services according to these Terms, including all applicable sub-portal terms, and in compliance with all applicable laws, provided you have successfully registered yourself and the company you are representing in and for this Partner Extranet Portal and your sub-portals. These Terms form a binding agreement between you, your company and Fujitsu (each as defined above) as of the date of your acceptance of these Terms. By using our Services, you agree to these Terms on behalf of yourself and the company you are representing. Any use or access to the Partner Extranet Portal and/or the Services by anyone who is not of legal age to accept these Terms is prohibited, and certain sub-portals may have additional requirements and/or restrictions.

2. 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.

3. 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 Partner Extranet Portal. Any use of the Partner Extranet Portal (including its sub-portals) and our Services is at your own risk.
4. You can get access to sub-portals and tools, which you selected, upon successful registration, according to these Terms, and, where applicable, according to additional sub-portal terms. In case of a conflict local sub-portal terms shall have priority over these Terms, however only in respect of any such local relationship and only in the event of a dispute or contradiction.

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

1. All information, content, data, software, documents, commentaries, texts, pictures, audio or video content, concepts, ideas, artwork, reports and/or any other material, (jointly hereinafter "**Content**") published 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. Please note: Fujitsu cannot warrant the continuous or uninterrupted access to the Content or the operation, functionality, or availability of the Partner Extranet Portal and its sub-portals.
2. Neither the acceptance of these Terms 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 Partner Extranet Portal. Any use of the Content, especially any type of replication, alteration, or integration in any type of publication or advertisement of any type is only permitted with prior written consent of Fujitsu or the specific third-party owner of the Content. Fujitsu specifically draws attention to the fact that Content can be subject to intellectual property rights; any such intellectual property rights (including without limitation copyrights, names, trademarks and trade secrets) shall remain property of Fujitsu Ltd, Japan or Fsas Technologies Inc., Japan or of the respective third-party owners at all times.
3. You must not remove or alter any alphanumerical references and/or intellectual property and copyright notices referring to the existing intellectual property rights (such as ©, ®, ™) and you shall respect such notices at all times.
4. With regard to any Content, you offer to Fujitsu for publication on the Partner Extranet Portal, you represent and warrant that you are entitled with regard to the relevant intellectual property rights and confidentiality obligations to disclose and transfer such Content to Fujitsu for Fujitsu's use on the Partner Extranet Portal. In the event of any infringement of any third parties' intellectual property rights or confidentiality obligation in connection with the publication of any Content you shall indemnify Fujitsu against any and all third-party claims and shall reimburse any damage, costs and expenses incurred by such an infringement to Fujitsu, in particular the costs of legal defense.

III. Software Download

If software is offered for download by Fujitsu on the Partner Extranet Portal, any and all use of such software shall be subject to the relevant license conditions of the legitimate supplier or manufacturer. These terms will be transferred together with the software and/or are obtainable from the manufacturer/legitimate supplier of the software. In general, a user will not be able to install such software, before or without accepting the relevant licensing terms and conditions provided. Any use of the software beyond the licensing scope as specified in the terms and

conditions provided for the software 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 Partner Extranet Portal, our Services and the Content free from viruses and other malware, Fujitsu cannot provide any warranty or guarantee that it is virus-free. The user shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any Content from the Partner Extranet Portal. . To the extent permitted by law Fujitsu excludes its liability for damages, which result directly or indirectly from using downloaded data files.

V. Registration / Password Protected Access / Security

1. In the interest of reliability, safety and security many sections in the Partner Extranet Portal 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 of the Partner Extranet Portal, even if such sub-portals may have been freely accessible before a given date.

2. You agree that you will create, access, and/or use only one user account, and you will not share with anyone else access to or accessed information for your account. Each user will be provided with his/her personal login data ("**Credentials**"). The user will only be able to access the information specifically provided for him, unless a sub-portal is explicitly meant for a wider use. Other data and files, in particular data and files of other users are not accessible provided that the respective Credentials have not been disclosed to third parties.

3. Please note:

- a) Mandatory multi-factor authentication ("**MFA**") requires an authenticator app on your mobile phone.
- b) The implementation of multi-factor authentication by Fujitsu enhances security by requiring additional authentication factors, minimizing password theft, phishing attacks, and weak passwords, protecting corporate resources, complying with security standards, and ensuring the safeguarding of sensitive data. More information can be found in the MFA Support Documentation: <https://docs.ts.fujitsu.com/dl.aspx?id=799904f3-44c3-4500-8774-945dd3e994d0>
- c) Account lifecycle management requires a password change every 90 days.
- d) Any registration requires that you are using your true name, personalized email address and correct data. You are not allowed to use any impersonalized and/or group e-mail address (e.g. info@.., sales@.., vertrieb@..., einkauf@... etc.) for your new registration. The registering user must be clearly identifiable by his e-mail address. Public email services such as Gmail, Hotmail, T-Online, GMX, WEB.DE etc., cannot be used for Partner Extranet Portal registration either. The use of other people's e-mail addresses is strictly prohibited.

