

General Terms and Conditions for the Fujitsu Chromatography on Demand Service

1. NATURE AND SCOPE OF THE SERVICE

- 1.1 The Customer commissions Fujitsu Systems Europe (hereinafter referred to as Fujitsu) with the provision of the Fujitsu Chromatography on Demand Service (hereinafter referred to as Service) based on these General Terms and Conditions for the Fujitsu Chromatography on Demand Service (hereinafter referred to as Terms) and the Data Sheet for the Chromatography on Demand Service (hereinafter referred to as Service Schedule).
- 1.2 As part of its Service for the Customer Fujitsu provides a "Software as a Service" service (hereinafter referred to as SaaS Service) by granting access to the respective Fujitsu Chromatography on Demand Service cloud platform (hereinafter referred to as SaaS Platform) and support services (hereinafter referred to as Support Service) as specified in the Service Schedule. The Customer may grant its employees (hereinafter referred to as Users) access to the SaaS Platform to consume the SaaS Service in accordance with the Service Schedule.
- 1.3 The Service is offered on a "per pack" basis as specified in the Service Schedule, based on these Terms and sold in type and scope as identified by the original purchase document / delivery note issued by Fujitsu or the Fujitsu sales partner (hereinafter referred to as Contract), which can be consumed within a time period of fixed length as specified therein (hereinafter referred to as Contract Term). The start date of the Contract Term will be the date of Contract Activation (as defined below). With regard to the SaaS Service the Customer acknowledges the special note as set out in Section 3 of these Terms.

2. INITIAL SET UP AND PACK ACTIVATION BY CUSTOMERS

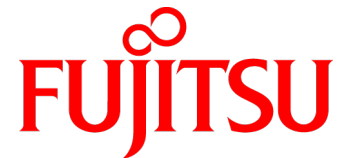
- 2.1 The Customer is required to activate the Contract to be entitled to receive the Service from Fujitsu

as specified in the original purchase document / delivery note issued by Fujitsu or the Fujitsu sales partner and the Service Schedule (hereinafter referred to as Contract Activation). Upon the purchase of the Contract the Customer shall receive a certificate, which contains the activation key and further details about the Contract Activation process. If the Customer does not agree to the activation terms and conditions, the Customer is entitled to cancel the Contract within 14 days of purchase date (date on purchase document / delivery note) by written notice to Fujitsu.

- 2.2 The Contract Activation has to be completed within 30 days of the purchase date. If a certificate (including the activation key) is lost, Customer shall have no right to a replacement.
- 2.3 If the Customer is a first-time customer of the Service, before Contract Activation the Customer needs to activate the initial set up and receive a document titled "Right to Use", which contains the Customer's serial number for the purchased Service.

3. SPECIAL NOTE FOR SAAS SERVICE

- 3.1 With regard to the SaaS Service the Customer acknowledges that (i) it is not possible according to the state of the art to develop error-free software and that the Customer therefore is not entitled to receive an error-free SaaS Service, (ii) it is designed as an assistance system to provide recommendations to prepare a final human decision and therefore should not be used for autonomous decision making without human supervision, and (iii) the recommendations provided by the SaaS Service are based on artificial intelligence methodology which might lead to incorrect recommendations under certain circumstances although it has been trained and successfully tested with domain specific data.
- 3.2 Fujitsu Systems Europe Limited, UK with offices in France, is the technology owner of the SaaS



Service and hosts the SaaS Platform on a Microsoft Azure cloud instance.

4. BASIS FOR PERFORMANCE, CHANGES/SUSPENSION OF PERFORMANCE

- 4.1 Fujitsu is entitled to select and change the technical means (hardware, software or similar) used to provide the Service within its reasonable discretion, provided there are no justified concerns of the Customer. Fujitsu is also entitled to change any allocated IP addresses at its reasonable discretion. Fujitsu will inform the Customer of such changes in advance in a suitable form if these will affect Customer's consumption of the Service.
- 4.2 Fujitsu may temporarily, without prior notice, suspend the provision of all or part of the Service to perform maintenance services for any purpose, including reducing security risks.
- 4.3 In addition, Fujitsu can immediately suspend the provision of all or part of the Service, (i) if Fujitsu determines that Users' use the Service poses security risks to Fujitsu or any third party or (ii) if mandatory legal or government administration regulations or measures require this.

