

FUJITSU SECURITY SOLUTION CLEARSURE

Service Agreement General Terms & Conditions of Services

By applying and using the Fujitsu Security CLEARSURE Services, you are agreeing to be bound by the following terms and conditions. We may modify these Terms at any time at our sole discretion, and such modifications shall be effective immediately upon posting of the modified Terms on the dedicated website. You agree to review the Terms periodically to be aware of such notifications and your continued access to or use of the Service shall be deemed your conclusive acceptance of the modified terms.

This Fujitsu Security Solution CLEARSURE Services Agreement (this “Agreement”) is between Fujitsu Limited (hereinafter referred as “Fujitsu”) and the Customer.

Fujitsu and the Customer are herein after referred as the “Party” or collectively the “Parties”.

WHEREAS:

The Customer agrees to use the Fujitsu Security Solution CLEARSURE Services (hereinafter refer as “Services”) for use in connection with the Customer’s business. Fujitsu agrees to provide the Services and the use of the of the Fujitsu CLEARSURE Licensed Software (hereinafter refer as “Licensed Software) for performing system lock and data wipe operation as described in Schedule 1 in accordance with the terms and conditions set out herein.

NOW IT IS AGREED as follow:

1. DEFINITIONS.

For the purposes of this Agreement, the terms listed below shall have the following meanings:

- 1.1. **Agreement** means this services agreement, including all schedules hereto, all amendments to this Agreement to be concluded by the parties in the future and all policies incorporated by reference, including without limitation the privacy policy.
- 1.2. **Application Form** means a document described as such and specifying a Service, signed by the Customer, Fujitsu’s additional resellers and accepted by Fujitsu’s reseller.
- 1.3. **Additional Reseller** is distributors and subcontractors appointed by Fujitsu’s Reseller to resell the Services.
- 1.4. **Customer** means the company or person whose application to enter into the Agreement is accepted by Fujitsu.
- 1.5. **Documentation** means the user manuals, specifications, technical information, training materials and other instructions Fujitsu provides to help the Customer use and maintain the Services.
- 1.6. **Designated User(s)** means only the individuals authorized to use the Services and the Licensed Software, all of whom must be at all times be full time employees of the Customer.
- 1.7. **Effective Date** is the date the Customer creates CLEARSURE ID to activate the Services.

- 1.8 **Licensed Software** means Fujitsu Security Solution CLEARSURE, including but not limited to its object code, protected contents and the documentation thereof, including all corrections, updates, new releases and new versions of such programs and documentation.
- 1.9 **Reseller is** Fujitsu PC Asia Pacific Limited, a member of the Fujitsu Group, with its principal place of business located at No.2 Science Park West Avenue, Unit 602-7, 6/F Bio-Informatics Centre, Hong Kong Science Park
- 1.10 **Services** are defined in Section 2 of this Agreement.
- 1.11 **User Device(s)** means any device used by the Customer and/or its Designated Users connected with the Services, including without limitation, any mobile PC used in the Customer's businesses.

2. SERVICES.

- 2.1. Services. Fujitsu shall provide to the Customer remote system lock and data wipe operation with the use of the Licensed Software in accordance with the service specification described in Schedule 1 in its sole discretion (the "Services"). The provision of Services is subject to Fujitsu's acceptance and its evaluation of the Customer's end user environment and operation conditions in which the Services will operate in. Fujitsu may at its sole discretion decline to provide the Services in the event that it deems that the environment and/or conditions is not suitable for deployment of the Services such as a change in encrypted HDD or encrypted flash memory drive (hereinafter refer as "HDD").
- 2.2. Rights Reserved. Fujitsu reserves the right to modify or suspend the Services at any time without advance notice.
- 2.3. Platforms. Fujitsu shall provide the Service and the Licensed Software to the Customer through the user dedicated website.
- 2.4. Designated Users. If the Customer authorizes its Designated Users to use the Services, the Customer must procure the due compliance of the Designated Users to this Agreement.
- 2.5. Services Not Included. The Services shall not include, and Fujitsu shall not be held responsible for, recovery of any remotely deleted data.
- 2.6. User Device. The service license is associated with the user device. The Customer agrees that the service license and the Licensed software is not transferable during the term of the Service Agreement.

3. SERVICE FEE AND PAYMENT.

- 3.1. Service Fee. Service Fee shall be provided in price lists issued or price quotations provided to Customer from Fujitsu reseller or additional resellers.. The Listed Prices do not include sales, goods, and services, withholding and excise taxes, or any other tax assessments applicable to the Services sold under this Agreement.

