

## **General terms and conditions for Hardware and Software Support Services of Fujitsu Sweden AB**

### **1 General**

1.1 Fujitsu Sweden AB ("Fujitsu") shall provide the services exclusively for the products as listed in the service document or as registered upon service activation and solely for components/products that have been released by the manufacturer. Customer shall be entitled to the services within the territorial limits specified in the service data sheets.

1.2 All underlying service data sheets and technical appendices for Fujitsu service products as well as any other standardized additional terms for the Fujitsu Hardware and Software Support Services may upon request be viewed onsite at Fujitsu or at Fujitsu sales partners.

### **2 Service/Service delivery**

2.1 The scope of Fujitsu Hardware and Software Support Services shall follow from the Fujitsu service data sheets, their technical appendices as well as any additional terms as applicable for the agreed service. The obligation to provide services shall be limited to the restoration of the functionality of the product at the time of the first delivery. Service delivery shall be based on the following terms as well as, where applicable, on the additional terms for special service elements.

2.2 Product errors and service incidents, occurring prior to activation or the closing of the agreement, do not fall within the scope of Fujitsu Hardware and Software Support Services even after activation or conclusion of the agreement. In such cases only the product and country-specific manufacturer warranty terms shall apply.

2.3 The services shall be provided by Fujitsu or - on behalf of Fujitsu - by an authorized service partner or Fujitsu Repair Center and within the service times as set out in the respective service data sheet.

2.4 If and insofar as possible, the services shall be carried out using means of telecommunication (telephone, Internet, remote service tools). The necessary remote services infrastructure shall be made available at the premises of the customer as provided in the product-specific service data sheet. Fujitsu reserves the right to decide if and in how far the services have to be performed on site.

2.5 The services shall not include the delivery and exchange of accessories (e.g. data media), wearing parts (e.g. rechargeable batteries, batteries, battery backup units (BBU), print heads, screen/picture tubes) and other accessories nor the incident- independent provision and installation of BIOS drivers/operating software or firmware updates/upgrades. Unless explicitly agreed otherwise, the preventive maintenance measures usually to be carried out in regular intervals by the cus-

tomers as specified in the data sheet or operating instructions shall not be part of the services.

2.6 The elimination of product errors and damages, which have been caused by improper handling, dirt, extreme environmental conditions (excess voltage, magnetic fields, etc.), Act of God (lightning, floods, war, etc.), use of force, customer's own attempts at repairs or attempts at repairs by third parties, changes to the original product or other circumstances for which the customer is liable, shall not be included in the scope of services. This shall also apply for product errors and damage, which have been caused by the fact that the object entitled to services was not used or installed according to the provisions of the corresponding product-specific documentation, in particular the safety regulations, instructions or operating instructions issued by Fujitsu.

2.7 Fujitsu shall not provide support for any products or components of other manufacturers, unless such products or components were included in the delivery (scope) of the original product entitled to service and/or are explicitly included in the scope of services by the service description.

2.8 Extensions or changes to the scope of services or the service terms shall only be valid if they have been documented explicitly and in writing in the respective service document or offer and confirmed in writing by Fujitsu. Fujitsu shall only be bound to any conflicting or supplementary general business terms and conditions of the customer to the extent that such terms are in compliance with the terms set forth below or if Fujitsu has explicitly agreed to such terms in writing.

2.9 As long as Fujitsu is obliged to provide services in accordance with this service agreement, the customer may have all service and other work relating to the products (e.g. extensions) exclusively performed by Fujitsu or with the approval of Fujitsu.

2.10 The spare parts and replacement devices used for repairs by Fujitsu during the service assignment are new or as good as new original spare parts or devices. Unless otherwise agreed, the faulty parts/devices removed from a product during a service case shall become the property of Fujitsu and are, inasmuch as they cannot be collected by Fujitsu during the service assignment, to be kept by the customer for at least 60 days after the service assignment for testing purposes.