5. CUSTOMER COOPERATION

- 5.1 Customer shall be responsible for all use and management of certificates, activation keys, usernames, passwords, API keys and other credentials (herein-after referred to as Credentials) issued by Fujitsu or created by Customer for the purpose of accessing and/or using the Service, and Fujitsu shall not be responsible for any loss or damage associated with the use of such Credentials by Customer or any third party. Customer shall immediately notify Fujitsu of any loss, theft, disclosure, or alleged misuse of Credentials.
- 5.2 Fujitsu shall not be obligated to retain the data uploaded by Customer to the SaaS Platform while consuming the Service. Customer shall back up and acquire the data registered in the SaaS Platform while consuming the Service at its own responsibility as necessary.
- 5.3 Customer shall use the Service in compliance with all applicable laws and regulations, including but not limited to the laws and regulations for the development and/or use of artificial intelligence and shall not cause Fujitsu directly or indirectly to breach any of its obligation under relevant applicable laws and regulations. Customer hereby agrees to indemnify, defend and hold harmless Fujitsu, Fujitsu's affiliated companies, and each of their respective officers, directors, employees and agents from and against any and all claims, actions, damages, liabilities, costs, and expenses, including without limitation, attorneys' fees and

- expenses, arising out of or relating to the breach of such laws and regulations.
- 5.4 The Customer will provide Fujitsu with appropriate support in the provision of the Service. In particular, the Customer must provide all technical resources, documents, information, and data required for the provision of the Service as listed in the Service Schedule in a timely manner.
- 5.5 For the duration of the provision of the Service the Customer irrevocably grants Fujitsu the rights to use and process Customer's own software/data and third-party software licensed by the Customer, including in particular reproduction rights and other authorizations to the extent required for the performance of the Service.
- 5.6 It is the Customer's responsibility to continuously monitor the performance of the Service provided by Fujitsu and to notify Fujitsu of any deficiencies in the Service without any delay.
- 5.7 The Customer is obligated to use the Service exclusively for the contractually intended purpose as specified the Service Schedule or otherwise. While consuming the Service, the Customer must ensure to refrain from any violation of legal regulations and/or any misuse. In particular, the Customer is obliged, not to manipulate the operation and not to provide, send or store any information or data on the SaaS Platform, if such activity would violate laws or the rights of third parties.
- 5.8 The Customer is responsible for ensuring that his data is adequately protected against the consequences of accidental data damage or data loss.
- 5.9 The Customer guarantees to Fujitsu that the Users will also comply with the regulations agreed with the Customer under these Terms for the consumption of the Service.
- 5.10 If any part of the Service cannot be carried out or can only be carried out to a limited extent for reasons within the Customer's area of responsibility, in particular because one or more cooperation duties have not or have not fully been performed, or have not been provided on time, or the Customer has missed an agreed deadline, Fujitsu is not responsible for any resulting deficiencies or default in the Service.

6. SOFTWARE LICENSE AND REMOTE SERVICES

- 6.1 To the extent the consumption of the Service as agreed in the Contract requires the on-site use of software, Fujitsu grants to Customer a non-exclusive, non-transferrable, non-sublicensable, revocable, time-limited and otherwise restricted license to install and use such software on the Customer's systems according to the documentation or other instructions provided by Fujitsu for the sole purpose of and only during consuming the Service and subject to further conditions if provided by Fujitsu (e.g. but not limited to a respective end-user license

agreement). If requested, Fujitsu shall at any time also provide the Customer with such further conditions in advance. If and to the extent that the Customer does not accept such further conditions for such software, Fujitsu might not be able to provide the agreed Service and any resulting restrictions in providing the Service shall not be in the responsibility of Fujitsu.

