

**FUJITSU PURCHASING TERMS AND CONDITIONS
(PRODUCTS AND RELATED SERVICES)**

1. General

This Purchase Order shall be governed by the Terms and Conditions as set forth below. Any inconsistent or additional terms or conditions proposed by the Supplier are hereby rejected and shall not bind Fujitsu in any way. These Terms and Conditions shall together with the Purchase Order (including its Schedules) regulate the purchase of the Products and/or Services.

2. Definitions

"Confidential Information" means any information regarding the business affairs, developments, trade secrets, know-how, personnel, customers, suppliers, specifications, drawings, designs, descriptions, operational and testing information, technical information and data, and all other information of a confidential nature furnished by Fujitsu in connection with the Products and/or Services.

"Delivery Date" means the date for delivery of the Products or Services as set out in the Purchase Order or agreed between the parties in writing.

"Documentation" means materials provided in writing by Supplier ancillary to the use of Products or Services.

"Force Majeure Event" means circumstances beyond the reasonable control of a party affected, including, but not limited to, refusal or evocation of license, industrial dispute, impossibility of obtaining materials, strikes by employees of a third party, fires, wars, acts of God, governmental controls,

"Fujitsu" means the PT Fujitsu Indonesia which has issued this Purchase Order.

"Intellectual Property Rights" means any patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright, design rights, database rights, know-how, confidential information, trade and business and/or domain names and any other similar protected rights (whether registered or unregistered) in any country.

"Personal Data" means data, whether true or not, about an individual who can be identified from the data or from that data and other information to which Fujitsu has or is likely to have access.

"Price(s)" means the price of the Products and/or Services stated in the Purchase Order.

"Product(s)" means the products defined in the Purchase Order to be supplied by Supplier under this Purchase Order.

"Purchase Order" means a purchase order form and any schedules to it or other items referred to in it but excludes any other printed terms or conditions of sale or purchase or other form of documents.

"Services" means any Product-related service(s), including, but not limited to, customizing, installation, commissioning, maintenance, technical support, consulting and training.

"Supplier" means the recipient of this Purchase Order.

"Support Services" means services for maintenance of Products, including the provision of updates, patches and upgrades for software Products as further detailed in the Purchase Order.

"Terms and Conditions" means these Fujitsu Purchase Order purchasing terms and conditions.

"Warranty Period" means a warranty period of 12 months commencing on the later of acceptance, delivery or installation of Products and/or Services unless otherwise stated in the Purchase Order

3. Purchase Order Acceptance

Supplier has read and understands these Terms and Conditions and agrees that Supplier's written acceptance or commencement of any work, delivery of any Product(s) or Service(s), whichever is the earlier, shall constitute Supplier's acceptance of the relevant Purchase Order.

4. Changes to Purchase Order

Fujitsu may, by written notice to the Supplier not later than five working days prior to the Delivery Date, change the delivery date(s), quantities or types of Product(s) or Service(s) without incurring any additional costs or liability.

5. Cancellation of Purchase Order

Fujitsu may cancel all or any part of this Purchase Order if it is not accepted by Supplier without incurring any liability whatsoever.

6. Price, Delivery, Title and Risk of Loss

Unless otherwise provided in the Purchase order, Prices shall be valid in accordance with Incoterms® 2010 Delivered Duty Paid (DDP) to delivery point. The Price includes all fees, charges and expenses, including costs related to travel, accommodation, appropriate packaging incurred in connection with the fulfillment of this Purchase Order. In case of any inconsistency between these Terms and Conditions and Incoterms® 2010, these Terms and Conditions shall prevail. Supplier shall, when relevant, at its own cost prepare and submit to Fujitsu all documents and drawings, if any, required under this Purchase Order. Ownership to the Products passes to Fujitsu upon delivery.