2.11 If the customer acquired with the service product the right to retain the hard disk (option "HDD Retention"), the faulty hard disk shall if replaced in the event of a proven malfunction/fault remain at the customer's.

2.12 Services and spare part deliveries that are offered by Fujitsu as standard, but lie outside the scope of ser-

vices owed as part of the specifically purchased Fujitsu service products, shall be provided at the customer's request and charged at the time of the repair or exchange according to the valid Fujitsu service/spare part list prices.

### 3 Service period, dates

3.1 Unless otherwise described in the respective service data sheets, the term for Fujitsu Hardware and Software Support Services shall begin at the time agreed in the service document or agreement. If no calendar-based deadline for the expiry of the service period has been agreed, the respective service agreement may be terminated by both parties with three months' notice to the end of a calendar month, but to the end of the minimum contract period agreed in the respective service document at the earliest.

3.2 If there is an option for renewal according to the service data sheet or the automatic renewal of the agreement is foreseen, the agreement shall at the latest end with the end-of-service for the product entitled to services. Fujitsu shall inform the customer of the product-specific end-of-service date in good time in advance.

3.3 The parties' right to terminate the service agreement for good cause shall not be affected.

### 4 Supplementary Service Terms governing Software Support Services

4.1 No software support within the framework of hardware service products:

4.1.1 Within the framework of hardware service products the services for the software products supplied with the hardware (if included in the delivery scope) are restricted to the exchange of physically defect or non-functional data media (diskettes, CDs, DVDs, tapes) during the first three months as of delivery/purchase date. Driver and firmware updates that are available from Fujitsu can also be downloaded via the Internet addresses specified in the documentation or are provided on a product-specific basis for the terminals at the discretion of Fujitsu.

4.2 Scope of software support within the framework of software service products:

4.2.1 The service obligation relating to software shall exclusively cover the software version specified in the respective service document, or a new version of such software used by the customer, and - within such version - shall exclusively cover the latest patches and updates taken over by the customer, unless otherwise described in the service data sheet or the respective technical appendix. Fujitsu shall provide its services for older versions and patches and updates exclusively on the basis of Fujitsu's or the software manufacturer's valid release policy relating to the respective software.

4.2.2 The specific scope of the software support services owed shall be primarily based on the valid service data sheet for the software product entitled to services, including the software-specific technical appendix.

4.2.3 A service case within the meaning of these terms and conditions shall exist if deviations from the program specification defined in the software product data sheet occur in the software product entitled to services. To the extent that the customer has extended the software beyond the interfaces determined in the release notice for this purpose, the obligation to provide services shall only be up to the interface. The obligation to provide services shall not extend to the remedying of non-reproducible errors.

4.2.4 The service obligation within the context of the service agreement shall also explicitly not include the maintenance or recovery of the interrupt-free or error-free functioning of the software, individual application programming services, IT consulting, installation, performance enhancement, system optimization, the provision of drivers for peripheral units, or the backup and recovery of customer data or software.

4.2.5 With regard to software or software components not acquired through Fujitsu, but which are nevertheless part of the service agreement as specified in the service document, the customer shall notify Fujitsu - as may be required for Fujitsu's service performance and with due time in advance - of the scope of the customer's rights to use and - insofar as required - also of the scope of the adaptation rights of the customer with regard to the software specified in the relevant agreement. Customer shall ensure that he has acquired the license rights as necessary for Fujitsu to provide its services. Fujitsu shall be exempt from its duty of performance as long as and to the extent that Fujitsu is prevented from providing its services due to a lack of the necessary license rights provided that the responsibility for such lack of license is with the Customer.