- 3.2. Invoicing and Payment. Fujitsu's Reseller or its Additional Reseller will invoice Customer for the provision of Services at the applicable rate placed under each or any of the Application Form placed by Customer. Customer will be invoiced in full in accordance with the quantity of User Devices subscribed to the Services as indicated in the Application Form. There will be no refunds or credits on the Services Fee for Services or User Devices that is not activated in part or in whole by the Customer. All payments due to Fujitsu, its Reseller or Additional Resellers hereunder shall be free of withholding tax or other charges unless required by law.

4. INTELLECTUAL PROPERTY RIGHTS.

To the extent that the Licensed Software is provided as part of the Services, such Licensed Software is subject to the following terms:

- 4.1. Title. The Licensed Software and Services (hereinafter referred as Proprietary Product) is proprietary product of Fujitsu or third parties from whom Fujitsu has obtained licensing rights. The Proprietary Product is licensed, not sold, to the Customer. Fujitsu or such third parties retain title to the Proprietary Product (including any copies thereof made by the Customer) and all intellectual property rights recognized in any jurisdiction relation to the Proprietary Product. Fujitsu retains the right to utilize its affiliated companies, authorized distributors, authorized resellers and other third parties in pursuing any of its rights and fulfilling any of its obligations under this Agreement.
- 4.2. License Granted. Subject to the terms and conditions of this Agreement, Fujitsu hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable and time limited license for the Customer to use the Proprietary product and to access and use the Documentation in accordance with this Agreement.
- 4.3. Customer's Warranty. The Customer shall not, without Fujitsu express written permission, use in advertising, publicity, or otherwise any trade name, domain name, trademark, trade device, service mark, copymark, intellectual property, other property, symbol, code or specification or any abbreviation, contraction, or simulation of Fujitsu thereof, nor shall the Customer claim any ownership therein.
- 4.4. Restricted to Licensed Software. The Customer shall not nor allow others to:
- (i) use or reproduce the Licensed Software except as expressly permitted in this Agreement;
 - (ii) separate the components of the Licensed Software for any unauthorized use that are not permitted by Fujitsu;
 - (iii) without authorization from Fujitsu, lease, rent, loan, distribute or otherwise transfer the Licensed Software to any third party;
 - (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Software;
 - (v) remove, alter or obscure any proprietary notices on the Licensed Software or Documentation;

- (vi) permit any third party to access or use the Licensed Software, unless such third party is an authorized Designated User using the Software solely as necessary for the Customer to enjoy the benefits of the Services, and the Customer is responsible for any breaches by such third-party; or
- (vii) corrupt or otherwise destroy the Licensed Software and shall not in any way disrupt or interfere with any Services provided by Fujitsu.

Under no circumstances that the Customer may use the Licensed Software for an application that is intended for software or application development purposes.

5. TERM. This agreement is effective as of the Effective Date and the term of subscription shall be 12 months or an extended term as indicated in the CLEARSURE Application Form as entered between Fujitsu and the Customer. This Agreement will remain in effect until terminated by any Party in accordance with Section 6 of this Agreement.

6. TERMINATION.

- 6.1. Fujitsu reserves the right and without any liabilities to terminate the Services at any time in its absolute and sole discretion.
- 6.2. This Agreement and all rights granted to the Customer hereunder, shall terminate and cease upon the earlier of
 - (i) the expiration of the subscription term in Section 5. (the end of the month from which the term has lapsed);
 - (ii) such time that the Customer fails to comply with any of the provision of this Agreement;
 - (iii) the Customer's use of Services in an attempt to gain unauthorized access to computer systems (i.e. "hacking");
 - (iv) the Customer's use of Services in breach of any laws; or
 - (v) such time that Fujitsu provided written notice to the Customer.
- 6.3. In this Agreement, "Termination Date" shall mean the date upon which any termination of this Agreement, for any reasons provide in this section, becomes effective.
- 6.4. Upon termination, the Services will no longer be available. The Customer agrees to immediately cease using the Services and erase the Licensed Software from the User Devices, including all accompanying documents.
- 6.5. In the event of termination without cause by Customer, there will be no refunds or credits for partial months of utilization of Service or for remainder period of the term.
- 6.6. All terms of this Agreement that should be their nature survive termination will survive, including Sections 1 (Definition), 6(Termination), 10(Data Protection), 11(Privacy), 12(Limitation of Liability), 13(Indemnification), 14(Confidentiality), 16.7(Governing Law and Jurisdiction) and 16.8(Attorney Fees).