7. Taxes

Prices payable shall be inclusive of all taxes, duties, levies and the like imposed by any domestic or foreign governmental authority (exclusive of goods and services tax) in respect of sale of Products and/or Services, including any sales, use, excise, withholding, services, consumption, import, export, custom or other tax, duty or levy.

8. Warranty on Price

Prices are fixed at the date of this Purchase Order until varied between Fujitsu and Supplier in writing.

9. Invoicing Terms

Supplier shall send the invoices describing the amount of Price, goods and services tax and other applicable taxes with reference to this Purchase Order and line item number, to the address stated on this Purchase Order or otherwise designated by Fujitsu. Supplier shall have the right to issue invoices at the timing: for Products or Project Services - upon Acceptance in accordance with clause 12 herein; for Services on an ongoing basis: monthly in arrears unless otherwise designated on this Purchase Order.

10. Payment Terms

Payment for Products and/or Services delivered and accepted shall be made by Fujitsu to Supplier within 60 days from receipt of an invoice issued. Fujitsu shall be entitled to set off any amount owing by Supplier to Fujitsu against any amount

payable by Fujitsu under this Purchase Order.

11. [Not Used]

12. Inspection of Deliverables/Acceptance

12.1. Fujitsu may perform a delivery inspection and/or test of the Products and/or Services delivered by Supplier.

12.2. Any defects found during such delivery inspection or test shall be duly documented and within fourteen days from delivery of the Products or Services and be reported to Supplier in writing failing which the Products and/or Services shall be deemed accepted.

12.3. If Fujitsu submit a report on defects, Supplier shall, at its own cost and without undue delay, replace or correct defective or non-confirming Products and/or Services. Fujitsu shall after such replacement or correction within five days acknowledge the replaced or corrective Products and/or Services failing which the Products and/or Services shall be deemed accepted.

12.4. If Fujitsu does not accept the Products and/or Services or if Supplier, when requested by Fujitsu, fails to replace or correct defective or non-confirming Products or Services, Fujitsu may terminate the Purchase Order and/or replace or correct such Products and/or Services and in either event charge Supplier the costs or damages occasioned thereby.

12.5. Use or payment of the Products and/or Services prior to formal acceptance shall not constitute acceptance thereof.

13. Delays and Liquidated Damages

13.1. Fujitsu has a right to claim liquidated damages for any agreed delivery is delayed, and is not caused by Fujitsu, and set off the same against the Price.

13.2. Supplier shall, for each commenced week of delay, pay to Fujitsu as liquidated damages three per cent of the Price up to a maximum of twenty per cent of the Price.

13.3. Payment of liquidated damages is not the sole and exclusive compensation for delays and Fujitsu has a right, at its option, to require compensation under this clause and/or any other compensation Fujitsu is entitled to under these Terms and Conditions and at law.

14. Warranties

14.1. Supplier warrants that the Products and all replacements shall be new, free and clear of all liens, encumbrances, security interest, and other claims arising due to Supplier. Supplier warrants that the Services shall be performed in a professional manner, with all reasonable skill and care, at least to industry standards by appropriately trained and experienced personnel.

14.2. Supplier warrants that from the Delivery Date and for the duration of the Warranty Period, the Products shall conform with the description and other particulars stated in the Purchase Order and these Terms and Conditions, be of satisfactory quality and fit for its purpose including be free from all defects in materials, workmanship and installation.

14.3. If any Products are found to be defective during the applicable Warranty Period, Fujitsu may, without prejudice to any other right or remedy it may have, require the Supplier at the Supplier's cost and without undue delay, at Fujitsu's option either repair or replace the defective Products to ensure that the Products are compliant the Purchase Order and these Terms and Conditions.

14.4. Supplier warrants to Fujitsu that it shall co-operate with Fujitsu, its agents, sub-contractors and any third parties providing Services as reasonably requested by Fujitsu, ensure that the Services conform with the Service Description set out in the Purchase Order and achieve the Service Levels agreed in the Purchase Order.