4.2.6 In order to eliminate occurring incidents Fujitsu shall be entitled at all times to demand of the customer the use of any available patches, update or program improvements and/or new versions of the software program, even if those should be available on an incident/error independent basis only. This shall particularly apply if a software manufacturer no longer supplies patches or updates for a specific release version that has been agreed with the customer or the manufacturer announces the "end of life" for such release or version used on the customer's IT equipment. The customer is obliged to accept and use any generally available new software version, provided that the scope of functions as agreed and used by the customer is maintained and provided that it is not unreasonable for the customer to take over the new software version. If the use of such an upgrade or such a new version is not included in the original scope of service, the customer shall be obliged to bear the additional or increased license and service charges that may possibly be associated with the upgrade or the new version. If the customer refuses to do so, Fujitsu shall be deemed entitled to terminate the service agreement for good cause.

4.2.7 If the customer is unable due to the software error to process tasks and if the processing of such tasks

cannot be postponed until the new patches and updates are made available, Fujitsu shall provide an interim solution in order to perform a workaround of the error, provided that this is possible with reasonable time and effort. If workarounds of the errors cannot be created with reasonable effort, or if such workarounds are not available, particularly in the case of software products from third parties, Fujitsu shall endeavor to obtain a program fix from the manufacturer of the respective software, to the extent that this is reasonable, on a close-to-time basis.

- 4.2.8 The installation of the program fixes or patches and updates delivered shall be carried out by the customer, unless stipulated otherwise in the agreement. If the patches, updates, upgrades or new versions delivered as part of service delivery require modifications or extensions to the underlying hardware infrastructure for technical reasons, the customer shall be obliged to procure the necessary hardware at its own expense. If the customer refuses to do so, Fujitsu shall be entitled to terminate the service agreement with good cause if the maintenance of the service for the previous release version were to be associated with unreasonable expenditure or costs for Fujitsu. Any additional costs in this respect shall be borne by the customer.
- 4.2.9 If the customer receives as a service to a software product a fix /patch and/or update, the provisions of the underlying license /licensing agreement for the software product shall be valid for the use of this fix /patch or update, unless explicitly agreed otherwise.
- 4.2.10 All program fixes, patches and updates delivered as part of the software support services shall, where appropriate, have been submitted to a current anti-virus program at a reasonable time prior to delivery to the customer. Apart from this, the liability for viruses or any other detrimental software elements shall be excluded, unless Fujitsu has introduced them on the respective data media, patches and updates or program fixes purposely, intentionally or carelessly through active action(s) on its part.
- 4.2.11 The customer's entitlement with regard to the services shall lapse if and to the extent that the customer does not use the software entitled to services and as specified in the system agreement or the offer within the agreed system environment, or if the customer uses such software contrary to the relevant rights of use as stipulated in the system agreement. Apart from this, the customer shall not be entitled to the provision of the services if and to the extent that the customer has modified the software, or the software has been changed by any third parties not authorized by Fujitsu, unless the customer is able to demonstrate by means of a test run of the unmodified software product that the modification is not directly attributable to the error which has occurred.

## 5 Supplementary Terms governing Solution Infrastructure Support Services

5.1 The proactive services named within the framework of the Solution Infrastructure Support Services are preventive support services for the early advance detection of any system faults to the system entitled to services. In this connection, Fujitsu shall merely owe the proactive service described, but the general responsibility for current and uninterrupted system operations shall remain with the customer. In addition to the elimination of the incident in accordance with the service data sheet, Fujitsu shall not assume any responsibility for any damage in conjunction with downtimes of the system entitled to services, which occurred at the customer's despite the preventive support services.

5.2 Unless otherwise described in the respective service data sheet or the technical appendix, the service obligation shall not include any support in the form of product development, application programming, IT consulting, installation, performance enhancement, system optimization or the backup and recovery of customer data or software.