6.2 The Customer shall - in addition to the required telecommunication and Internet connections (including the provision of functioning browser software) - be obliged to accept and implement the installation of a standard software utility program for remote access (hereinafter referred to as Remote Access Tool) to be provided by Fujitsu as well as to ensure its functioning for the duration of the Contract. The property rights to the respective Remote Access Tool shall always remain with the respective owner. During the installation or downloading of the respective Remote Access Tool the Customer shall be requested to accept the software license agreement of the respective software manufacturer and the corresponding data privacy regulations that are attached to the installation routine or download procedure. If requested, Fujitsu shall at any time also provide the Customer with the appropriate regulations in advance. If and to the extent that the Customer does not accept the appropriate regulations of the software licensor, installation/download of the Remote Access Tool as well as the associated remote service delivery by Fujitsu shall not be technically possible. Any resulting service restrictions shall not be the responsibility of Fujitsu and shall be borne by the Customer.

6.3 In connection with the Support Service Fujitsu support engineers shall obtain remote access to the defective device for the problem elimination with the aid of the respective Remote Access Tool. The use of this Remote Access Tool for problem elimination by support engineers shall include the analysis of the Customer's system configuration, the displaying and processing of Customer's files, registration, the displaying of Customer's screen as well as the displaying of comments on Customer's screen and assuming control of Customer's system. If and to the extent that the Customer has not actively granted permanent approval for remote access by Fujitsu as part of the configuration of the Remote Access Tool, new active approval of remote access shall be required from the Customer for every remote access session. The Customer can end the session at any time by means of the input function provided in the operating guide of the respective Remote Access Tool.

6.4 Fujitsu shall collect, administer, process, and use the diagnosis data, as well as any technical or use-related information associated with the Support Service assignment. This particularly includes device information about the computer being accessed, the system software and software programs used as well as the connected peripheral devices. Fujitsu shall be entitled to

collect, save, process and use this information for the provision of software updates, product support, product information and other services (if available), as well as anonymously for the further development, simplification or improvement of products and/or services. There is no intent to otherwise access personal data or collect such data via the Remote Access Tool. Any inadvertently collected or displayed personal data shall be handled in compliance with the statutory regulations regarding data privacy and Fujitsu's data privacy guideline. Transfer of data between the Customer system and Fujitsu shall be in encrypted form only.

6.5 Remote access sessions may, for quality assurance purposes, be monitored or recorded by Fujitsu.

6.6 Fujitsu engineers may be located, and access Customer systems from, outside the European Economic Area (EEA) and the Customer agrees to the installation or download of Remote Access Tools so that Fujitsu may export, use and save any personal data affected by the use of the remote service and other information, with which the customer can be identified outside the EEA, for the provision of Fujitsu remote services and any other connected Fujitsu products and services.

7. PRICES, TERMS OF PAYMENT

7.1 The prices for the Service shall be as set out in the Service Schedule. The prices do not include the applicable value-added tax or other taxes, charges and customs duties.

7.2 The prices shall be paid without any deduction or withholding for or on account of tax (hereinafter referred to as Tax Deduction) unless a Tax Deduction is required by law. If a Tax Deduction is required by law to be made, the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leave an amount equal to the payment which would have been due if no Tax Deduction had been required.

7.3 The prices are to be paid in advance upon conclusion of the Contract for the Contract Term.

8. LIABILITY FOR DEFECTS

8.1 If and to the extent Fujitsu should fail to provide the Service in accordance with the specifications as set out in the Service Schedule, Fujitsu within its reasonable discretion shall be obliged to either re-perform its Service again and in accordance with the stipulations of these Terms and the Service Schedule or to carry out necessary correction work within a reasonable period of time. Condition precedent for Fujitsu's obligation to remedy defects is the detectability of the defects reported by the Customer and their reproducibility. Fujitsu is entitled to at least two attempts at rectification. The Service is only deemed non-conforming with the specifications if