7. CUSTOMER'S RESPONSIBILITIES.

- 7.1. The Customer must appoint an employee to serve as the administrator for this service (hereinafter refer as the "Administrator"). The Administrator is responsible for administering the names of authorized employees and requesting user registration.
- 7.2. The Customer is responsible for identifying and authenticating Designated Users, for approving access by such Designated Users to the Services, for controlling against unauthorised access by the Designated Users, and for maintaining the confidentiality of usernames, passwords and account information. Fujitsu is not responsible for any harm caused by the Designated Users, including individuals who were not authorized to have access to the Services but who were able to gain access. The Customer is responsible for all activities that occur under the Customer and Designated Users' usernames, passwords or accounts or as a result of the Customer or Designated Users' access to the Services, and agree to notify Fujitsu immediately of any unauthorized use. The Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services.
- 7.3. The Customer agrees to at its own cost and expense:
 - (i) provides an operating environment recommended by Fujitsu and as defined in user dedicated website including but not limited to hardware, software, communication environment, equipment etc.;
 - (ii) provides User Devices that meet the operating condition including but not limited to device type, operating system, browser as defined in user dedicated website;
 - (iii) download the Licensed Software from user dedicated website to User Device;
 - (iv) provide an environment where internet access and email is available. Internet connectivity and email is necessary to facilitate online user registration and service activation;
 - (v) maintain efficient internal IT system and also the internet connection linking to the user dedicated website and in the format specified by Fujitsu from time to time;
 - (vi) bear all communication/internet charges incurred in using the Services;
 - (vii) perform backup function of data as deem appropriate by the Customer;
 - (viii) give all reasonable assistance and support to Fujitsu and to enable Fujitsu to perform its obligations under this Agreement;
 - (ix) at all times keep and procure the password/key and log-in information confidential; and
 - (x) at all times comply with the obligations of non-infringement of intellectual property rights, data protection and confidentiality as per section 4, 10 and 14 of this Agreement.
- 7.4. The Customer shall provide valid business email address when requesting for user registration online and to ensure that the Services operates on valid licensed devices that are properly authorize by Designated Users. In the event that Fujitsu determines that the email account used for application to the Services is invalid, Fujitsu reserves its absolute right to remove Designated Users from registration and the Services.
- 7.5. The Customer shall uninstall the Licensed Software installed in the applicable User Device in the event that the User Device is to be transferred to another party.

- 7.6. The Customer shall carry out the reset operation procedure as recommended by Fujitsu when there are changes or upgrades to User Device, such as when the HDD; communication module; main board or SIM card is replaced. Changes and upgrades to User Device may impede on the performance of the service and Fujitsu does not warrant that the Service is compatible with all devices.
- 7.7. It is the Customer's responsibility to ensure that the wireless communication function of the User Device is set to OFF mode in the following locations:
- (i) Hospitals or where medical equipment is present and in operation. End User Device is prohibited in Surgery room and all intensive care units.
 - (ii) Locations where wireless communication is restricted or sanctioned by regulations.
- 7.8. Fujitsu may update or change the Licensed Software and the Services for enhancement from time to time and the Customer agrees to cooperate and promptly perform such steps as necessary to install updates and upgrades to the Licensed Software and the Services.

8. MAINTENANCE AND UPDATES. Fujitsu shall have no obligation to repair or maintain any equipment of the Customer, whether for the purpose of connecting its equipment to the Services or not. Support will be provided at Fujitsu's sole discretion and may be conditioned upon payment of additional fees.