## 6 Duties to cooperate, cooperation in a service case

6.1 The proper provision of the services by Fujitsu and/or its service partners or Repair Center shall be subject to the proper fulfillment of the duties to cooperate of the person entitled to services as defined in the service data sheets, these terms and conditions and in the additional agreements. If and to the extent that the customer fails to fulfill its duties to cooperate despite the reasonableness of the duty to cooperate concerned, Fujitsu shall be relieved from the provision of its services for as long as the customer fails to fulfill its duty to cooperate. The customer shall pay for any additional costs or damage caused by the customer's failure to comply with its duty to cooperate. Any additionally required services in this conjunction on the part of Fujitsu shall be charged according to the Fujitsu conditions and prices valid at this time. Fujitsu shall be entitled to terminate the agreement without notice in those cases where the customer has committed a significant or repeated breach of its duties to cooperate.

6.2 Duties to cooperate of the customer as part of the services covered by these terms and conditions are in particular:

- 6.2.1 The customer shall give Fujitsu the name of a competent employee, who can provide the information required to implement this agreement and either take or quickly bring about decisions.
- 6.2.2 The customer shall report any faults and errors that occur without delay. During error elimination the customer shall observe any advice and instructions received from Fujitsu employees. Furthermore, the customer shall take any measures facilitating the diagnosis of any error and causes, to the extent that this is reasonable, and shall shorten any re-runs for the purpose of determining the error in question.
- 6.2.3 The customer shall make the necessary documents, information or data required for service delivery available to Fujitsu and/or its service partners. This duty to cooperate shall particularly cover notification in good time and without delay of the ID/serial

number of the contracted hardware and software products. Notification of the ID/serial number or another unique means of product identification shall be a mandatory prerequisite for the delivery of the agreed services.

6.2.4 If required for specific service delivery, the customer shall ensure free access to the installation/operating location of the devices or software products entitled to services as well the room required to carry out repairs at the installation location. The customer shall also ensure that the technical installations (in particular, telephone and power connections) required to carry out maintenance services are made available in good working order at its own expense and to an appropriate extent.

6.2.5 Prior to each service assignment, especially before parts or devices are replaced, the customer shall be obliged to back up any programs and data and to remove any data media, changes and additions. The correct data backup shall comprise all technical and/or organizational measures that enable the rapid and inexpensive recovery of the systems, data, software products and/or procedures after occurrence of impairment to the ready status.

6.2.6 The customer shall proactively inform Fujitsu of any system changes/extensions and/or changes to interfaces or installation/ device locations.

6.2.7 After a successful on-site service assignment the customer shall be obliged to countersign a service report for the service engineer. The customer shall notify Fujitsu of any objections and complaints in conjunction with incorrect elimination and/or non-elimination of errors in writing on the service report or address written notification to Fujitsu immediately after ascertaining the error concerned. Objections and complaints have to be raised and notified to Fujitsu by Customer latest within two weeks from Customer first noticing the error concerned, otherwise the corresponding objection / complaint shall be precluded. Independent from customer's knowledge of the corresponding error, an exclusion period of 1 (one) year as of the date of the respective service assignment shall apply for the enforcement of the appropriate objections and complaints.

6.3 Duties to cooperate, cooperation within the framework of remote service

6.3.1 If the services as shown by the respective service data sheet are provided wholly or partially via remote maintenance/remote access (remote services), 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 (remote access tool) to be provided by Fujitsu as well as to ensure its functioning for the duration of the service agreement. Depending on the remote access tool used, it is also possible for merely a temporary download of software elements to be necessary. The property rights to

the respective remote access tool shall remain with the respective owner at all times.

6.3.2 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. The use of the respective remote access tool shall also be subject to the terms and conditions of this service agreement as well as the conditions of any additionally applicable manufacturer warranty. 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, in particular breaches of the agreed service levels due to the customer's refusal to allow remote access, shall not be the responsibility of Fujitsu and shall be borne by the customer.

6.3.3 Fujitsu support engineers shall obtain remote access to your computer 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 your system configuration, the displaying and processing of your files, registration, the displaying of your screen as well as the displaying of comments on your screen and assuming control of your 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.

