

Fujitsu Research Portal Terms of Use

*Please refer to Article 8 for information on the handling of personal information.

The person (hereinafter the "Applicant") who are interested in using the R&D functions (hereinafter the "Provided Functions") provided by Fujitsu Research, the research and development division of Fujitsu Limited shall register with the Fujitsu Research Portal (hereinafter the "Portal") published by Fujitsu Limited (hereinafter "Fujitsu") and agree to the following Terms of Use (including the Appendix A, hereinafter collectively the "Terms of Use"). Furthermore, the Applicant shall be deemed to have agreed to the Terms of Use upon their application for user registration with the Portal.

Article 1 (Outline and Application of the Terms of Use)

1. The purpose of the Terms of Use is to set forth the terms and conditions for using the Provided Functions and the Portal.
2. In addition to the Terms of Use, user manuals and guidelines separately posted to the Portal (hereinafter "User Manuals, etc.") shall also constitute a part of the Terms of Use regardless of the name. However, in the event that there are provisions that differ between the Terms of Use and the User Manuals, etc., the provisions of the Terms of Use shall prevail.
3. Fujitsu may change the Terms of Use and User Manuals, etc., without prior notice if it deems it necessary. In addition, when Fujitsu changes the Terms of Use and User Manuals, etc., it will notify or disclose the same to the public in a manner it deems appropriate, such as posting the same on the Portal website. Any changes to the Terms of Use and User Manuals, etc., shall become effective upon notice or disclosure by Fujitsu.
4. Fujitsu will provide the Functions described in Article 3 to the Applicant registered as a user on the Portal in accordance with Article 4 (hereinafter the "User").

Article 2 (Prerequisites)

1. The User hereby represents and warrants that they must (i) be at least 16 years of age to use the Portal and (ii) reside in the following area.
 - (1) Japan
 - (2) UK (the United Kingdom of Great Britain and Northern Ireland)
 - (3) EEA (EU countries and also Iceland, Norway and Liechtenstein)
 - (4) US (the United States of America)
 - (5) Oceania (Australia and New Zealand)
 - (6) ASEAN (Republic of Singapore, Republic of the Philippines and Malaysia)
 - (7) State of Israel
 - (8) India (Republic of India)
 - (9) China (People's Republic of China)

- (10) Canada
- (11) Republic of Korea
- (12) Swiss Confederation
- (13) Taiwan
- (14) Hong Kong SAR
- (15) Indonesia (Republic Indonesia)
- (16) Thailand (The Kingdom of Thailand)
- (17) Vietnam (Socialist Republic of Vietnam)

In the event that Fujitsu suffers any damage (including but not limited to a surcharge from the EU authorities for a violation of the General Data Protection Regulation) due to a breach of the representation or warranty set forth in this clause, the User shall compensate for all of such damage.

2. The User shall prepare the client environment (including but not limited to hardware, software, network equipment, etc.; hereinafter collectively the “User Terminal Environment”) at the User’s responsibility and expense, then connect it with Fujitsu’s Provided Functions environment (hereinafter “Fujitsu’s Environment”).
3. The User shall comply with the terms and conditions regarding the use of open-source software or software provided by a third party if such terms and conditions are stated in the Provided Functions.
4. The User shall use the Provided Functions within the scope and conditions set forth in Appendix 1 and shall not use the same in any manner other than as set forth in Appendix 1 (including, without limitation, using the same in conjunction with other services owned by the User or a third party).

Article 3 (Contents of the Provided Functions)

1. The details of the Provided Functions shall be as set forth in Appendix 1.
2. The User shall connect the Provided Functions to Fujitsu’s Environment and use the Provided Functions in compliance with the matters stipulated in the Terms of Use and the contents stipulated in Appendix 1 (including but not limited to matters related to the User Terminal Environment and restrictions).
3. Fujitsu shall be entitled to change the contents of the Provided Functions without prior notice to and approval from the User. In addition, Fujitsu shall not be liable for any damage incurred by the User due to such change.

Article 4 (User Registration)

1. The Applicant shall agree to the Terms of Use and apply for user registration in the form prescribed on the Portal. Fujitsu shall send an email to the Users who have completed the procedures for user registration to the effect that registration has been completed.
2. Fujitsu may not accept the application mentioned in the preceding paragraph if it falls under any of

the following.