14.5. If any the Services are not in accordance with this Purchase Order, or if Supplier otherwise fails to fulfil its obligations under this Purchase Order, Fujitsu may without liability at any time and without prejudice to its other rights or remedies, by written notice require Supplier to re-perform the Services as soon as reasonably practicable at no cost or liability to Fujitsu.

15. Support Services

If any Support Services are required such services shall be agreed in the Purchase Order. Invoicing for Support Services may be sent by Supplier to Fujitsu monthly in arrears. Service Levels, availability and related Service Levels Credits shall be agreed upon in the Purchase Order.

16. Discontinuation of Supply

16.1. For five years after acceptance of the Product(s) and/or Service(s), Supplier perform necessary and appropriate maintenance, repairs, engineering changes, and the like and will keep all necessary parts on hand for any repairs at Supplier's then current rates or other commercially reasonable charges, whichever are lower.

16.2. After this five-year period, Supplier will (i) give not less than six months prior written notice if it intends to no longer provide such Services or Products, and (ii) provide Fujitsu all necessary information and documentation, whether or not proprietary or confidential, necessary to enable Fujitsu to maintain and repair such Products, either directly or through one or more subcontractors.

17. [Not Used]

18. Intellectual Property Rights Indemnities

Supplier warrants and represents that it owns the necessary Intellectual Property Rights in the Products, Services and Documentation related to their sale hereunder and Fujitsu's use and distribution thereof, free and clear of any encumbrances, and has procured the necessary consents in relation to moral rights or otherwise necessary to make this warranty. Supplier at its own expense shall defend, indemnify and hold Fujitsu and its affiliates and customers (collectively hereafter in this Clause, "**Fujitsu Indemnitees**") harmless from any and all claims, costs, expenses, damages or other liabilities, including court costs and reasonable attorneys' fees, arising out of or relating to any patent, trademark, copyright or other intellectual property infringement claims or claims based on misappropriation of trade secret or other proprietary rights arising out of or relating to the manufacture, use, transfer, sale or other distribution of the Products, Services or Documentation, whether alone or in combination with other items. If the manufacture, use, transfer, sale or other distribution of any of the

Products, Services or Documentation by a Fujitsu Indemnitee constitutes an infringement or misappropriation or is enjoined, Supplier shall, at its own expense and option, (i) procure for all Fujitsu Indemnitees the right to continue using, transferring, selling, and otherwise distributing such Product, Service or Documentation, (ii) modify such Product, Service or Documentation so that it becomes non-infringing, while conforming to the applicable specifications, or (iii) replace such Product, Service or Documentation with a non-infringing substitute, which conforms to the applicable specifications. The rights of Fujitsu Indemnitees under this Section shall not become time-barred.

19. Compliance with Law and Corporate Social Responsibility

- 19.1. In the performance of its obligations under this Purchase Order, Supplier shall comply with (i) all laws, regulations, privacy principles, codes of practice, and local country standards including but not limited to those found at <http://www.fujitsu.com/global/about/philosophy/>; (ii) any government policies, guidelines and codes of conduct relevant to your obligations; and (iii) as otherwise communicated by Fujitsu to Supplier from time to time.
- 19.2. Supplier will not offer to give to any employee, agent or representative of Fujitsu any gratuity, compensation, gift, remuneration, or benefit for the purposes of securing any business from Fujitsu or influencing that person with respect to this Purchase Order. Supplier shall ensure that its personnel do not accept gratuities which would influence their impartiality create a conflict of interest or create the appearance of a bribe or impropriety, relative to purchases made pursuant to this Purchase Order.
- 19.3. Supplier shall at all times comply with the applicable laws relating to anti-bribery including but not limited to the OECD Convention policies against corruption, the Foreign Corrupt Practices Act of the USA, the UK Bribery Act 2010 and the Singapore Prevention of Corruption Act (the “*Applicable Anti-Bribery Laws*”). The Supplier shall not engage in any activity, practice or conduct which would constitute an offence under the Applicable Anti-Bribery Laws. Supplier shall have and maintain in place throughout the term of this Purchase Order their own policies and procedures to ensure compliance with the Applicable Anti-Bribery Laws and will enforce them where appropriate.
- 19.4. Supplier shall (i) not use child labor or involuntary labor of any kind; (ii) treat all its employees with dignity and respect; (iii) not illegally discriminate in hiring and employment practices; (iv) provide its employees with a safe and healthy workplace; (v) not tolerate or be involved in any form of corruption or bribery; and (vi) comply with all applicable environmental regulations and standards.

