

Terms of Use for the Fujitsu One E-Commerce Platform:

Welcome to the Fujitsu One E-Commerce Platform

Welcome to the Fujitsu One E-Commerce Platform, which upon successful registration will give you access to electronic web-based ordering, order tracking and reporting functions.

Any and all access to and use of the Fujitsu One E-Commerce Platform, is subject to these Terms of Use (hereinafter "**Terms**").

By the term "you", "partner", "customer" 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 and any orders placed under your Fujitsu One E-Commerce Platform ID to become binding also for your company.

Upon logging-in and using the Fujitsu One E-Commerce Platform, you are accepting these Terms always in their current version. Please check these Terms regularly as they may be subject to change from time to time.

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

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A. General

1. Eligibility

To be eligible for the access and use of the Fujitsu One E-Commerce Platform it is necessary for your company to have a partner or customer status with Fujitsu and to register for the Fujitsu One E-Commerce Platform upon invitation of Fujitsu. Once you are successfully registered, please do only use the Fujitsu One E-Commerce Platform for ordering Fujitsu products to ensure optimized processing.

2. Your Fujitsu legal entity

The Fujitsu One E-Commerce Platform, and the information and services (each referred to as “**Services**” hereinafter) are provided to you by your local Fujitsu entity registered in the territory where your company is having its registered business seat, unless explicitly set out otherwise. In cases where there is no local Fujitsu entity, Fujitsu Technology Solutions GmbH, Germany shall be your dedicated Fujitsu contact, if and when your company is registered in Europe, Middle East and/or Africa.

3. Contractual basis

a. Services and Content

All information, content, data, software, documents, and/or any other material (jointly hereinafter “**Content**”) made public by Fujitsu will be provided to you – unless stated otherwise – free of charge. You may use the Content for your needs in business context.

Neither using the One E-Commerce Platform nor accessing the Content will give you ownership in any intellectual property rights incorporated in our Services or in the Content you access on the Fujitsu One E-Commerce Platform. 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 (including without limitation copyrights, names and trademarks) shall remain property of Fujitsu or of the respective third-party owners at all times. You must not remove or alter any alphanumerical references and/or intellectual property and copyright notices referring to the existing intellectual property rights (including without limitation ©, ®, TM) and you shall respect such notices at all times.

b. Purchase Transactions

Neither the use of nor the procurement via the Fujitsu One E-Commerce Platform, nor these Terms will change any of the contractual agreements between Fujitsu and you, but instead only offer you additional opportunities and features, based on additional terms. Thus, should you already have written contractual agreements with Fujitsu in respect of product purchase transactions, 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.

In addition to these Terms for each purchase transactions via the Fujitsu One E-Commerce Platform and to the extent such purchase transactions are not fully covered by existing contractual agreements, also the local sales terms of the Fujitsu legal entity from which you procure, will apply, either in the version of Fujitsu General Terms for Supplies and Services as published on the local Fujitsu One E-Commerce Platform site or as contractually agreed under the respective partner or customer frame contract (jointly hereinafter “**Local Sales Terms**”), as the case may be. 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.

For the avoidance of doubt: A specific Fujitsu partner or customer frame sales contract which is referenced in the Fujitsu One E-Commerce Platform may not necessarily be applicable to the specific Fujitsu legal entity you are contracting with. Therefore, when in doubt, please confirm with the corresponding Fujitsu legal entity. In case the partner or customer frame contract should turn out to not be applicable, the Fujitsu General Terms and Conditions for the Sale of Products and Services as applicable at such Fujitsu legal entity you are procuring from will apply.

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 (hereinafter “**Software Licence Terms**”) in addition to the Local Sales Terms. The Software License Terms will be transferred together with the software and/or are obtainable from the legitimate supplier or manufacturer of the software. In

general, a user will not be able to install such software, before or without accepting the relevant licence terms and conditions provided. 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. In the event and to the extent of any conflict between the Local Sales Terms and the Software License Terms the Software License Terms shall have precedence. Mandatory user rights shall remain unaffected within the scope of law as applicable in the respective territory. To the extent permitted by law Fujitsu excludes its liability for damages, which result directly or indirectly from using downloaded data files.