- Fujitsu's performance should deviate more than insignificantly from the Service Schedule.
- 8.2 As the Service or parts thereof are designed as an assistance system to provide recommendations to prepare a final human decision the Service should not be used for autonomous decision making without human supervision. The occurrence of incorrect recommendations, in particular if they are based on artificial intelligence methodology, should not be deemed as more than insignificant deviation from and non-conformance with the specifications.
- 8.3 If the non-conformity of the Service is based on the use of software that Fujitsu has acquired or continuously licensed from third parties for the purpose of implementing the Service, the rights of the Customer due to the non-conformity are limited to the scope of Fujitsu's rights against the respective manufacturer, supplier or licensor. Fujitsu may either assert these rights itself for the Customer or assign them to the Customer.
- 8.4 If defects should occur in the products contributed by the Customer, the rectification of such defects will not be part of Fujitsu's obligations hereunder to remedy non-conforming services defects but shall exclusively remain with Customer.
- 8.5 Information and descriptions etc. regarding the performance of the Service are not warranted characteristics or quality guarantees unless they are expressly designated as such.
- 8.6 Fujitsu is not responsible for defects caused by force majeure in accordance with Section 9.1. Any and all Customer's claims for reduction, damages and reimbursement of expenses due to defects are further limited or excluded as described in Section 9.

9. LIABILITY OF FUJITSU, FORCE MAJEURE

- 9.1 Fujitsu shall not be responsible for limitations or default in performance and or any delays to the extent these are due to force majeure or other circumstances beyond the reasonable control of Fujitsu, such as mobilization, war, riot or similar events such as strike, lockout, natural disasters or hacker attacks, technical failures at third party operators of telecommunication systems, communication transmission paths or networks, power supply failures, fire, improper - in particular excessive - use of Fujitsu services, infiltration of malware or computer viruses and/or negative effects of governmental or public administrative measures or interventions.
- 9.2 If and to the extent Fujitsu should be in delay with the provision of the Service and the Customer provides credible evidence that it has incurred damages or expenses as a result of such delay, it may claim a lump sum as compensation as a flat rate to cover such damages and expenses. The lump sum amounts to 0.5% of the pro-rata service fees due for service performance in the respective period of delay for each completed week of the

- delay, but in total no more than 5% of this remuneration.
- 9.3 Further claims for damages and reimbursement of expenses due to delay are excluded even after expiry of any deadline set for Fujitsu to provide or repeat its service performance. This shall not apply to the extent liability is mandatory, e.g. in cases of intent or gross negligence. The Customer's statutory right to extraordinary termination of the Contract remains unaffected.
- 9.4 Fujitsu shall be liable without limitation for personal injury (injury to life, body or health) for which it is responsible and, in the event of damage to property for which it is responsible, Fujitsu shall reimburse the cost of restoring the property up to an amount of 50,000 EUR per damage event, but not exceeding the annual order value.
- 9.5 Further claims for defects, damages or reimbursement of expenses of the Customer - based on contract, violation of a service level, tort or any other legal ground, in particular claims due to interruption of operations, loss of profit, consequential damages and loss of information and data - are excluded, unless liability is mandatory, e.g. under the Product Liability Act or in cases of intent, gross negligence or violation of essential contractual obligations. However, except in cases of intent or gross negligence also the compensation for damages or expenses due to breach of essential contractual obligations is limited to foreseeable damages typical for this type of contract. An essential contractual obligation is an obligation the fulfilment of which enables the proper execution of the contract in the first place and on whose compliance the contract partner may rely on in good faith.
- 9.6 Claims and rights according to Sections 8. and 9. shall become statute-barred 12 months after the statutory start of the limitation period, except where and to the extent that liability is mandatory at law, e.g. according to the Product Liability Act or in cases of intent, gross negligence or breach of material contractual obligations.
- 9.7 The above provisions in Sections 9.2 to 9.5 are not intended to cause a change in the burden of proof to the detriment of the Customer.
- 9.8 The exclusions and limitations of liability set out in this Section 9 shall also apply in favor of Fujitsu employees, vicarious agents and other third parties whose services Fujitsu uses for the fulfilment of the Contract.

10. THIRD-PARTY RIGHTS

- 10.1 If a third party asserts claims against the Customer due to the infringement of industrial property rights or copyrights in the European Union and/or the United Kingdom (hereinafter referred to as Property Rights) through the use of the Service provided by Fujitsu, and if the use of the Service is impaired or prohibited as a result, Fujitsu shall be liable as follows at maximum however for a period of one year from the start of

the statutory limitation period: Fujitsu shall, at its discretion and at its expense, either modify or replace the Service in such a way that it does not infringe the Property Rights, but essentially still comply with the agreed specifications, or release the Customer from royalties for the use of the Service vis-à-vis the third party. If this is not possible for Fujitsu under reasonable conditions, Fujitsu may terminate the Contract early for cause subject however to reimbursement of the remuneration paid. Fujitsu can demand appropriate compensation from the Customer for the Customer's effective use of the Service prior to the termination.