6.3.4 Fujitsu shall collect, administer, process, and use the diagnosis data, as well as any technical or use-related information associated with the 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. In connection with the remote access tool it is not planned to otherwise access personal data or collect such data. 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. Transportation of data between the customer system and Fujitsu shall be in encrypted form.

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



6.3.6 Fujitsu engineers may be located and access Customer system from outside the European Economic Area (EEA) and the customer agrees to the installation or download of the 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 you can be identified outside the EEA, for the provision of the Fujitsu remote services and any other connected Fujitsu products and services.

6.3.7 Activation of third-party providers / Fujitsu service partners for remote tool use:

6.3.8 As a result of the supplementary agreement with the customer or with the customer's approval the remote service tool can also be activated for the delivery of remote services by designated third-party providers. However, in these cases Fujitsu shall only provide the remote service infrastructure. Unless otherwise agreed both explicitly and in writing, the customer alone shall therefore bear the risk of illicit or incorrect use of the remote access right by such a third-party provider that is associated with activation. Liability of Fujitsu for service activities and/or another action or inaction on the part of the activated third-party provider shall be excluded, unless the action or inaction of the corresponding third-party provider is based on an explicit and written order from Fujitsu (subcontractorship).

## 7 Prices, payment terms and conditions

7.1 The flat-rate list prices of Fujitsu for hardware and software support services (one-time payment and recurring charges) shall be considered as a payment for all services explicitly described in the service data sheet as a service component.

7.1.1 Upon purchase the one-time service prices shall become due for payment in advance.

7.1.2 The monthly service prices shall be paid starting from the effective date of the agreement for the remainder of the current calendar quarter and thereafter quarterly in advance.

7.1.3 Yearly service prices shall be paid annually in advance beginning from the effective date of the agreement.

7.2 In the event that the usual flat-rate list prices for services of Fujitsu are increased in order to compensate for any increases in personnel expenses or other costs, Fujitsu may increase the prices for any services that have not yet become due accordingly, if these have been affected by the development regarding costs.

7.3 The service charge for Fujitsu hardware and software support services, which are purchased from a Fujitsu sales partner, shall be paid in advance to Fujitsu or the sales partner who brokered the Fujitsu service product as a one-time flat rate upon purchase and independent of any subsequent activation.

7.4 Apart from the services prices, Fujitsu shall charge the following separately at its respective valid list prices on a material and expenditure incurred basis:

- services requested by the customer that are not included in the agreed scope of services as defined in the service data sheet,
- any installation, setup, moving, consulting, software engineering, and other support services requested by the customer,
- diagnosis and elimination of faults or damage caused by improper handling or by any other circumstances for which Fujitsu is not answerable,
- the services that are provided at the request of the customer outside the contractually agreed service times,
- first check and any repair work required when taking over the services of products already in use,
- first check and provision of software fixes/patches and updates and/or any other updates, if necessary, when taking over the services of software products already in use.

7.5 The payment for the expense-related additional services, which are provided in return for payment, shall become due immediately after the service has been provided and the customer has received the invoice.

## 8 Warranty for the provision of services

8.1 Fujitsu shall warrant that the parts, which were repaired during the service assignment or installed in the object entitled to services, related to the description issued by Fujitsu and which was valid at the time of the delivery to the customer, are new or as good as new and have an at least similar functionality.

8.2 If Fujitsu is obliged to provide warranty, Fujitsu shall at its discretion either repair or provide replacement free-of-charge. If the repair repeatedly fails, the customer can after setting a deadline demand an appropriate reduction in the service price or terminate the service agreement with effect for the remaining service period. Any additional claims of the customer arising from warranty rights shall also be excluded after the expiry of a period of grace, unless liability is mandatory according to these terms and conditions (liability). However, this clause does not imply a change in the burden of proof to the detriment of the customer.