9. WARRANTY AND LIMITATIONS.

- 9.1. Warranty. Fujitsu warrants that the Services will be performed in compliance with Fujitsu sales literature for the Service or Fujitsu website and/or as specified in your invoice/order confirmation.
- 9.2. As Is for Services. Fujitsu provides the Services at its discretion and on an "As Is" basis and without warranty of any kind (whether express, implied or statutory).
- 9.3. As Is for Licensed Software. Fujitsu provides the Licensed Software to support the Services at its discretion and on an "As Is" basis and without warranty of any kind. Fujitsu disclaims all warranties or liability to the Customer including the implied warranty of merchantability and fitness for a particular purpose. Fujitsu does not warrant that the Customer use of the Licensed Software shall be uninterrupted or error-free.
- 9.4. Sole Warranty. Section 9 hereof constitutes the sole warranty made by Fujitsu, either expressed or implied. There are no other warranties expressed or implied which extend beyond the face hereof, herein, including the implied warranties of merchantability and fitness for a particular purpose. In no event shall Fujitsu be liable for any incidental or consequential damages. The Customer acknowledges that it has not relied on any representations or warranties other than those in Section 9 hereof.
- 9.5. No Warranties. The Customer agrees that the operation and availability of the systems used for accessing and interacting with the Services, including telephone, 3G/LTE networks and the Internet, or for transmitting information can be unpredictable and may, from time to time, interfere with or prevent the access or use or operation of the Services. Fujitsu will not be liable for any such interference with or prevention of the Customer or its Designated User's access to or use of the Services or the impact such interference or prevention may have on our ability to perform the Services.

- 9.6. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 9.1, FUJITSU EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, CONTRACTUAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR SECURITY. FUJITSU DOES NOT WARRANT THAT ANY SERVICE WILL MEET RESELLER'S, ADDITIONAL RESELLER'S OR ANY CUSTOMER'S REQUIREMENTS OR THAT ANY SERVICE'S OPERATION WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.
- 9.7. EXCEPT FOR EACH PARTY'S LIABILITY ARISING OUT OF ITS PAYMENT AND CONFIDENTIALITY OBLIGATIONS, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LIABILITY FOR ALL CLAIMS ARISING HEREUNDER, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO FUJITSU UNDER THIS AGREEMENT WITH RESPECT TO THE AGREEMENTS GIVING RISE TO SUCH LIABILITY DURING THE SIX (6) MONTHS PRECEDING THE MOST RECENT EVENT.

10. DATA PROTECTION.

- 10.1. Consent to the Use of Data. The Customer agrees that Fujitsu and its subsidiaries, affiliates and third party service providers may collect and use technical information gathered in any manner in connection with this Agreement as part of the product support services provide to the Customer, if any, related to the Services and Licensed Software. Fujitsu may also use this information to improve our solution, to provide customized services or technologies to the Customer and to provide the Customer with marketing materials relating to new products (and the Customer expressly consents to these uses). Fujitsu may disclose this information to others, but not in a form that personally identifies an individual, except to our subsidiaries, affiliates and third party service providers to support this Agreement or to provide the Customer with product support services.
- 10.2. Each Party agrees to use its best efforts to maintain the security and integrity of the system maintained by each Party to protect the personal data against any data breach.
- 10.3. Each Party warrants that it shall comply with its obligations under applicable data protection laws. The Customer agrees that the Customer is the data controller in respect of all personal data processed and has obtained consent from its users on the processing of personal data.
- 10.4. The Customer is solely responsible for maintaining the content in the User Device. Fujitsu is not liable for any contents deleted or loss, file corruption, any incompleteness, inaccuracies, error, omission, misstatement, unavailability, interruption, or any delay in transmission of any data or content due to whatever reason.

10.5. In order to carry out any commands in associated with the Services, the Customer shall login the user dedicated website with the login ID and password provided. It is the sole responsibility of the Customer to, and procures its Designated Users to, maintain the secrecy of the login ID and password to access the user dedicated website. Fujitsu shall not be responsible for any loss or damages arising out of the loss of secrecy of the login ID and password. Fujitsu shall also not be responsible for any retrieval of data.

11. PRIVACY. Fujitsu will at all times comply with its own privacy policy which is available at <http://www.fujitsu.com/global/com/about/resources/privacy/>. The privacy policy is subject to change at Fujitsu's discretion. The Customer is responsible for developing and communicating a privacy policy at the same level or above the privacy policy of Fujitsu, if it gathers any personal information from its users. The Customer is also responsible for communicating a disclaimer to such users and procuring their agreement so as to giving due protection to Fujitsu.

12. LIMITATION OF LIABILITY. To the maximum extent permitted by Law:

12.1. Fujitsu shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, unauthorized access into the Services, any technical malfunctions of any communication network, equipment, systems, servers or traffic congestion on the 3G/LTE network or the internet or at any website or combination thereof.

12.2. In no event will Fujitsu (including its directors, officers, employees, contractors, agents and/or affiliates) or its suppliers or licensors be liable to the Customer or any third party for consequential, incidental, indirect, punitive, exemplary or special damages, including but not limited to loss of, or damage to, data, loss profits, business, or revenue; or anticipated savings, replace costs or costs of substitute products arising out of or in connection with this Agreement, except as expressly provided herein, regardless of whether Fujitsu has been apprised of the likelihood of such loss or damages occurring.