10.2 The prerequisites for Fujitsu's liability in accordance with Section 10.1 are that the Customer immediately notifies Fujitsu in writing of claims by third parties due to an infringement of Property Rights, does not acknowledge the alleged infringement and conducts any dispute, including any out-of-court settlements, only in agreement with Fujitsu. If the Customer discontinues the use of the Service for damage reduction or other important reasons, it is obliged to point out to the third party that the discontinuation of use is not associated with any acknowledgement of the infringement of Property Rights.

10.3 To the extent the Customer itself is responsible for the infringement of Property Rights, any and all claims against Fujitsu pursuant to Section 10.1 are excluded. The same applies if the infringement of Property Rights is based on individual specifications of the Customer, is caused by a use that could not be foreseen by Fujitsu or is caused by the Customer amending the Service or using them together with services not provided by Fujitsu.

10.4 Further claims of the Customer due to an infringement of Property Rights are excluded. However, the Customer's right to extraordinary termination and the provisions in Sections 9.4 to 9.7 remain unaffected.

11. CONFIDENTIALITY

11.1 The contracting parties shall use all documents, information and data which they receive from the other party in connection with the activities under the Contract and which have been marked as confidential, only for the limited purpose of the execution of the Contract. Furthermore, the parties shall treat any and all documents, information and data as confidential towards third parties who are not directly involved in the execution of the Contract. However, the confidentiality obligation shall not apply, if and insofar as such confidential information should

- a. be generally known at the time of receipt by the contracting party, or

- b. have been communicated to the recipient by a third party without breach of a confidentiality obligation, or
- c. be known to the recipient already prior to receipt by the contracting party or were developed independently by the recipient, or
- d. have to be disclosed on the basis of an official or judicial decision that is final and absolute.

11.2 The burden of proof for the assumption of an exception to confidentiality lies with the respective contractual partner invoking it. If a party wants to inform third parties about the existence of a Contract and/or wish to use the business relationship as a reference, it shall obtain the prior consent of the other party regarding its scope and content. This confidentiality obligation shall remain in force for three years after the termination of the Contract.

11.3 Companies related to or affiliated with Fujitsu and subcontractors of Fujitsu shall not be deemed third parties within the meaning of Section 11.1 of these Terms, to the extent they are subject to a corresponding confidentiality obligation which is comparable in scope and content.

11.4 The contracting parties shall, in each case exercise the same degree of care in maintaining secrecy as they exercise in respect of their own confidential documents, information and data of similar importance.

11.5 All rights to the confidential documents, information and data shall remain - subject to deviating provisions in the Contract - with the respective disclosing party.

12. USER DATA

12.1 Fujitsu treats information and data sent to the SaaS Platform by the Customer and/or Users for processing by the SaaS Service (hereinafter referred to as User Data) as confidential information of Customer. Customer is solely responsible for the data and content that Customer inputs, posts, stores, or uploads in connection with consuming the Service.

12.2 Customer hereby acknowledges that Fujitsu and Fujitsu's affiliated companies may examine and use the User Data at any time without Customer's consent to the extent necessary for the operation of the SaaS Service.

12.3 Customer shall make sure that User Data do not contain any personal data. Customer shall perform appropriate processing of User Data, such as pseudonymization or anonymization of personal information, at own responsibility as necessary. Fujitsu will not attempt to re-identify such pseudonymized or anonymized personal data.

12.4 Customer warrants that (i) Customer has reasonable authority to provide User Data for the purpose of the Contract, and that (ii) Fujitsu has

reasonable authority to use, provide, store and process User Data in the SaaS Service for the purpose of the Contract, and that (iii) such provision of User Data does not violate any applicable law.