- e) Should your registration data change, you are obliged to update such data without undue delay. In particular you shall ensure that your contact data, supplied to Fujitsu is kept up to date at all times so that you can be contacted by Fujitsu at any time.
- f) Your user ID will automatically be locked, if an incorrect password has been entered three consecutive times. Fujitsu will then notify you about the process for clarification/unlocking as appropriate via your contact data.
- g) Trivial passwords, such as "Password", "Test" or "1234" are not accepted but any password must be at least 12 characters, contain at least one symbol or numerical digit, at least one uppercase and one lowercase character. Passwords should not contain part of the username, part of the first or last name. A repeated use of the same password is not accepted, i.e. it cannot be any of the 24 passwords used previously.

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

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

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

- a) at any time and without indicating any specific reasons, to cancel or limit your access to the password-protected area;
- b) to check the security of the passwords; and
- c) to check the data exchanged between you and your customers and partners 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 areas by blocking your Credential, in particular in cases of

- a) using false data for the purpose of registration;
- b) violating these Terms or neglecting general duties of care regarding Credentials or your user data; or
- c) violating applicable laws, in particular antitrust and copyright laws;

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

VI. Code of Conduct / Right Behavior

While accessing and / or using the Partner Extranet Portal, and its sub-portals, the following is not permitted:

a) No illegal, Harmful, or Offensive Use or Content

You will not use, or encourage, promote, facilitate, or instruct others to use the Fujitsu Partner Extranet Portal for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available Content that is illegal, harmful, fraudulent, infringing or offensive. Your use of the Partner Extranet Portal and, where offered, your Content uploaded and stored within the Partner Extranet Portal will not:

- violate any laws or regulations, or rights of others such as any criminal acts, including corruption or bribery, money laundering or terrorism financing or violate any antitrust laws, including by agreements or concerted practices preventing, restricting or distorting competition (e.g. price fixing, market or customer allocation, limitation of technical development, portfolio alignment) or by sharing of competitively sensitive information.
- be harmful to others, or to the Fujitsu reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi or pyramid schemes, phishing, farming, or other deceptive practices.
- enter, store or send hyperlinks, or enable access to external websites or data feeds, including embedded widgets or other means of access, in or as part of your Content, for which you have no authorization, or which are illegal.
- be defamatory, obscene, abusive, invasive of privacy otherwise objectionable.
- violate these Terms and related Fujitsu policies or guidelines made available to you.

b) No Violation of Use Restrictions

You will not:

- sell, transfer, license, sublicense, loan, lease or publish Partner Extranet Portal functionalities, or use Partner Extranet Portal functionalities in the operation of a business process outsourcing or other outsourcing or a time-sharing service (unless expressly permitted by Fujitsu);
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of the Partner Extranet Portal functionalities or the underlying technology (except to the extent this restriction conflicts with the applicable law of your jurisdiction).

c) No Abusive Use

You will not:

- use the Partner Extranet Portal functionalities in a way intended to avoid or work around any use limitations and restrictions placed on such Partner Extranet Portal functionalities (such as access and storage restrictions), monitoring, or to avoid incurring fees;

- access or use the Partner Extranet Portal functionalities for the purpose of conducting a performance test, building a competitive product or service or copying its features or user interface;
- interfere with the proper functioning or security of any of the Fujitsu systems;
- distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, including commercial advertising and informational announcements; and
- alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

d) No Security Violations

You will not use the Partner Extranet Portal functionalities in a way that could result in or facilitate a threat to the security of the Fujitsu Partner Extranet Portal or the underlying technology. You will in particular:

- take reasonable precautions against security attacks, viruses and malicious code on your system, on-site hardware, software or services that you use to connect to and/or access the Partner Extranet Portal.
- not perform any penetration test of or on the Partner Extranet Portal or the underlying technology without obtaining Fujitsu's express prior written consent; and
- not use devices to access or use the Partner Extranet Portal that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

