

# Fujitsu Limited

## Software License Agreement for End Users

### 1. Subject of this Agreement

- 1.1. For the purposes of this agreement "Software" shall mean the software with the object code, the version and the specification indicated in the software product data sheet of Fujitsu Limited or one of its subsidiaries (collectively "Fujitsu").

The Software consists of machine-readable instructions and/or printed documentation and related licensed materials ("Documentation").

- 1.2. Please read this agreement carefully before you use the Software. If you do not agree with the license terms in this agreement, you are not permitted to use the Software and must immediately return all copies of the Software and all accompanying items to the Licensor/Sublicensor (either Fujitsu or the reseller who supplied you with the Software) with proof of purchase for a full refund.
- 1.3. Any use of the Software requires the proper payment of the applicable license fees. By using the Software you agree to be bound by the terms of this agreement.
- 1.4. Fujitsu reserves the right to implement at any time in the future an additional software license key and/or license certificates as countermeasures against software piracy.
- 1.5. Software components from third-party software suppliers which are part of the scope of the delivery are subject to separate license agreements that are included with the Software or that are transmitted by Fujitsu upon request.

### 2. End User License

- 2.1. Fujitsu grants you a non-exclusive and non-transferable license to use the Software on the number of workstations for which you have purchased licenses. Unless you purchase additional licenses, you are not permitted to operate the Software on more than the maximum number of licensed workstations or on hardware that exceeds the specified type.

You are permitted to make a backup copy of the Software for archiving purposes, provided you properly mark the copy or partial copy of the Software with the copyright notice and any other ownership information.

- 2.2. You are not permitted to copy, modify or distribute the Software. Furthermore, you are not permitted to

re-compile, re-engineer, convert, revise, compile or modify the Software. You may not sub-license, without selling the related hardware, assign, rent, lease or transfer the Software except as expressly permitted by this agreement or due to mandatory legal regulations.

- 2.3. If you acquired the Software as a program upgrade, your license for the use of the old software version ends automatically with the installation of the upgrade version of the Software. If parts of the old software version are not replaced by the upgrade version, the license for the old version continues to be effective until the remnants of the old software version are also replaced or deactivated or shut down in any other way.
- 2.4. Unless specified otherwise in the respective software data sheet of Fujitsu, the license for a software version or release does not give you any rights to new releases (updates), new versions (upgrades) or technical support services for the Software. Supplemental software support contracts and maintenance services, including or excluding new releases and new versions and additional technical support services, can be purchased separately either from Fujitsu directly or from authorized software resellers.
- 2.5. In case expressly permitted under the Documentation, you may embed the whole or part of the Software into your software program in accordance with the terms and conditions described in the Documentation.

### **3. Downloading**

For Software supplied by Fujitsu over a network or a similar distribution path, the following additional conditions shall apply:

All products supplied for downloading by Fujitsu are selected, made available and – if supplied by third parties – provided without modification. However, you are fully responsible for ensuring the most current version and usability of downloadable material for your own purposes and on your own system. You download Software at your own risk. Fujitsu will not accept any liability, particularly not for transmission errors or problems that arise during the downloading process (line failures, connection interruptions, server failures, data corruption, etc.).

The website of Fujitsu is operated and administered only for those countries in which Fujitsu has one or more offices. Fujitsu accepts no responsibility that Software and/or documentation can or may be downloaded from a Fujitsu website also in locations other than the countries mentioned above. If you access a website of Fujitsu from abroad, you are fully responsible for complying with any local regulations. Fujitsu expressly prohibits the downloading of Software and/or documentation from a Fujitsu website in countries where such downloading is considered illegal.

### **4. Copyright**

All rights and licenses, unless they are expressly granted to you in this license terms, as well as all property

and usage rights related to the Software (including parts of the Software) remain fully with Fujitsu and/or its third-party licensors.

The license terms do not authorize you to use the brands, logos or trademarks of Fujitsu or its third-party licensors, nor are you permitted to use any other brands which are deceptively similar to the brands, logos or trademarks of Fujitsu. Each and any use of brands, logos or trademarks with respect to the Software or Fujitsu requires the express consent of Fujitsu.