13. DATA PROTECTION, DATA SECURITY

13.1 Each party shall comply (and ensure that any subcontractor complies) with the Applicable Data Protections Laws in relation to its processing of any personal data of the other party in connection with the Service. Applicable Data Privacy Law" means all applicable civil and common law, statute, subordinate legislation, treaty, binding regulations, directive, decision, by law, ordinance, code, order, decree, injunction or judgement of any regulator or government entity or court which relates to data privacy or data protection and are in force from time to time. For the purposes of these Terms the terms "personal data" shall have the meanings provided for in the General Data Protection Regulation of the European Union (Regulation (EU) 2016/679) in its most current version.

13.2 Each party, as a separate controller of relevant personal data that (i) the other party discloses to it, or (ii) personal data that it generates on the basis of relevant personal data disclosed to it by the other party (all together "Relevant Data"), shall:

- a) only process the Relevant Data as reasonably necessary to perform its obligations and exercise its rights under the Service;
- b) give the other party such information in relation to that processing as it reasonably requests from time to time to enable the other party to comply with its obligations under Applicable Data Privacy Law;
- c) notify the other party in writing if it becomes aware of, or suspects the occurrence of, any personal data breach in relation to those Applicable Data Privacy Laws in respect of the Relevant Data;
- d) notify the other party in writing if it receives any communication from a data subject, or any data protection authority seeking to exercise rights under, or alleging or proposing to investigate an allegation of breach of, Applicable Data Privacy Law in relation to the Relevant Data;

13.3 During the term of the Contract, the Customer is and remains solely responsible for its personal data, including the backup and storage of Customer content and other data registered or stored with the Service. The Customer is also solely responsible for complying with its obligations on data storage and data deletion, e.g. under commercial-, tax- or data protection laws.

13.4 Fujitsu will delete all processed personal data in its possession or under its control following the end of the provision of the relevant Service unless agreed otherwise or to the extent storage is required by applicable law.

13.5 The SaaS Platform is built into the Microsoft Azure cloud service, which is operated by Microsoft Corporation and its affiliates. The Customer warrants, represents and undertakes that it always has in place the necessary requirements under applicable data protection law (including any obligations to give notice to and/or obtain consent from individuals whose personal data is processed in connection with the Contract) such that Fujitsu and the Fujitsu's affiliated companies can lawfully process such personal data for performing the SaaS Service.

13.6 In respect of Service, Fujitsu acts as independent data controller and as such Fujitsu may transfer registration data of the Customer and/or User to the contractual Fujitsu Sales Partner and/or Service Partner, to deliver the required support service and to proactively inform the Customer when the Support Service is about to expire. The Customer will grant technical access to personal data in connection with remote services to Fujitsu only if this is strictly required to perform the remote services. Fujitsu will not access personal data in connection with remote services unless this is strictly required to perform the remote service.

13.7 Fujitsu may involve subcontractors. The Customer generally agrees that Fujitsu may engage subcontractors as sub-processors for the processing of personal data in accordance with Article 28 para. 4 GDPR. The Customer further agrees that, subject to applicable data protection laws and suitable guarantees, such subcontractors may be located outside of the European Economic Area, for example in Eastern Europe or Asia Pacific (e.g. Japan or India). Information about subcontractors engaged by Fujitsu is available on request.

13.8 Fujitsu implements the information and data security measures predefined by Fujitsu for the Service, as described in the Service Schedule. In this context, the Customer acknowledges and agrees that the information and data protection measures can and will change over time in order to adapt the security standards to the technical developments deemed appropriate by Fujitsu; in any event, however, all facilities used to store and process Customer content within the Service will comply with appropriate security standards that are no less secure than the security standards in facilities in which Fujitsu processes and stores its own information of a similar type. Notwithstanding this, Fujitsu expressly cannot and will not guarantee that problems relating to information or data security (e.g. in the course of cyber attacks) will not occur.

13.9 It is the Customer's own responsibility to ensure appropriate security and protection of the Customer's content, (which may include the use of encryption technologies to protect the

Customer's content from unauthorized access), and routine archiving. If the Customer suspects attacks on the environment of the Service or unlawful behavior with respect to the Service, it will notify Fujitsu immediately and cooperate with Fujitsu to the extent necessary to take measures against such actual or suspected attacks or behavior. Fujitsu will make reasonable efforts to remedy identified security gaps as quickly as possible.