VII. Limitation of Liability

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

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

3. All Content supplied by Fujitsu via the Partner Extranet Portal has been gathered and checked by Fujitsu with care. Fujitsu endeavors to ensure that the supplied Content is correct but, whilst every effort is made to ensure the accuracy of such information, Fujitsu accepts no liability for any loss (however caused) sustained as a result of any error or omission in the same. As far as the supplied Content originates from third parties, it has been adopted without any alteration. Every user is responsible to check whether the information provided is correct, complete, and/or up to date. Fujitsu's liability for any damages due to incorrectness, incompleteness, or missing timeliness of any Content supplied as well as any liability for damages resulting out of any possible misinterpretation of the supplied Content by the user, shall be limited to gross negligence or willful misconduct of Fujitsu. Furthermore, Fujitsu shall not be liable for any damages, which result from any misconduct of the user with the Content supplied. Due to product or service changes or due to any other reason, requested information on the Partner Extranet Portal in respect of product or service specifications or descriptions of the technical possibilities may not be available.

The required performance of products or services shall therefore be mutually agreed at the time of purchase in the respective purchase order documents.

4. The Partner Extranet Portal 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 the completeness of any third-party information or Content provided on the Partner Extranet Portal 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 Services or Content especially in relation to the correctness or absence of defects or the absence of third-party claims or rights or in relation to completeness and/or fitness for purpose are excluded to the extent permitted by law. This shall not apply where and whenever a limitation of liability is legally prohibited, as liability for personal injury (injury of life, body or health), strict liability, in particular product liability, gross negligence, willful conduct and fraudulent misrepresentation. Any liability of Fujitsu arising from a slight negligent breach of essential contractual obligations shall be limited to the typical and foreseeable damage. In all other cases the liability for any damages or additional costs and efforts regardless of the type of claim and its legal nature shall be limited as specified in section VII.6 below.

6. Fujitsu shall not be liable for any consequential damages, especially lost profits, cancellation of operations, interruption of operations, or loss of data unless such liability cannot be excluded by law. For all the liability that can be excluded or limited according to law, but has not yet been excluded or limited elsewhere within these Terms, it is limited to €10.000,- (ten thousand Euro) per damaging incident, up to an aggregate maximum sum of €50.000,- (fifty thousand Euro).

VIII. Trademarks

1. You acknowledge, that any designations used in the Partner Extranet Portal or its sub-portals and/or the Content may be trademarks and/or copyrights of the respective owner and using them for your own purposes without sufficient authorization may infringe the trademark rights of such owner.

In particular, you acknowledge that:

- a. all trademark rights and other rights in the name "Fujitsu" and the following symbol mark (hereinafter "**Fujitsu Marks**")



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

- b. all trademark rights and other rights in the name "Fsas Technologies" and the following symbol mark (hereinafter "**Fsas Technologies Marks**")



are owned by Fsas Technologies Inc., Japan, and the goodwill attached thereto is the sole and exclusive property of Fsas Technologies Inc., Japan.

2. You acknowledge that accepting these Terms and/or having access to the Partner Extranet Portal does not authorize you - neither express nor by implication - to use any trademarks, whether owned by Fujitsu, Fsas Technologies, their respective affiliated companies or any other third party, including without limitation the Fujitsu Marks and the Fsas Technology Marks, unless and only limited to the extent expressly permitted under these Terms.

IX. Export Control Regulations

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

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

3. You shall not, directly or indirectly, sell, export or re-export any goods and/or products supplied under or in connection with these Terms (i) to the Russian Federation, Iran, Belarus, North Korea or Syria or any other country subject to applicable sanctions imposed by the Federal Republic of Germany and/or the European Union (EU); or (ii) for use in these countries.

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

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

6. Please note, that by answering the export control related questions in the Partner Extranet Portal, you - also on behalf of your company - represent and warrant that the export control information you provide in the Partner Extranet Portal 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 company will be held liable. Please note that in case you should gain knowledge of facts after your first response to the questions of the Partner Extranet Portal, 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 you and/or your company from the Partner Extranet Portal and its sub-portals.

X. Confidentiality

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

- a) the Confidential Information was already lawfully known, or became lawfully known to you, or
- b) the Confidential Information is, or comes into, the public domain other than due to wrongful use or disclosure, or
- c) it is shown to have been developed independently by you without reliance on Fujitsu's Confidential Information.

2. You shall use the Confidential Information exclusively in connection with our business relationship and protect it in the same manner you protect the confidentiality of your own proprietary and confidential information of like kind, but always at least to the degree of reasonability and prudence. You are authorized to disclose the Confidential Information

- a) to those affiliates and affiliates personnel only, which need to have access to the Confidential Information in connection with our business relationship; and
- b) as required by law.

However, if and to the extent the disclosure of Confidential Information is required by law, you shall, to the extent required by a judicial order, disclose such information, provided that you shall promptly notify Fujitsu and shall cooperate with Fujitsu to contest or minimize the scope of the disclosure (including application for a protective order).