8.3 Defects that have been caused by improper handling, attempts at repair by the customer or by third parties, use of force, changes to the original product or any other circumstances for which the customer is answerable, shall be excluded from the warranty. This shall also apply for defects and damage that were caused due to the fact that the object entitled to services was not used according to the provisions of the corresponding product-specific documentation, in particular the safety guide, instructions or operating instructions issued by Fujitsu or were installed - in particular for customer replaceable units (CRU) - by the customer.

## 9 Liability of Fujitsu for the infringement of third-party protective rights

If a third party enforces claims against the customer for the infringement of industrial property rights or copyrights in Sweden (hereinafter referred to as "protective rights") by using the goods/services provided by Fujitsu and if the use of the goods/services in Sweden

is thereby impaired or forbidden, Fujitsu shall be liable as follows; such liability being limited to a period of one year from the start of the statutory limitations period. Fujitsu shall at its discretion and expense either change or replace the goods/services in such a way that they shall not infringe the protective right, but nevertheless essentially conform to the agreed specifications, or release the customer from paying license charges to the third party for the use of the goods/services. If this is not possible for Fujitsu at reasonable terms and conditions, Fujitsu shall be obliged to withdraw the goods/services and refund the remuneration paid. Fujitsu may demand reasonable compensation from the customer for the use of the goods/services.

9.1 Conditions for the liability of Fujitsu according to section 9.1 are: the customer shall notify Fujitsu in writing without delay of any third-party claims for an infringement of protective rights, the claimed infringement shall not be acknowledged, and conducting any dispute including any out-of-court settlements shall only be in consultation with Fujitsu. The customer shall be obliged to inform the third party concerned that the discontinuation of use of the goods/services does not imply any acknowledgement of any infringement of the protective right(s) if the customer should decide to discontinue the use of the goods/services or for other good reasons.

9.2 If the customer itself is responsible for the infringement of protective rights, claims against Fujitsu according to section 9.1 is excluded. This also applies insofar as the infringement of protective rights is attributable to any particular specifications set by the customer, has been caused by use which Fujitsu cannot foresee or caused due to the customer having altered the goods/services, or used together with goods/services not provided by Fujitsu.

9.3 Any additional claims of the customer due to an infringement of third-party protective rights shall be excluded. The right of the customer to terminate the agreement with good cause according to section 10.1 as well as the regulations in sections 10.2 to 10.4 shall not be affected.

## 10 Liability of Fujitsu

10.1 If a service is not provided as agreed under these terms and conditions and if Fujitsu is responsible for this, then Fujitsu shall be obliged to provide the service without any additional expenses for the customer, within a reasonable time limit, as agreed. If the service cannot be provided as per agreement within a reasonable additional period of time set by the customer for reasons for which Fujitsu is responsible, the customer shall be entitled to cancel the service concerned.

10.2 Fujitsu shall be liable without restriction for any damage it caused resulting in injury to persons (injury to life, the body or health), and in the case of property damages for which it is responsible its liability for damages incurred shall be limited to a maximum sum of €250,000 for each event of loss or damage. The obligation to reimburse damages if any damage is caused to data media material shall not include the reimbursement of any expenditure(s) for the retrieval of any lost data or information. Subject to section 10.3 Fujitsu's liability for

all other damage is limited to the price paid by the customer for the services being the subject of the claim.

10.3 Any additional claims for defects or claims for damages or for reimbursement of costs by the customer, or any claims other than those specified in this agreement, in particular any claims for outage, lost profits, loss of information or data, claims for other indirect or consequential damage, regardless of their cause in law, is excluded, except where mandatory liability applies for example under the Product Liability Act or in the case of intent, gross negligence.

## 11 Secrecy, data privacy, suborders

11.1 The parties to the agreement shall use all the documents, information and data they receive from the other party and which are denoted as confidential solely for the performance of this service agreement. As long as and unless they have become generally known or the other party to the agreement has approved their publication beforehand, the receiving party to the agreement shall treat the aforesaid documents and information as confidential toward third parties not involved in the performance of this agreement.