20. Export Control

- 20.1. The parties acknowledge that Products, Services, their respective Documentation and other materials supplied under this Purchase Order may be subject to export control laws and regulations of the United States, Singapore and other countries. Supplier must at its cost obtain all consents and licences as may be required from time to time under local laws and regulations and under the laws and regulations of any other country, including but not limited to the U.S. Export Administration Regulations that may affect or regulate such export. Supplier will, on request, provide a copy of any such consents or approvals to Fujitsu as well as any export control classification numbers, tariff codes, country of origin and any other information reasonably requested by Fujitsu in connection with the import or subsequent export of the Products, Services and Documentation.
- 20.2. Supplier releases, defends, indemnifies and holds Fujitsu and its affiliates and its customers, servants and agents (collectively hereafter in this Clause, “*Fujitsu Indemnitees*”) harmless against all actions, claims and demands (including legal fees and other cost of defending or settling any action, claim or demand) which may be instituted against Fujitsu Indemnitees arising out of a breach of this Clause by the Supplier or the negligence of the Supplier, its agents, employees or of any other person for whose acts or omissions the Supplier is vicariously liable.

21. [Not Used]

22. Permitted Processing and access to Personal Data

- 22.1. Supplier shall process any Personal Data held in connection with this Purchase Order only for the purposes of fulfilling its obligations under this Purchase Order and in accordance with Fujitsu’s instruction and all relevant personal data protection legislation.
- 22.2. Supplier must take all necessary steps to ensure that the Personal Data held in connection with this Purchase Order is protected against misuse and loss, and from unauthorised access, modification and disclosure, and that only its authorised personnel with a legitimate role in fulfilling its obligations under this Purchase Order have access to the Personal Data.
- 22.3. Supplier must not transfer, disclose or allow access by a person, or permit the transfer, disclosure or access by a person, outside of the jurisdiction of Personal Data held in connection with this Purchase Order without the prior written consent of Fujitsu.

23. Audit

- 23.1. The Supplier must maintain records and supporting documentation of all financial and non-financial transactions under this Purchase Order and compliance with the obligations of clauses 19 and 20 herein sufficient to permit a complete audit in accordance with this clause for a period of seven years, or longer if required by law.
- 23.2. The Supplier must, at no additional cost to Fujitsu, at Fujitsu’s request, provide to Fujitsu and its internal and external auditors, inspectors, regulators and other agents or representatives, access at reasonable times and on reasonable notice to Supplier’s premises, Supplier environment (including systems and networks), Supplier personnel and all materials relating to this Purchase Order.

24. Intellectual Property Rights

With the exception of any pre-existing Intellectual Property Rights or any open source software, all Intellectual Property Rights in any material created in the performance of its obligations under this Purchase Order vests in, or is hereby transferred or assigned to, Fujitsu immediately upon creation.

25. Performance Indemnities to Fujitsu

Supplier shall indemnify Fujitsu against all loss, costs, damages, expenses (including legal fees) which Fujitsu may incur or become liable arising from i) defective Products and/or Services, including but not limited to defective workmanship, design or services supplied or provided by Supplier; ii) loss or damage to property; iii) death or injury to personnel; iv) any claim by a third party; or (v) non-compliance with any applicable laws, caused or contributed to by, or resulting from any act or omission of, the Supplier, its officers, employees, sub-contractors and agents.