XI. Compliance/ Ethical Standards

You agree

- a) to comply with the applicable laws and regulations and conduct business in accordance with Fujitsu's Global Business Standards as set out under the following link: [Ethical Standards](#). ("Ethical Standards");
- b) to notify / inform Fujitsu in accordance with the requirements of the Ethical Standards;
- c) to fully cooperate with Fujitsu in any audit in accordance with the requirements of the Ethical Standards; and
- d) that violations of the Ethical Standards are considered as fundamental breach of these Terms.

XII. Data Privacy

1. General

Any and all use of the Partner Extranet Portal is subject to the Fujitsu Privacy Policy, which you were notified of when registering for the Partner Extranet Portal. Fujitsu shall comply with applicable laws on data protection or data privacy, including (when applicable) the General Data Protection Regulation (EU) 2016/679, including any applicable amendment, re-enactment or replacement of it from time to time (hereinafter "**GDPR**") and any applicable EU Member State

and United Kingdom implementation or replacement laws of it (jointly and individually hereinafter "**Data Protection Laws**").

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

2. Purpose

- a) The personal data that we are storing in our systems are the data that you provide during or after your registration, i.e. name, surname, email address, position, company, phone, address and during certification and trainings or program related activities, i.e. certified employees (name, surname) in your company.
- b) Fujitsu uses your personal data only to the extent necessary for the dedicated purposes. Our collection and processing activities for which Fujitsu uses your personal data in the context of the Partner Extranet Portal is based on the following purposes and the corresponding legal bases.
 - i) Management of our business relationship and communication with you as a partner, customer, interested party or supplier: Justification based on a contract or pre-contractual measures or based on your initiative or wish (Art. 6 para. 1 sentence 1 letter b GDPR)
 - ii) Support and management of your visits to our Partner Extranet Portal sites: Justification based on a contract or pre-contractual measures or based on your initiative or wish (Art. 6 para. 1 sentence 1 letter b GDPR).
 - iii) Improving the security and functioning of our website, networks, and information - if necessary, if suspected, by tracking your use of our systems: Justification based on our legitimate interest in ensuring the security of our networks and information and avoiding infringements (Art. 6 para. 1 sentence 1 letter f GDPR).
 - iv) Data analysis (i.e. analysis of business transactions and data) to describe, predict and improve economic performance within Fujitsu and/or to provide a better experience for the user; for more details on how to perform analytics on our website, please refer to the Fujitsu Cookie Policy (see: [Cookie Policy : Fujitsu Global](#)): Justified based on our legitimate interest in ensuring the proper conduct of our business activities (Art. 6 para. 1 sentence 1 letter f GDPR).
- c) To the extent our legitimate interests constitute the legal basis for the processing of your personal data for a specific purpose according to the list above, we have carried out a corresponding balancing of interests in accordance with Article 6 (1) sentence 1 (f)

GDPR. If you would like to receive further information on this balancing approach, please contact Fujitsu's Europe Data Protection Office at europa_dpoffice@fujitsu.com

- d) We may also collect demographic information, such as your business or company information, age, gender, interests, and preferences. Forms that you choose to complete will indicate which information requested is mandatory or voluntary.
- e) 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.
- f) Fujitsu does also collect, store, process and use your personal data for its own promotional purposes, where you have provided your respective consent in the registration process, either itself or through commissioned third parties or partners (in particular group companies of the Fujitsu Group, their partners, distribution partners or others for these purposes contractually commissioned third parties). Your personal data may then be passed on to these third parties. Fujitsu will store your personal data only for the above-mentioned purposes and delete them after the end of the intended purpose, in case they are not used or when they become obsolete. There will be no disclosure to third parties not contractually bound or third parties not involved in the provision of Services. Should it be necessary, Fujitsu will ask for your permission in advance. For the avoidance of doubt: You do always have the right to withdraw your consent at any time without affecting the lawfulness of the processing carried out based on the consent until the revocation.
- g) As further set out in the Fujitsu Privacy Policy also the Partner Extranet Portal automatically collects some information about you and your access, 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 access. 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 (see: [Cookie Policy : Fujitsu Global](#)). As described further in the Cookie Policy, you can change the way in which we use cookies by changing your cookie preferences. In case you want to revoke a given cookie consent, please do ensure to delete relevant cookies also from your device. In particular we make use of Google tools called "Tag Manager", "Google Maps" and of "Google Analytics", which we use to track your interests in the Partner Extranet Portal in certain products, events or Services across our multiple websites and to track how you navigate between our websites.
- h) Fujitsu shall only use, transfer or disclose the transferred personal data in order to:
 1. fulfil the obligations in these Terms and of individual agreements with you and your customers, such as warranty services or PRS Services or for license registration upon third party licensing agreements in the course of reselling third party hardware and software, including third party repair services, which are directly or indirectly based on these Terms; or
 2. enable doing business with us in accordance with the Fujitsu Privacy Policy including
 - (a) to send you information and notices regarding any program, surveys and evaluations for or related to any program, or your account(s) with Fujitsu, including by phone, email, text, private messaging functionality, or other means, to the maximum extent permitted under applicable laws; (b) for marketing purposes, including marketing to any corporation, partnership or other entity with which you are associated (the "Organization"), such as reaching out to your Organization about