12.3. Without prejudice to section 12.2, the Customer expressly agrees that Fujitsu will bear no liabilities as to loss of data and/or damage to the User Devices.

13. INDEMINIFICATION.

13.1. The Customer will indemnify, defend and hold Fujitsu, its representative, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Services harmless from and against any and all damages, costs, liabilities, losses and expenses (including without limitation reasonable legal fees) resulting from any claim, suit, action or proceeding, including any claim brought by a third party (each an "Action") against Fujitsu or its affiliates, its representative, its officers, directors, employees, agents, licensors or suppliers of (i) the use of the infringement or misappropriation of any intellectual property right relating to the use of the Services and/or the System, (ii) personal injury caused by the negligence or wilful misconduct of the Customer or its representatives, its officers, directors, employees, agents, licensors or suppliers, (iii) loss of data, damage of User Devices and property damage caused by the Customer or its representatives, its officers, directors, employees, agents, licensors or suppliers, (iv) Customer's failure to use reasonable security precautions, (v) a breach by the Customer of this Agreement, or (vi) the use of the Services by the Customer and its users.

- 13.2. Each party's indemnification obligations hereunder shall be subject to (i) receiving prompt written notice of the existence of any Action, (ii) permitting indemnifying party to, at its option, control the defence of the Action, and (iii) receiving full cooperation of the party seeking indemnification in the defence of the Action. The party seeking indemnification shall, at its option, be entitled to participate in the defence of the Action, at its sole expense.

14. CONFIDENTIALITY.

- 14.1. Confidential Information. All technical information and all software and related Documentation in whatever form recorded, which may furnish hereunder or has furnished in anticipation of this Agreement (collectively known as "Confidential Information"), shall remain the property of Fujitsu. Unless Fujitsu otherwise agrees in writing, such Confidential Information shall be treated in confidence by the Customer and used by the Customer only for the purposes to install, operate, and maintain the Services and shall, together with all copies thereof, be returned or destroyed upon request by Fujitsu or upon Termination.
- 14.2. Restrictions on Use and Disclosure. The Customer shall not disclose the Confidential Information except (i) on a need-to-know basis, to its Designated Users, who shall be subject to similar confidential obligation hereunder; or (ii) as required by law, governmental regulation or requirement, court order, or subpoena, in which case and subject to applicable law. The Customer shall not use Confidential Information except as required to perform its obligations under this Agreement.
- 14.3. Exclusions. The above conditions do not apply to any part of the Confidential Information which is in the public domain.
- 14.4. Standard of Care. The Customer shall notify Fujitsu promptly upon its discovery of any unauthorized use or disclosure of Confidential Information by the Customer's employees, representatives, or agents, and will use commercially reasonable efforts to regain possession of all Confidential Information and to prevent any further unauthorized use or disclosure.
- 14.5. Survival upon Termination. Termination of this Agreement on whatever reasons does not under any circumstances terminate the confidentiality obligations of the Customer.

- 15. EXPORT CONTROL.** The Customer agrees that the Licensed Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any export laws, restrictions or regulations (collectively the "Export Laws) in any jurisdiction. In the event that the Software is identified as an export controlled item under the Export Laws in any jurisdiction, the Customer represents and warrants that the Customer is not a citizen of, or located within an embargoed or otherwise restricted nation and that the Customer is not otherwise prohibited under the Export Laws from receiving the Licensed Software.

16. MISCELLANEOUS.

- 16.1. Entire Agreement. This Agreement (including Schedules) constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings between the Parties regarding the subject matter hereof. There are no agreements, understandings or promises, whether express or implied, that the Customer has relied upon in signing this Agreement or that will be legally binding or enforceable against Fujitsu other than this Agreement.
- 16.2. Waiver. No waiver of any provision of this Agreement or any rights or obligations of either Party hereunder shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.
- 16.3. Amendments. Fujitsu reserves the right to vary or amend the provisions of this Agreement at any time and from time to time and such amended terms and conditions shall be binding on the Customer upon such amendment coming in to effect.
- 16.4. Severability of Provisions. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 16.5. Assignment. The Customer shall not assign or transfer this Agreement or any of its rights, duties obligations hereunder, and this Agreement shall not be assigned or assigned by operation of law in any manner without the prior written consent of Fujitsu, which consent may be granted or withheld by Fujitsu in its sole discretion. Any attempted consent may be granted or withheld by Fujitsu in its sole discretion. Any attempted assignment without such consent shall be null and void. Fujitsu shall have the right to assign or transfer this Agreement or any interest herein (including rights and duties of performance) to any entity.
- 16.6. Binding. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective legal successors and permitted assigns.
- 16.7. Governing Law and Jurisdiction. This Agreement and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of Japan. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitral award is final and binding upon both Parties.
- 16.8. Attorneys' Fees. In the event any litigation or other proceeding is brought by either Party in connection with this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to recover from the other Party all costs, attorneys' fees and other expenses incurred by such prevailing Party in such litigation.