Please note that we understand you as legal representative of the business entity you are representing. Thus, any purchase transaction will be between Fujitsu or a Fujitsu partner (as the case may be) and the legal entity you are acting for. Private or consumer end customer business via the Fujitsu One E-Commerce Platform shall be excluded.

4. Password Protected Access/Security

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. 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.

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 8 characters, at least one symbol, a numerical digit, one uppercase and one lowercase character.

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 One E-Commerce Platform effected under the user's personal log in data except where user has initiated the blocking of the account to prevent potential misuse.

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 at ecommerce.support@fujitsu.com. Fujitsu will then take measures to block your personal login data until the risk of misuse is mitigated or delimited.

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,
- to check the security of the passwords, and
- to check the data exchanged between you and your customers and partners on the Fujitsu One E-Commerce 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, or
- violating applicable laws, including but without limitation antitrust laws or intellectual property laws.

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.

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's or a 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.

5. Important Notice on Computer Viruses

Although Fujitsu makes every endeavor to keep the Fujitsu One E-Commerce Platform, our Services and the Content free from viruses and other malware, Fujitsu cannot provide any warranty or guarantee that it is virus-free. You shall, for your own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner when downloading any Content from the Fujitsu One E-Commerce Platform.

6. Applicable Law

These Terms and their execution shall be construed and governed in accordance with the law of the local Fujitsu entity, which is your contractual partner for the specific purchase transaction in the Fujitsu One E-Commerce Platform. In cases where there is no local Fujitsu entity Fujitsu Technology Solutions GmbH, Germany shall be your dedicated Fujitsu contractual partner and contact, if and when your company is registered in Europe, Middle East and/or Africa. In such case German law shall apply. The application of the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

B. Scope of the Fujitsu One E-Commerce Platform Services

1. General

The Fujitsu One E-Commerce Platform is a Fujitsu owned web-based internet ordering, order tracking and reporting tool designed for business-to-business use by Fujitsu business partners and/or customers.

- Upon successful registration partners of Fujitsu will be entitled to use the Fujitsu One E-Commerce Platform to
- access the secured area which contains products offered for sale and partner-specific prices,
- place an order with Fujitsu,
- track an order,
- obtain the information about previous orders (reports),
- view order-related documents such as order confirmations, delivery notes and invoices,

- search for received orders from dedicated customers,
- update status of received orders from dedicated customers,
- upload order confirmations / delivery notes / invoices.

Customers will be entitled to use the Fujitsu One E-Commerce Platform to

- access the secured area which contains products offered for sale and customer-specific prices,
- place an order with Fujitsu or with Fujitsu partners registered for customer orders,
- track an order,
- obtain the information about previous orders (reports),
- view order-related documents such as order confirmations, delivery notes and invoices.

2. Availability of Services

You acknowledge that Fujitsu disclaims any obligation and expressly excludes any liability to the extent permitted by law with regard to ensuring for the continuous availability of the Fujitsu One E-Commerce Platform. Fujitsu additionally reserves the right to fully or partially stop operating and/or providing the Fujitsu One E-Commerce or limit an access to it at any time.

C. How to use the Fujitsu One E-Commerce Platform

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

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

You may use the Content offered to you in the Fujitsu One E-Commerce Platform only for the purposes for which the information and documents were provided. Any other use of the information and/or documentations, especially any type of replication, alteration, or integration in any publishing or advertisement of any kind is only permitted with prior, express and written consent of Fujitsu or the owner of the information.

Documents are uploaded by you within your own discretion and in your own interest and risk as a user of the Fujitsu One E-Commerce Platform. You are not entitled to claim any payment or compensation from Fujitsu for documents transmitted to and/or uploaded in the Fujitsu One E-Commerce Platform, or for any other use of the documents for the purposes of the Fujitsu One E-Commerce Platform.