14. TERMINATION OF THE CONTRACT

- 14.1 The Contract Term is defined in Section 1 of these Terms. The start date of the Contract Term will be the date of Contract Activation. The Contract will end automatically without the need for separate termination notice with the end of the fixed length as specified in the Contract.
- 14.2 The right to terminate the Contract extraordinarily remains unaffected. Such termination must be notified in writing.
- 14.3 Upon the effective date of termination of the Service, the rights granted to the Customer to use the respective Service shall end.
- 14.4 Components provided by Fujitsu for the provision of the Service must be returned upon termination of the Contract. The further process for the deprovisioning shall be specified in Service Schedule.

15. EXPORT AND LEGALITY OF THE SERVICE

- 15.1 The export, including the immaterial transfer of goods (including without limitation software) and technical support in connection with the provision of Service may be subject to government approval requirements, e.g., due to its nature or intended use. It is the responsibility of the party who is obliged to obtain such approvals in accordance with the applicable export control regulations of the European Union, Japan, the USA, or other countries to actually apply for such government approval. Exports and the provision of services in connection with the Service may not be executed if there is reason to believe that the use is being made in connection with chemical, biological, or nuclear weapons or missiles for such weapons. In addition, the contracting parties will observe and act in accordance with the relevant sanctions lists of the European Union, the U.S. export authorities or other relevant countries, e.g. European Sanctions List, Denied Persons List, and other warnings issued by the competent authorities in the most recent version.
- 15.2 The deliveries and services (fulfilment of contract) are subject to the proviso that there are no obstacles to its fulfilment due to national or international regulations, in particular export control regulations as well as embargos or other restrictions. Delays due to export inspections or

approval procedures shall invalidate deadlines and delivery times. If the necessary approvals are not granted, the contract shall be deemed not to have been concluded regarding the parts concerned; claims for damages shall be excluded to this extent as well as in relation to the aforementioned export activity related failure to meet deadlines.

- 15.3 The Service are operated by and are the responsibility of Fujitsu and its subcontractors. The Service consider the requirements of the country in which Fujitsu and/or its subcontractors are based. Fujitsu assumes no responsibility for the fact that Service may also be used, called up or downloaded at locations outside the country in question. If Users access the Service from locations outside the country in question, they are exclusively responsible for compliance with the relevant regulations under the laws of the country in question. Access to the Service from countries in which such access is illegal is not permitted.

16. ASSIGNMENT,

- 16.1 Fujitsu may assign claims from the Contract to third parties at any time. Fujitsu may otherwise transfer rights and obligations arising from the Contract to a third party if the Customer does not object in writing within four weeks of receipt of a corresponding notification. Fujitsu will refer to this in the notification.

17. CHOICE OF LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

- 17.1 The contractual relations between the parties are subject to UK law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (CISG) are explicitly excluded.
- 17.2 Place of jurisdiction for all disputes arising from or in connection with the Contract and/or these Terms is London, UK.
- 17.3 Should individual provisions of these Terms be invalid in whole or in part, this shall not affect the validity of the rest of the Terms, unless adherence to the remaining Terms should represent an unreasonable hardship, even taking into account the additionally applied statutory provisions.

18. AMENDMENT OF THESE TERMS

- 18.1 Fujitsu is entitled to amend or supplement these Terms at any time. The Customer shall be notified of these changes or amendments with a reasonable period of notice in writing, by email or, if the Customer has notified Fujitsu of a fax connection, by fax or in any other suitable form.
- 18.2 If the Customer does not object to the amended provisions within four weeks of receipt of the



notification of amendment or supplement, the new terms shall be effectively deemed incorporated into the contractual relationship in accordance with the notification. If the Customer objects in due time, Fujitsu is entitled to terminate the Contract in due form extraordinary. Fujitsu will refer to this termination right in the notification. If and to the extent the notified amendments or supplements are indispensable for Fujitsu due to being mandatory at law, the obligation to give notice, the Customer's right of objection and any claims for damages based on the notification of such amendment or supplement as set out above shall not apply.