26. Limitation of Liability

- 26.1. Either party’s total cumulative liability to the other party for any and all claims arising out of or in connection with each Purchase Order for breach of contract, breach of warranty, breach of statutory duty or negligence (or other tort) is limited to the Price. This limitation of liability will not apply to claims for Supplier’s breach of obligations of indemnification hereunder or for breaches of confidentiality, data protection, or to injury to persons or death, or to damages related to fraud, willful misconduct or default, or gross negligence.
- 26.2. Notwithstanding the above clause, and regardless whether the Supplier has been advised of the possibility of such loss or damages, a party shall not be liable for loss of production, loss of profits, loss of anticipated savings, loss of goodwill or any other indirect, incidental, special or consequential damages; provided, however, that the above limitations shall not apply to Fujitsu so far as it related to damages it suffers arising from Supplier’s obligations of indemnification hereunder or for breaches of confidentiality, data protection, or to injury to persons or death, or to damages related to fraud, willful misconduct or default, or gross negligence.

27. Applicable Law

This Purchase Order shall be governed by and construed according to the laws of Indonesia.

28. Dispute Settlement

In relation to any dispute arising out of or in connection with this Purchase Order, including any question regarding its existence, validity, breach or termination, each of the parties irrevocably submits to the jurisdiction of Badan Arbitrase Nasional Indonesia (BANI) and waives any objection to proceedings in such forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

29. Entire Agreement

This Purchase Order constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior undertakings, agreements, representations and warranties, unless this Purchase Order is issued pursuant to a master or framework agreement in which case the latter shall prevail.

30. Severability

If any provisions of this Purchase Order (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Purchase Order shall not be affected.

31. Modifications

No amendments or additions to a Purchase Order or these Terms and Conditions is binding unless made in writing and signed by duly authorized representatives of each party.

32. [Not Used]

33. Confidentiality; Publicity

Any Confidential Information which one party has disclosed or may hereafter disclose (“*Disclosing Party*”) to the other party in connection with the Products or Services covered by this Purchase Order and which is designated as confidential by explicit identification or from the context of disclosure shall be deemed to be confidential or proprietary information and shall only be disclosed to those of its employees, advisors, contractors or subcontractors who have a need to know and are under obligations of confidentiality and shall not otherwise be disclosed to any third party without Disclosing Party’s prior written consent. Supplier shall not, without obtaining Fujitsu’s consent, in any manner, advertise or publish the fact that the Products or Services ordered hereunder have been contracted for or furnished by Supplier to Fujitsu

34. Assignment

The Supplier may not assign, delegate or transfer all or any part of its right or obligations under this Purchase Order without the prior written consent of Fujitsu.

35. Force Majeure

If a party (“*Affected Party*”) is unable to perform its obligations because of Force Majeure Event, it shall promptly notify the other party of its inability to perform and the nature and extent of the Force Majeure Event, and the Affected Party’s obligation to perform those obligations affected by the Force Majeure Event will be suspended for the duration of the Force Majeure Event. If the Force Majeure Event continues for more than thirty days, the Affected Party may at its election, by notice to the other party, modify or cancel this Purchase Order without being liable in damages or otherwise.

36. Termination

- 36.1. Fujitsu may, at its option and without any cost or liability, terminate any Purchase Order by giving Supplier not less than fifteen days prior written notice without assigning any reason.
- 36.2. The expiration or termination of a Purchase Order shall not affect or prejudice any provision of these Terms and Conditions which are expressly or by implication intended to continue in effect after such expiration or termination.

37. Survival

Notwithstanding anything to the contrary in these Terms and Conditions, the expiration or termination of this Purchase Order shall not affect or prejudice any provisions of these Terms and Conditions which are expressly or by implication intended to continue in effect after such expiration or termination.