By uploading documents you represent and warrant that you are entitled to use, transfer and disclose those documents as transmitted/uploaded by you 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 any confidentiality obligations in connection with the publication/upload of any documents you shall indemnify and hold Fujitsu harmless 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.

We expect that you cooperate with Fujitsu when such cooperation is required, e.g. in order to comply with statutory tax or legal requirements.

D. Fujitsu as Platform Provider

The Fujitsu One E-Commerce Platform shall not only support purchase transactions with Fujitsu as vendor, but also supports and enables third-party sales transactions of Fujitsu partners as vendors. In this case Fujitsu will merely provide the electronic platform for the conclusion of sales agreements between you and another partner. The price indications shown in the Fujitsu One E-Commerce Platform are deemed recommended retail prices only. Each partner and customer is free to accept or decline offers to buy products at the indicated price or other prices the respective parties to the contract should deem fit. To the extent you order from a Fujitsu partner, Fujitsu's role is limited to that of a hosting provider as regards the platform and will neither act as nor accept any obligations to act as a broker, commission agent, representative or independent reseller. You and your contractual partner will be the sole contracting entities for such transaction.

As the Fujitsu One E-Commerce Platform is not a market place, there is no room for any revolving contract negotiation between the vendor and the purchaser. As a result the ordering party must acknowledge and accept that the purchase shall be based on the standard sales terms of the Fujitsu partner as vendor, which are available on request, unless there is a dedicated frame contract agreement between Fujitsu and the ordering party, based on which Fujitsu partner act as fulfillment partner, which shall only apply in exceptional cases.

The Fujitsu partner as vendor can only accept or reject the prices, as suggested by the ordering party, based on the pricing recommendation of Fujitsu. In case of a price rejection the Fujitsu partner does also reject the order. In case the Fujitsu partner accepts the order of the contracting party, the Fujitsu One E-Commerce Platform allows a respective order with Fujitsu based on specific Fujitsu partner terms.

Note that in the context of such transactions, Fujitsu has no obligation to provide any consulting services to you or the partner of the transaction, unless explicitly agreed otherwise. Fujitsu assumes no obligations and is therefore not liable for the quality of the products offered by partners, or the fulfillment of any contractual agreement, which Fujitsu is not party to. Fujitsu does not accept any warranty for the information provided by the partner, in particular with regard to the products, documentation or information uploaded in the Fujitsu One E-Commerce Platform.

E. Fujitsu as Vendor

As far as you order products from Fujitsu, and unless agreed otherwise by individual contractual agreement the Local Sales Terms of Fujitsu shall apply and in case there is no local Fujitsu entity with seat in the country, your company has its business seat, the Local Sales Terms of Fujitsu Technology Solutions GmbH, Germany, shall apply.

F. You as Vendor

You shall use the "Partner Dashboard" of the Fujitsu One E-Commerce Platform for

- searching for received orders from customers upon receipt of the order number,
- updating the status of received orders by providing the information requested by the respective web form in the Fujitsu One E-Commerce Platform,
- uploading order confirmations, delivery notes and invoices.

You undertake to provide the information in a timely manner in order to enable your customer to track his order and update the status of order processing.

You are fully responsible for the content or information provided by you via the Fujitsu One E-Commerce Platform and you will indemnify Fujitsu for any and all claims, damages and costs with regard hereto.

Furthermore, you indemnify and hold Fujitsu harmless (i) from any and all claims of a customer brought against Fujitsu arising out of or in connection with the transaction conducted by you as a vendor, including without limitation any claims relating to allegations, actions or proceedings for breach of contract or warranty, regulatory or other legal claims, claims for bodily injury, including death, and damage to property as well as (ii) from and against any and all third-party claims arising out of any act, default, misrepresentation or any omission on your part, or any of your agents, employees or representatives, directly or indirectly relating to the Fujitsu One E-Commerce Platform.

