

Schedule 3

Microsoft Software End User License Agreements

Objective

The purpose of this schedule is to provide the Customer with third party licensor's conditions of use.

If this schedule contains provisions that differ from the terms of the Agreement, the provisions of this schedule shall prevail.

Software License

Where Fujitsu America provides software to the Customer, Fujitsu America grants the Customer a, non-exclusive, non-transferable (with no right to sub-license or provide access to third parties), terminable and limited license to use the software for the Term, subject to:

- (a) the payment of any applicable software license charges by the Customer; and
- (b) the Customer complying with the End User License Terms in this Schedule.

End User License Agreement Relating to the Use of Microsoft Software Products

Background

This End User License Agreement stipulates how the Customer can use Microsoft software with the Service. As part of the Service, Fujitsu America shall provide Microsoft software in accordance with the following conditions. Microsoft software products provided by Fujitsu America include the associated media, printed materials and online or electronic documentation (hereafter referred to as "the Software", either individually or collectively). Fujitsu America shall not own the Software, rather the Customer shall use the Software in accordance with certain rights and restrictions as notified by Fujitsu America. The Customer may only use the Software on condition that the Customer adheres to the FUJITSU Cloud Service S5 Usage Agreement and the terms of the End User License Agreement that appears below. Fujitsu shall provide the Software in a state where certain setup tasks prescribed by Fujitsu America have been carried out on the original copies that Fujitsu America has received from Microsoft. (The Software in this state is hereafter referred to as "the master version".) In the event that the Software provided to the Customer does not match the master version, Fujitsu America shall correct the mismatch, but Fujitsu's responsibility in relation to the software products shall be limited to this extent. If the Customer uses the Software to provide a software service to third parties, the Customer shall (1) conclude agreements with the users of the software service that impose obligations at least equivalent to those stipulated by this license agreement, and (2) notify Fujitsu America of the fact that the Customer is implementing this software service.

1. Definitions

Client Software means software that calls the services or functions of Server Software from a Device, or which enables these services or functions to be used.

Device means computers, workstations, terminals, handheld PCs, pagers, telephones, personal digital assistants (PDAs), smart phones or any other electronic device.

Server Software means software that provides services or functions on a computer that functions as a server.

2. Using this Software Product

The Software has been licensed to Fujitsu America by companies affiliated with Microsoft Corporation (hereafter "Microsoft" in this license agreement). Microsoft or its suppliers own the rights and intellectual property associated with the Software (and elements such as images, photographs, animation, video, sound, music, text, and applets). The Software is protected by copyright law, and other intellectual property laws and treaties. Ownership rights or intellectual property rights for the Software shall not be transferred to the Customer as a result of the Customer holding, accessing or using the Software.

3. Using Client Software

The Customer may only use the Client Software that Fujitsu America has installed on the Customer Devices in conjunction with the Fujitsu service, in accordance with the instructions and conditions that have been provided to the Customer by Fujitsu America. This End User License Agreement shall permanently take precedence over the Microsoft End User License Agreement that is displayed in electronic format while the Customer is using the client software.

4. Using Redistributable Software

In relation to the Services provided to the Customer by Fujitsu America, in some cases the Customer may be granted permission to access sample code, redistributables, or software code or tools (hereafter referred to individually or collectively as “Redistributable Software”). The Customer may not use, modify, copy or distribute Redistributable Software without explicitly agreeing to and complying with the additional conditions listed in the Service Provider Product License Guide, which impose additional obligations indicated by Fujitsu America. Microsoft shall not grant permission for the Customer to use any Redistributable Software unless the Customer explicitly agrees to and comply with the additional conditions that Fujitsu indicates to the Customer.

5. Copying

The Customer may not create copies of the Software. However, the Customer may either a) install one copy of particular Client Software on a Device with the explicit permission of Fujitsu America, or b) create copies of certain Redistributable Software in accordance with paragraph 4 “Using Redistributable Software” above. The Customer must erase or destroy all such Client Software and Redistributable Software in the event that the Service Usage Agreement with Fujitsu America terminates, the Customer receives a notification from Fujitsu America, or the Device is transferred to another individual or corporation, whichever comes first. The Customer may not copy any of the printed materials associated with the Software.

6. Limitations on Reverse Engineering, Decompilation, and Disassembly

The Customer may not reverse engineer, decompile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

7. Rental

The Customer may not directly or indirectly rent, lease, or lend the Software to third parties, or use these software programs as collateral; nor can the Customer allow third parties to access or use the functions of the Software.

8. Termination

Without prejudice to any other rights, Fujitsu America may terminate the Customer’s right to use the Software if the Customer violates this End User License Agreement. If either the agreement between Fujitsu America or its affiliates and Microsoft or the agreement between the Customer and Fujitsu America granting the Customer a license to use the Software is terminated, the Customer shall cease using the Software and destroy all copies of the Software and all of its component parts.

9. No Warranty, Liability, or Aid Provided by Microsoft

Any warranties, compensation for damages, or remedies that are provided to the Customer shall only be provided by Fujitsu America and not by Microsoft or its affiliates.

10. Product Support

Product support for the Software included in the Fujitsu Cloud infrastructure shall be provided by Microsoft , and not by Fujitsu America or any of its affiliated companies.

11. Fault Tolerance

The Software may include technology that does not have a fault-tolerant function. The Software has not been designed, manufactured or intended for use in environments or applications where failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage.

12. Export Restrictions

The Software is made in U.S.A. and subject to U.S. export jurisdiction. The Customer agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S., Japanese and other governments. For more information, see <http://www.microsoft.com/exporting/>.

13. Responsibility for Contract Violations

The Customer agrees that it is directly and legally responsible to Microsoft for violations of this End User License Agreement, in addition to all of the Customer responsibilities to Fujitsu America.