

Schedule 2

Service Portal Conditions of Use

Objective

The purpose of this schedule is to set out the conditions of use of the Service Portal.

If this schedule contains provisions that differ from the provisions of the FUJITSU Cloud Service S5 Usage Agreement, the provisions of FUJITSU Cloud Service S5 Usage Agreement shall prevail.

1. Issuing IDs

1. Following its acceptance of the terms of this Agreement, the Customer will be issued with:
 - (1) a Portal Usage ID, which will enable the Customer to access and use the Service Portal; and
 - (2) a Customer Contract Number, which is required to identify Customers.
2. Following its acceptance of the terms of this Agreement, Fujitsu may, at its discretion, also issue the Customer with electronic certificates when it uses the Service. This is for the purpose of authenticating whether the persons attempting to use the Service are who they claim to be.
3. Fujitsu reserves the right not to issue the Customer with a Portal Usage ID in the following circumstances:
 - (1) When the Customer makes a false statement in any application or other submission;
 - (2) When there is a risk that the Customer may fail to pay the fees associated with the use of the Service;
 - (3) When it is technically difficult to provide the Service;
 - (4) If the Customer has breached a contract with Fujitsu or any of its affiliates in the past;
 - (5) When issuing a Portal Usage ID would impede Fujitsu or any of its affiliates in the conduct of its business activities; and
 - (6) Where Fujitsu deems that issuing a Portal Usage ID would be inappropriate.

2. Responsible Person

1. Before receiving a Portal Usage ID, the Customer must nominate one person (hereafter “the Responsible Person”) to manage use of the Service.
2. The Customer must inform Fujitsu of the Responsible Person’s name and contact details note this information on the Application Form.
3. If changes arise regarding the contact details of the Responsible Person or any other items that have been notified to Fujitsu during the Term, the Customer must promptly inform Fujitsu of the change via the Service Portal.
4. FUJITSU DISCLAIMS ALL LIABILITY FOR ANY LOSSES OR DAMAGE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS ARISING OUT OF OR IN CONNECTION WITH FALSE STATEMENTS, INCORRECT ENTRIES, DELAYS IN CHANGING THE CUSTOMER INFORMATION OR OTHER CUSTOMER RELATED INFORMATION ON THE SERVICE PORTAL.

3. Responsibility for Costs

1. The Customer acknowledges and agrees that the cost of the devices and communications environment required to use the Service Portal shall be borne by the Customer.

4. Managing Portal Usage IDs

1. The Customer agrees not to disclose or lend the Portal Usage ID, passwords, electronic certificates, or other items that have been issued in relation to the Service Portal or the Service to third parties.
2. The Customer acknowledges and agrees that it must strictly manage the Portal Usage ID to ensure that it does not become known to third parties (including taking such actions as changing the password from time to time).
3. FUJITSU DISCLAIMS ALL LIABILITY FOR ANY LOSSES OR DAMAGE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER’S MANAGEMENT OF PORTAL USAGE ID,

MISTAKES IN USING THE PORTAL USAGE ID OR THE USE OF PORTAL USAGE ID BY THIRD PARTIES.

4. If a third party uses the Customer's Portal Usage ID, any such actions taken by the third party shall be regarded as the actions of the Customer. Accordingly, the Customer agrees that it will be solely responsible to Fujitsu for all activities that occur under the Customer's Portal Usage ID and the Customer agrees to notify Fujitsu immediately it becomes aware of any unauthorized use of its password or account.
5. The Customer agrees to defend, hold harmless indemnify Fujitsu, its affiliates, agents and subcontractors, and each of their partners, principals, members, employees and other personnel against any claim or proceeding that is made, threatened or commenced, and against any liability, loss, damage or expense (including legal costs on a full indemnity basis) any of them incurs or suffers, as a direct or indirect result of damage to or loss to Fujitsu or a third party caused by or in connection with use of the Customer's Portal Usage ID.
6. The Customer acknowledges and agrees that if it does not use the Service Portal for a period of more than 90 consecutive days, Fujitsu may delete the Customer's Portal Usage ID and terminate the Customer's use of the Service Portal without prior notice.

5. Intellectual Property in the Service Portal

1. Unless otherwise indicated, all Intellectual Property in the Service Portal is owned or licensed by Fujitsu or third parties.
2. Unless expressly stipulated otherwise, the Customer shall not duplicate, adapt or make public broadcasts of any software or content (including converting the software and content into a transmittable form) that appears on the Service Portal.

6. Handling Confidential Information

1. The Customer agrees not to disclose the information published on the Service Portal (except for web pages for which access control via the Portal Usage ID has not been established) to third parties, other than those directors and employees of the Customer who need to know this information in order to use the Service Portal.

7. Temporary Service Interruptions and Stoppages

1. The Customer acknowledges and agrees that Fujitsu may interrupt the use of the Service Portal without prior warning to the Customer at any time, including but not limited to:
 - (1) When there are faults or other problems with the facilities for providing the Service Portal;
 - (2) When interruptions cannot be avoided for technical or operational reasons;
 - (3) When it is not possible to use the telecommunications line due to reasons attributable to of the telecommunications carrier;
 - (4) When Fujitsu deems that use of the Service Portal would impede the provision of the Service Portal, due to a marked increase in either the number of accesses to the Service Portal or the volume of data transmitted; and
 - (5) When it is not possible to provide the Service Portal due to Force Majeure events, such as natural disasters.
2. FUJITSU DISCLAIMS ALL LIABILITY FOR ANY LOSSES OR DAMAGE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS ARISING OUT OF OR IN CONNECTION WITH THE CUSTOMER'S OR A THIRD PARTIES' INABILITY TO USE ALL OR PART OF THE SERVICE PORTAL.