## **5. Licensor's warranty and liability disclaimer, if Software is sold and delivered by Reseller**

If you acquire the Software directly from an authorized reseller (called "Reseller"), the right to install and use the Software may be subject to additional software license conditions agreed upon between you as the licensee and the respective reseller.

In all cases of an authorized software resale, the software is sublicensed and made available to the licensee directly by the Reseller. In such cases, Fujitsu is not a contractual party of the software license agreement between you, as licensee and the Reseller, as far as the procurement of the software licenses are concerned. Legal claims in connection with the software licensing can therefore be asserted only on the basis of the agreements with the Reseller. Under no circumstances, however, will the respective scope of the license for the licensee exceed the scope of the license agreements as specified in sections 1, 2, 3 and 4 of this agreement.

Subject to mandatory legal regulations, particularly those governing liability and/or warranties, which cannot be excluded in connection with end user license agreement regulations and with reference to the licensee's claims against the Reseller, Fujitsu disclaims all warranties for the Software in this agreement. For the same reason, Fujitsu disclaims any and all liability/claims for any violations of third parties' rights as well as any implied warranties for the software's marketability and its suitability for a particular purpose. This disclaimer of liability does not apply in cases of willful or malicious behavior by Fujitsu.

In this End User License Agreement, Fujitsu grants no warranties of any kind, either express or implied.

## **6. Disclaimer of liability with respect to shareware, freeware and/or open source software components**

- 6.1. The Software may contain freeware or shareware which Fujitsu received from a third party. Fujitsu paid no license fees for the use of this freeware or shareware. Accordingly, the licensee is not charged any license fees for the use of the freeware or shareware. You recognize and accept that Fujitsu therefore grants no warranties with respect to such freeware or shareware components and does not assume any liability in connection with the ownership, the distribution and/or the use of the respective freeware or shareware.

6.2. The Software may also contain open source software components that were developed according to the "open source model" and which are distributed exclusively on the basis of the GPL (General Public License: <http://www.gnu.org/copyleft/gpl.html>) terms and conditions or other standard open source standard license terms and conditions applicable to the respective open source components at the time of their dissemination. You recognize and accept that the licensing of such open source software components is governed exclusively by the above-mentioned GPL terms or by the conditions which are otherwise included with the open source software components. Fujitsu receives neither license fees nor any other compensation for the delivered open source software components. As far as Fujitsu or a third party receives any compensation in connection with open source software components, it is received exclusively for additional delivery items and/or services.

Because of the special nature of the development and distribution of open source software components, Fujitsu assumes no express or implied liability for such components and excludes any kind of warranty for such open source software components, particularly in connection with missing specifications, lack of functionality, programming errors or any other malfunctions.

## **7. General limitations of liability**

7.1. Neither Fujitsu nor its suppliers are liable for any consequential or indirect damages, including damages arising as a result of or in connection with an operational interruption, lost profits or sales, lost data, or costs of capital. Fujitsu and its suppliers will not be liable for additional ancillary or consequential costs or for any other losses, costs or expenses of any kind which arise as a result of the holding, sale, use or impossibility of use of the Software, independent of whether such claims are asserted due to warranty rights, contracts, tort or any other legal theory.

7.2. The liability of Fujitsu for direct damage caused as a result of a contract violation and/or other action or lapse on the part of Fujitsu which have not been excluded or cannot be completely excluded due to mandatory law are limited to no more than \$300,000.00. Any and all other liabilities for direct damage are excluded. Damage caused by Fujitsu as a result of slight negligence are excluded to the extent permitted by applicable legal regulations.

7.3. Limitations and exclusions of liability resulting from this agreement do not apply to damage where Fujitsu carries compulsory liability according to applicable laws and where such liability cannot be limited to a maximum amount (for example, liability for bodily damage; product liability or fraudulently incorrect information).