G. Fundamental Rules

1. Limitation of Liability

a. You acknowledge that Fujitsu expressly excludes any liability for the continuous availability of the Fujitsu One E-Commerce Platform. Fujitsu additionally reserves the right to fully or partially stop operating and/or providing the Fujitsu One E-Commerce Platform or limit the access to it at any time and without further notice.

b. 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.

c. 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 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 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 reasons requested information on the Fujitsu One E-Commerce Platform 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.

d. The Fujitsu One E-Commerce Platform 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, or completeness of any third-party Content provided on the Fujitsu One E-Commerce Platform as third-party Content, including any information supplied by any of the partners.

e. As the Services and Content are made available at no cost, any liability for defects as to quality or title of the Service and/or Content especially in relation to the correctness or absence of defects or the absence of claims or third-party rights or in relation to completeness and/or fitness for purpose are excluded. 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.

f. 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,-.

2. 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, the United States, Japan or other countries.

Please note, that by answering the export control related questions for purchase transactions, you – on behalf of your company – represent and warrant that the export control information you provide 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 export control questions, 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 One E-Commerce Platform.

3. Confidentiality

You are obliged to keep all information confidential, whether written or oral, concerning the business and affairs, as well as personal data of Fujitsu and /or of third parties which you obtain or receive as a result of using or having access to the Fujitsu One E-Commerce Platform 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. 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 may 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 the Confidential Information in connection with our business relationship. If and to the extent the disclosure of Confidential Information is required by law, you shall, to the extent required by a judicial order, disclose such Confidential 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).

4. 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 One E-Commerce Platform. 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 One E-Commerce Platform 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;
- avoid and/or disclose internally and to Fujitsu all conflicts of interest that may influence the business relationship with Fujitsu or Fujitsu's relationship with the customer
- warrant and represent that you have reported to Fujitsu any Government Official or Politically Exposed Person who (1) acts as your director or 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.
- 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 (jointly 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 One E-Commerce Platform) or suspend or withhold payment effective immediately upon written notice to you, if it has a good faith 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.

5. Code of Conduct / Right Behavior

While accessing and/or using the Fujitsu One E-Commerce Platform, you must not

- harm other persons, in particular minors, or infringe their personal rights;
- breach public morality in your manner of use;
- violate any intellectual property right or any other proprietary right;
- upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
- transmit, store or upload hyperlinks or contents to which you are not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations, 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.

6. Data Privacy

a. General

Any and all use of the Fujitsu One E-Commerce Platform is subject to the Fujitsu Privacy Policy (see here: [Privacy Policy : Fujitsu Global](#)), which you were notified of when registering for the Fujitsu One E-Commerce Platform 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 (hereinafter "GDPR") and any applicable EU Member State and United Kingdom implementation or replacement laws of it (jointly and individually hereinafter "Data Protection Laws").

We expect that you represent and warrant for the accuracy, completeness, quality and legality of any content, documents and personal data you provide in connection with the Fujitsu One E-Commerce platform and any of its sub-portals and tools.

b. 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 and last name you provide in connection with these Terms may be displayed in the order history of your company.

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 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 One E-Commerce Platform 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.

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

- fulfil the obligations in these Terms, and of individual agreements and purchase transactions 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 such purchase transaction; or
- enable doing business with us in accordance with the Fujitsu Privacy Policy including to send you information and notices for internal business purposes, such as to improve Fujitsu products and

services by better understanding how Fujitsu partners and users interact with the programs, surveys or 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 and purchase 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;
- 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;
- customize, analyze and improve our products, services, technologies, communications and relationship with you;
- process and respond to any complaint made by you;
- comply with statutory reporting obligations, such as the Council Directive (EU) 2021/514 of 22 March 2021 (also known as DAC7), which can include the obligation to inform tax authorities about the details of product purchase transactions, as required by DAC7; or
- otherwise, as disclosed to you at the point of collection.

c. 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 subcontractor (i) for a later service delivery (ii) to work anonymously for purposes of statistical evaluation and quality assurance, or (iii) where agreed, as sub-processors for the processing of personal data in accordance with Article 28 para. 4 GDPR. Such subcontractors may be located outside of the European Economic Area, for example in 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 GDPR that are, in particular, standard contractual clauses issued by the European Commission in accordance with Art 46 paragraph 2 letter c GDPR.