Fujitsu products and services and potentially letting your Organization know about your participation in a program, consistent with applicable laws; (c) for internal business purposes, such as to improve Fujitsu products and services by better understanding how Fujitsu partners and users interact with the programs; or (d) to create aggregated, non-personal data that does not identify you or any other individual, which Fujitsu may use or disclose for any purpose, e.g. anonymously for evaluations and quality assurance measures.

- i) In particular Fujitsu uses your personal data to:
 1. deliver the Services and support or carry out the transactions you have requested;
 2. provide you with access to protected areas of our Partner Extranet Portal;
 3. assist you in completing a transaction or order or asking to support you via chat bot;
 4. enable the training certification and program participation with us;
 5. send communications to you, such as product safety information, your transaction status including order confirmations, information about particular Fujitsu programs in which you have chosen to participate, information about products and Services available from Fujitsu as part of the Fujitsu/Fsas Technologies Partner Program, in which you have chosen to register and Fujitsu/Fsas Technologies Partner Program surveys;
 6. customize, analyze and improve our products, Services, technologies, communications and relationship with you;
 7. process and respond to any complaint made by you;
 8. comply with statutory reporting obligations; or
 9. otherwise, as disclosed to you at the point of collection.

3. Subcontractors, service provider and 3rd party supplier

- a. Fujitsu may act by itself or through commissioned third parties, sub-contractors, service providers, 3rd party suppliers and, in particular group companies of the Fujitsu Group, their partners, distribution partners or other for these purposes contractually commissioned third parties (altogether "Recipient"). Your personal data may then be passed on to these Recipients.
- b. In particular Fujitsu may engage Recipients to work anonymously for purposes of statistical evaluation and quality assurance, all in accordance with Article 28 para. 4 GDPR.
- c. Such Recipients may be located outside of the European Economic Area, for example in Eastern Europe, the United States of America, Asia Pacific (e.g. Japan or India) or United Kingdom. Such locations may not have the same level of protection for your personal data as in the EU. The transfer of personal data to such third countries outside the EU only takes place if the European Commission has adopted a so-called adequacy decision (Art. 45 Para. 3 GDPR) or Fujitsu provides guarantees in accordance with Art. 46 GDPR that are, in particular, standard contractual clauses issued by the European Commission in accordance with Art 46 paragraph 2 letter c GDPR.
- d. Information on Recipients engaged by Fujitsu is available upon request, if not already included in the publications of Fujitsu. To the extent Fujitsu relies on the services of Recipients for the processing of personal data, Fujitsu, and where applicable the Recipients shall remain responsible for the performance of all its obligations under the dedicated services. In any case, when employing Recipients for deliveries or the

performance of Services, Fujitsu is obliged to impose the appropriate obligations as per these Terms also on the Recipients.

XIV. Jurisdiction / Applicable Law

The Partner Extranet Portal is operated and administered only in and for Europe, Middle East, and Africa (EMEA). Fujitsu makes no representation that Services and/or Content on the Partner Extranet Portal are appropriate or available for using, viewing or downloading at locations in other countries world-wide. If users access the Partner Extranet Portal from other countries, they are themselves exclusively responsible for compliance with all local laws. Access to the Partner Extranet Portal's Services and/or Content from countries, where such content is unlawful is expressly prohibited. These Terms shall be governed by the local laws applicable at the seat of the local Fujitsu entity or the local branch office (as applicable), which is responsible for sales activities in your country. In case there is neither a local Fujitsu entity nor a local branch office in your country, German law shall apply. The applicability of the provisions of the UN Convention on the International Sale of Goods dated April 11th, 1980 (CISG) shall be explicitly excluded.

What is needed from your side

1. Concerning your customers

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

2. Concerning your employees and subcontractors

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

Terms of Use Partner Extranet Portal, Ver. 1.0

May 2025