

# LICENSE AGREEMENT

Product Name	XG Series Basic Software
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Total number of licenses	1
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Thank you for purchasing the XG Series switch product (“**Hardware**”) and accompanying software (“**Software**,” together with Hardware, collectively, referred to as “**Product**”) manufactured by Fujitsu Limited (“**Fujitsu**”). The use of the Product is subject to Customer’s acceptance of the terms and conditions of the following requirements (“**Use Requirements**”). Please note that Customer’s use, installation or backup of the Product constitutes your acceptance of the following Use Requirements. Please keep this License Agreement in a secure location as it will not be re-issued.

## Use Requirements

### 1. Use and Copyright of the Software

Customer may use the Software solely in connection with the single Hardware that Customer has purchased. The total number of Hardware that Customer can use in connection with the Software is limited to the number of license specified above. Customer needs to purchase an additional license from Fujitsu in order to use the Software in connection with additional unit of the XG Series switch product or other functions. Customer acquires only right to use the Software by purchasing, this Software is copyrighted by Fujitsu or the third party that developed the software used in the Software.

### 2. Transfer

Customer may not assign, transfer, lease, relicense or sublicense the Software or any rights in or to the Software to third parties. Customer further agrees to keep the Software free and clear of any and all claims, liens, security interests and other encumbrances.

### 3. Modification

Customer may not modify, disassemble, decompile or reverse engineer the Software.

### 4. Scope of Warranty

- (1) If Customer notifies Fujitsu of any discrepancy between the manual, user guides or other related documents (“**Documentation**”) and the Software, Fujitsu shall, at its sole discretion, correct or provide information relating to such correction free of charge within ninety (90) days of Customer’s purchase of the Product (“**Warranty Period**”).
- (2) During the Warranty Period, if the said discrepancy between the Documentation and the Software cannot be corrected despite Fujitsu’s repeated corrections or provision of information within reasonable limits as set forth in subsection (1) above, Fujitsu shall be liable for damages incurred to Customer by reason of such discrepancy. Fujitsu’s aggregate liability for such damages shall not exceed the amount equal to the total price of the Product. Further, Fujitsu shall not be liable for (i) damages to the extent they are caused by conditions not attributable to Fujitsu, or (ii) any damages caused by special conditions such as indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, use or cost of substitute procurement, incurred by Customer or any third party, even if Fujitsu has been advised of the possibility of such damages or even if such damages are foreseeable. .
- (3) In the event a third party files a lawsuit, an appeal, a claim, or similar action (“**Claim**”) against Customer alleging that the Software infringes any patent, copyright, trademark, trade secret or any other intellectual property right (“**Intellectual Property Rights**”) of such third party, upon Customer’s request and Customer’s delegation of its rights to Fujitsu, Fujitsu shall assume control of the defense and settlement of any such Claim at its sole cost and responsibility. In such event, Fujitsu will pay for damages and expenses attributable to such Claim.
- (4) If it is determined in a final judgment or settlement that the Software infringes Intellectual Property Rights of a third party as described in subsection (3) above, Fujitsu shall take any one of the measures described below at its sole discretion:
  - a. modify the Software to be non-infringing;
  - b. obtain permission from third parties so that the Customer can use the Software; or
  - c. if in Fujitsu’s sole judgment it is not commercially reasonable to perform either of the above options, subject to the limitation of liability set forth in subsection (2) above, Fujitsu shall pay for any damages Customer has incurred due to nonuse of the Software.
- (5) If the Claim described in subsection (3) above is withdrawn based on the determination that the Software does not infringe the Intellectual Property Rights of a third party, or that the Intellectual Property Rights of a third party are invalid, the expenses incurred by the Customer or Fujitsu in dealing with such Claim shall be equally divided between Customer and Fujitsu.
- (6) Except as otherwise expressly set forth above, Fujitsu shall not be liable for any damages (including, but not

limited to, loss of profits, suspension of operations, loss of business-related information, or other monetary damages) arising out of the use or nonuse of the Product, even if Fujitsu has been advised of the possibility of such damages in advance.

(7) If the Software contains software developed by a third party vendor, the warranty with respect to such third party software is limited to those warranties provided by Fujitsu hereunder, and the third party vendor does not provide any further warranties with respect to such third party software .

#### 5. High Safety Required Use

The Customer acknowledges and agrees that the Software is designed, developed and manufactured as contemplated for general use, including without limitation, general office use, personal use, household use, and ordinary industrial uses, but is not designed, developed and manufactured as contemplated for use accompanying fatal risks or dangers that, unless extremely high safety is secured, could lead directly to death, personal injury, severe physical damage or other loss (hereinafter "High Safety Required Use"), including without limitation, nuclear reaction control in nuclear facility, aircraft flight control, air traffic control, mass transport control, medical life support system, and missile launch control in weapon system.

The Customer shall not use the Software without securing the sufficient safety required for the High Safety Required Use. In addition, Fujitsu shall not be liable against the Customer and/or any third party for any claim or damages arising in connection with the High Safety Required Use of the Software.