- 16.9. Force Majeure. Fujitsu shall not be deemed in default if its performance or obligations hereunder are delayed or become impossible or impractical by reason of any act of God, war, fire, earthquake, labor dispute, sickness, accident, civil commotion, epidemic, act of government or government agency or officers, or any other cause beyond such Party's control. In such case, the Party so affected shall give prompt, written notice to the other Party, and shall resume performance promptly once the foregoing condition has abated. The Party not affected by such act or condition may halt its performance hereunder until such time as the affected Party resumes its performance. Notwithstanding the foregoing, a change in economic conditions or technology shall not be deemed a force majeure event.
- 16.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 16.11. Equitable Relief. The Customer acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or the Confidential Information of Fujitsu will cause Fujitsu irreparable injury for which there are inadequate remedies at law, and therefore Fujitsu will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law.
- 16.12. Heading. Headings used in this Agreement are provided for convenience only, and shall not in any way affect the meaning or interpretation hereof.
- 16.13. Notice. All notices required or permitted hereunder shall be in writing and sent by hand delivery, certified mail (return receipt requested), or a recognized courier service that keeps records of deliveries and attempted deliveries. Any notice intended for the Customer shall be addressed to the address as indicated in the Application Form. Any notice intended for Fujitsu shall be addressed as follows: located at No.2 Science Park West Avenue, Unit 602-7, 6/F Bio-Informatics Centre, Hong Kong Science Park; Contact person: Head of Customer Relationship Department. Notwithstanding the foregoing, either party may from time to time change its address for delivery of notices by delivering notice of the new address to the other party in accordance with this Section. Any notice sent in accordance with this Section shall be deemed to have been received on the earlier of (i) the day of actual delivery, and (ii) the business day following that on which it was sent.

SCHEDULE 1
FUJITSU SECURITY SOLUTION CLEARSURE
SERVICE SPECIFICATION

SERVICE OVERVIEW

Fujitsu CLEARSURE offer remote data erasure and protection on mobile PC, using 3G/LTE network to perform system lock and data wipe operation. Fujitsu CLEARSURE is provided to Designated User through user dedicated website. The following describes the security features of Fujitsu CLEARSURE and its operation procedures:

1. Activating Remote Lock of User Device

User device will be remotely locked when the PC lock command is executed. The PC lock command will terminate the bios activity of the User Device; disable the operating system of the User Device to render User Device unbootable.

2. Activating Remote Data Erasure on the User Devices

Data deletion command will remotely delete encryption key on HDD thus preventing the access and restoration of data. Data is not recoverable once the data deletion command is executed.

3. Deactivating Remote Lock

Cancel command will deactivate the secure lock status of the User Device that was triggered during the execution of the Remote Lock command (Schedule 1-Section 1) and Remote Data Erasure (Schedule 1-Section 2). The cancel command is to be restrictive in its application up to 5 executions per month.

4. System Log

A system log enables you to track User Device, location, events and activities.

5. The above operation command in above section 1 to 4 will be impeded in certain conditions including and not limited to the following:

- 5.1 The User device is outside a communication network area;
- 5.2 The WIFI function of the User Device is set to OFF mode;
- 5.3 The battery of the User Device is depleted or at a critical low level;
- 5.4 The battery of the User Device is detached;
- 5.5 The User Device is not functioning;
- 5.6 The User Device is located at an area where the network is congested;
- 5.7 SIM card in the User Device is removed;
- 5.8 The User Device is used in an environment that is beyond the normal scope and condition of operation;
- 5.9 The User Device is installed with a non-encrypted HDD or non-encrypted flash memory disk.
- 5.10 The User device is in a state in which the command cannot be received.