11.2 The parties to the agreement shall observe the statutory regulations for the protection of personal data. In conjunction with the delivery of services, in particular remote services within the meaning of section 6.3, the customer shall explicitly agree to the automated transfer, use, storage and evaluation of personal data for the contractually agreed purposes. If required for reasons concerning data privacy rights, the customer shall sign an appropriate, express, written declaration of consent and reach an agreement with Fujitsu for the organizational and technical protective measures under the terms of the applicable data privacy laws. At any rate, Fujitsu shall only use the transferred data in order to fulfill the contractual obligations of this agreement as well as anonymously for evaluations and quality assurance measures. Any transfer to third parties shall only take place if the latter are integrated in the service delivery as subcontractors for Fujitsu or work anonymously for purposes of statistical evaluation and quality assurance. Fujitsu has placed all employees deployed in data processing under a written obligation of data secrecy. The customer shall assure that all legally required prerequisites (e.g. by obtaining declarations of consent) have been established to such an effect that Fujitsu can also provide the agreed services free from any legal infringements.

11.3 These obligations shall also remain in force after the agreement has expired.

11.4 Fujitsu can award subcontracts, but must impose the appropriate obligations as per sections 11 to 11.1 on the subcontractors.

## 12 Export license

12.1 The export or re-export of products and services, including the immaterial transfer of goods and know-how as well as technical support and the transfer of any technical support documentation in conjunction with this agreement may be subject to approval obligations, e.g. by reason of type or intended purpose. If objects under this agreement are intended for export, the customer itself

shall be obliged to observe the corresponding export control regulations and to obtain the required licenses. If requested, the parties to the agreement shall agree to provide the information required to acquire the license.

12.2 Exports, re-exports and the provision of work and services in conjunction with this agreement may not take place if there is any reason to assume that service delivery or use of the deliverables will be in connection with chemical, biological or nuclear weapons or missiles capable of delivering such weapons. The parties to the agreement shall comply with the latest versions of the corresponding sanction lists of the European Union, Germany, Japan, Sweden, USA (e.g. European Sanctions List, Denied Persons List), as well as any comparable, applicable regulations of other countries and other warnings or restrictions on deliveries/prohibitions from the appropriate authorities and shall act accordingly.

12.3 Fujitsu shall not be obliged to make any deliveries and/or fulfill any other obligations that result from this agreement if Fujitsu is prevented from making such deliveries or from fulfilling the corresponding obligations by export regulations (in particular e.g. those defined by Germany, the European Union, Sweden, USA or Japan).

12.4 A breach of the provisions of this section shall be considered as a serious infringement of contractual obligations.

### **13 Assignment of contractual rights and obligations, ancillary agreements, place of jurisdiction**

13.1 Once the service obligation has begun, any assignment of the customer's service claims against Fujitsu to a third party may only take place in conjunction with the sale or another form of transfer of the ownership in the object entitled to services. Fujitsu may assign claims arising out of this service agreement to third parties at any time.

13.2 The customer shall only be entitled to offset claims or exercise any right of retention in connection with counterclaims that have become *res judicata* or are not contested by Fujitsu.

13.3 Ancillary agreements, amendments and/or supplements shall require the written form.

13.4 If any specific provisions of this agreement are invalid, either in whole or in part, this shall not affect the validity of this agreement, unless the continuation of this agreement would be an unreasonable hardship, even if the statutory regulations applied supplementarily were

taken into account. In this case, the parties shall agree a new regulation of the points concerned, which is both valid and comes as close as possible to the contents of the intended regulations originally agreed between the parties.

13.5 The contractual relationship between the parties shall be subject to Swedish law. The provisions laid down in the UN Convention on the International Sale of Goods dated April 11, 1980 (CISG) shall be excluded.

13.6 Any disputes arising from or in the connection with this agreement shall be finally settled by the general courts in Sweden.