7.4. You acknowledge and agree that the Software is designed, developed and manufactured as contemplated for general use, including without limitation, general office use, personal use, household use, and ordinary industrial use, but is not designed, developed and manufactured as contemplated for

use accompanying fatal risks or dangers that, unless extremely high safety is secured, could lead directly to death, personal injury, severe physical damage or other loss (hereinafter "High Safety Required Use"), including without limitation, nuclear reaction control in nuclear facility, aircraft flight control, air traffic control, mass transport control, medical life support system, missile launch control in weapon system. You shall not use the Software without securing the sufficient safety required for the High Safety Required Use. In addition, Fujitsu shall not be liable against you and/or any third party for any claims or damages arising in connection with the High Safety Required Use of the Software

## **8. Export controls**

Due to its components as well as the nature or purpose of these components, the export of the Software and/or its accompanying documents may be subject to official or regulatory approval. In cases where the Software is intended for export, you are obliged to get all approvals and authorizations required to comply with all relevant export regulations.

The Software may not be exported if there is reason to assume that the Software will be used in connection with nuclear, chemical or biological weapons or for missile technology. Furthermore, you may not deliver the Software – or have it delivered indirectly – to such companies or persons who are listed in the applicable U.S. export regulations (particularly the Table of Denial Orders/U.S. Denied Persons Lists (DPL) or in the E.U. export regulations (particularly the EU Terrorist List) or in the applicable warnings issued by Japan export authorities or any other competent authorities in any country.

Under no circumstances is Fujitsu obligated to deliver software, patches, updates or upgrades, to provide software for download or to fulfill any other contractual commitments if this would be a violation of the applicable export regulations of Japan, the European Union, the United States of America or of any other countries.

If you export or re-export the Software or a copy of it, this may be a violation of applicable export laws and a severe violation of the terms of this agreement.

## **9. Miscellaneous**

- 9.1. If any term or condition in this agreement or any other contract that is subject to the terms and conditions of this agreement turns out to be invalid or unenforceable (partly or in full), the validity of all other terms and conditions remains unaffected, unless complying with the remaining terms and conditions would represent an unreasonable hardship for either contract party, even with the application of applicable legal regulations to close the legal gap.
- 9.2. If you/ the licensee do not pay the license fees due and/or if the licensee does not comply with essential terms and conditions of this license agreement, Fujitsu reserves the right to cancel the license. In case of

such cancellation, you must immediately return any and all copies of the software in your possession and confirm the complete return [of the software copies] or the destruction of these copies in writing.

- 9.3. Neither you nor Fujitsu is responsible or liable for the respective party's non-compliance with its obligations if the reason for such non-compliance is outside the party's control due to force majeure.
- 9.4. Any and all modifications and/or amendments to these license terms and conditions are only valid if they are made in writing.
- 9.5. Fujitsu may, at its expense, appoint its own personnel or an independent third party to audit the numbers of copies and installations as well as usage of the Software in use by you. Any such audit shall be conducted upon thirty (30) days prior notice, during regular business hours on your offices and shall not unreasonably interfere with your business activities.

## **10. Applicable law**

- 10.1. These license terms and conditions are governed by the laws of Japan.
- 10.2. In the event that provisions of clause 10.1 are unenforceable, these license terms and conditions shall be governed by the laws of the country in which you acquire the Software, with the following exceptions: 1) In Australia, the terms and conditions of this license are governed by the laws of the state or sovereign territory in which the business contract is being concluded; 2) in Albania, Armenia, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, the Czech Republic, Georgia, Hungary, Kazakhstan, Kirgizia, the former Yugoslavian Republic of Macedonia (FYROM), Moldavia, Poland, Romania, Russia, Slovakia, Slovenia, the Ukraine and the Federal Republic of Yugoslavia, the terms and conditions of this license are governed by the laws of the Federal Republic of Germany; 3) in the United Kingdom [Great Britain], all disputes with respect to these license terms and conditions are governed by English law, and English courts have exclusive jurisdiction; 4) in Canada, the terms and conditions of this license are governed by the laws of the Province of Ontario; 5) in the United States of America and in Puerto Rico as well as in the People's Republic of China the terms and conditions of this license are governed by the laws of the U.S. State of New York.