FUJITSU THE POSSIBILITIES ARE INFINITE

OneTouch Application

Please complete this application for membership consideration in the Fujitsu Computer Systems OneTouch Alliance Program. Please complete and email the application to **computers_onetouch@us.fujitsu.com**.

Company Information		
Company Name:		
Address:		
City:		
State/Province:		
ZIP/Postal Code:		
Country:		
Company Web Site:		
Primary Contact Information		
Name:		
Title:		
Email Address:		
Telephone Number:		
FAX Number:		
Secondary Contact Information		
Name:		
Title:		
Email Address:		
Telephone Number:		
FAX Number:		

OneTouch Application

Company Information (Continued)	
Business Type: *Please select all that apply.*	Independent Software Developer (ISV) Independent Hardware Developer (IHV) Distributor Other: _____
Corporate Status: *Please select one.*	Corporation Partnership Sole Proprietorship Other: _____
Year Business Started:	
Annual Revenue (US$): *Please select one.*	0 – 10M 50 – 250M 10 – 50M 250M+
50-Word Company Description:	
Distribution Channels: *Please select all that apply.*	Direct Sales VARs/System Integrators Distributors Other: _____ EMs O
Target Market Space (Employees): *Please select one.*	Small Business (100 or less) Medium Business (101 - 1000) Large Business (1000+)

FUJITSU THE POSSIBILITIES ARE INFINITE

OneTouch Application

Please List Your Top 3 Competitors:	

Product Information	
Product Name:	
Current Product Version/Build:	
50-Word Product Description:	

Product Vertical Markets:
Please select all that apply.

Accommodations/Food Svc	Government
Communications	Healthcare
Construction/A&E	Insurance
Education	Legal/Professional Services
Entertainment	Manufacturing
Facility Services & Admin	Pharmaceutical
Financial Services	Real Estate
Other: _____	

Product Type:
Please select all that apply.

Ancillary/Other Clinical	Medication Administration
CPOE/EMR	PACS
Field Automation	System/Utility
Forms Automation	Whiteboard
Inspection	Other: _____

Application Platform:
Please select all that apply.

Windows .NET	Notes/Websphere
Windows SDK	Ink-Enabled
Tablet PC SDK	Pen-Enabled
	Other: _____

OneTouch Application

	Web/Browser Based
Application Status: *Please select one.*	Design	Development	Deployed

---

Terms and Conditions

FUJITSU COMPUTER SYSTEMS CORPORATION

ONE TOUCH ALLIANCE ISV PROGRAM APPLICATION ("Application")

TERMS AND CONDITIONS

Parties: Fujitsu Computer Systems Corporation ("FCS")

Applicant: _____ ("Applicant")

Program: One Touch Alliance ISV Program ("Program")

The terms of this Application do not represent nor guarantee Applicant's acceptance into the Program. The information provided herein to FCS, and information publicly available to FCS regarding Applicant, will be used to determine program eligibility. Applicant will be informed by FCS if this Application is accepted. Applicant certifies that the information supplied in this Application is true and correct to the best of Applicant's knowledge, and that the signatory below is authorized to represent Applicant.

If Applicant is granted acceptance into the Program, Applicant understands that it shall be in accordance with FCS' then-current Program guidelines and the terms set forth therein. Applicant understands that its rights are non-exclusive and non-transferable and extend only to Applicant. Applicant acknowledges that all intellectual property rights arising anywhere in connection with FCS' products are and remain the property of FCS, and that title to any software (other than software developed by Applicant) that is included with the products remains with FCS or its licensors. Applicant agree to abide by the terms of FCS' end user license agreement and shall not permit anyone to in any way derive source code or design plans of products or software. Applicant will not make any commitment or incur any obligations on behalf of FCS, nor make any representations, warranties, promises, or guarantees with respect to the products other than those expressly authorized by FCS or engage in any practices that would be deceptive, misleading or unethical, or detrimental to FCS' image or reputation. Applicant agrees to participate, at its expense, in sales and technical training for the products. FCS shall have no obligation to provide support to Applicant's end users or have any liability related to Applicant's software or services.

Applicant understands that it may use FCS' trademarks, service marks and trade names only in connection with Applicant's marketing and distribution of Applicant's software bundled with FCS' products. Applicant agrees to submit a sample of each such material to FCS for written approval prior to any use or distribution thereof. Applicant agrees that if it acquires any goodwill as a result of its use of FCS' trademarks, service marks and trade names, such goodwill shall automatically vest in FCS and Applicant will take all actions to effectuate such. Applicant agrees not to contest the validity, enforceability or FCS' ownership of its marks, not to use or register any confusingly

similar marks or remove or efface any proprietary rights notices on the products or documentation.

FCS' PRODUCTS AND SERVICES ARE PROVIDED "AS-IS", WITHOUT ANY WARRANTY OR REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Any product warranties provided with the products will run directly to the end users.

The term of this agreement shall begin on the date accepted by FCS and continue for a period of one (1) year thereafter, unless terminated by either party for its convenience by written notice to the other party. FCS may renew this agreement in its sole discretion. Upon termination, Applicant will immediately discontinue use of FCS' marks and destroy or return (at FCS' option) all sales and promotion materials. FCS will have no liability for termination of this agreement.

Each party agrees to treat as confidential all confidential information of the other party which is disclosed to it pursuant to this Agreement, and not to use it except to exercise its rights or perform its obligations hereunder. In no event shall the recipient of confidential information disclose it to any third party without the prior written consent of the disclosing party. The receiving party will promptly notify the disclosing party of any unauthorized access or use and to cooperate with the disclosing party (at the receiving party's cost) to take action and prevent further access or use.

Applicant warrants that it possesses the authority to enter into this agreement and that it is not a party to any agreement nor has any obligation that is in conflict with or would stop Applicant from complying with this Agreement.

OneTouch Application

Both parties agree to comply with all applicable laws and regulations. Applicant agrees to indemnify, defend and hold harmless FCS from all claims arising from Applicant's unauthorized marketing, sales or use of the FCS products; unauthorized representations or warranties made related to the FCS products; any loss or damage resulting from software developed by Applicant; or any violation of laws, regulations or statutes, including export or import laws, by Applicant.

FCS WILL NOT BE LIABLE TO APPLICANT FOR ANY TAXES OR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), WHETHER OR NOT IT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. FCS' AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO $100. This limitation of liability shall apply notwithstanding any failure of essential purpose.

If a portion of this document is held unenforceable, the remainder shall be valid. Applicant understands that it may not assign this Agreement or its rights or obligations hereunder, and any purported assignment shall be null and void. FCS may assign this agreement in its discretion. This agreement will be governed by the laws of the State of California, without regard to its conflicts of laws provisions, and the state and federal courts in Santa Clara County, California will have exclusive jurisdiction over disputes. This is the entire agreement between the parties. No amendment or waiver is valid unless signed by both parties.

By signing below, Applicant agrees to these terms and conditions as stated.

Accepted and Agreed:

_____
Applicant Company Name

_____
Signature

_____
Typed or Printed Name and Title