- (1) If false information was submitted
 - (2) If the user registration has been canceled due to a breach of the Terms of Use in the past
 - (3) If there is a significant difficulty in the operation of the Portal
 - (4) If the registration is otherwise refused at Fujitsu's discretion
3. In the event of any change in the information (name, email address, telephone number, and username; hereinafter collectively "User Information") entered at the time of the application mentioned in clause 1 of this article, the User shall promptly carry out the Fujitsu's prescribed change procedures.

Article 5 (No Usage Fee)

The User may use the Provided Functions on the Portal free of charge.

Article 6 (Intellectual Property Rights, etc.)

1. The User acknowledges that all intellectual property rights (including but not limited to copyrights, patents, utility model rights, design rights, trademark rights, and know-how, the same shall apply hereinafter) relating to any and all contents provided on the Portal (including the Provided Functions, User Manuals, etc., and any other information. Hereinafter collectively the "Content, etc."), belong to Fujitsu or those who have granted licenses to Fujitsu, and that consenting to the Terms of Use does not grant the use of such intellectual property rights beyond the scope necessary for the use of the Provided Functions. Except as expressly permitted, the User shall not reproduce, modify, publicly transmit, decompile, or disassemble the Content, etc., and shall not cause any third party other than the User to perform such acts. In addition, if any conditions for the use of the Content, etc., are set by a third party, the User shall use the Content, etc., in accordance with said conditions.
2. The User may (but is not obligated to) provide feedback, including any and all test results, error data, reports or other information (hereinafter collectively "Feedback") to Fujitsu through the Portal. Should the User provide Fujitsu with the Feedback, then the User hereby grants to Fujitsu a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, modify and otherwise dispose of the Feedback for any purpose, including, but not limited to, incorporation or implementation of such Feedback into Fujitsu's products or services, and to display, market, sublicense and distribute such Feedback as incorporated or embedded in any product or service distributed or offered by Fujitsu.
3. The handling of intellectual property rights in applications, etc. created by the User using the Content, etc. (hereinafter "User Applications") shall be as follows:
 - (1) The intellectual property rights of the newly created part of the User Application belongs to the User.
 - (2) If a User Application contains the Content, etc., the intellectual property right of the Content, etc. shall belong to the person who has licensed the license to Fujitsu or Fujitsu. The User may use, or made available to use a third party, the content, etc. to the extent necessary for the use of the Provided Function. Provided, however, that this shall not apply to cases falling under the prohibitions prescribed

in Article 11.

Article 7 (Handling of Data Input/Output to and from the Provided Functions)

1. The User acknowledges that data entered into the Provided Functions by the User (hereinafter “Input Data”) and data output from the Provided Functions (hereinafter “Output Data”) may be deleted at any time at Fujitsu’s discretion. “Input Data” means the data, such as images, videos, text documents, etc., that are input by the User when executing the Provided Functions, and it does not include User Information entered at the time of user registration or user ID added by the system shared among users (hereinafter “User ID”) and subscription key that the User obtains from the Portal (hereinafter collectively “User ID, etc”). The same shall apply hereinafter.
2. The User shall manage Input Data and/or Output Data at their own responsibility.
3. The User shall not contain any confidential information and/or personal information in the Input data, and Fujitsu shall not assume any responsibility whatsoever in the event that any disadvantage or damage is caused to the User as a result of inputting such data into the Provided Function.
4. Fujitsu shall be entitled to view, use, and allow third parties to view and use Input Data and Output Data in order to improve the Provided Functions.

Article 8 (Handling of Personal Information)

Fujitsu process the User Information, User ID etc., and HTTP cookies accordance with the “Research Portal Privacy Policy (<https://en-portal.research.global.fujitsu.com/privacy>)”.

Article 9 (Liability)

1. The User shall agree in advance that the Content, etc., is provided on an as-is basis and that Fujitsu shall not warrant, express or implied, the accuracy, completeness, being the latest, quality, etc., of the Content, etc. any and all, and that it shall not be liable for any damage caused by the use of the Portal or the Content, etc., or the interruption or lack of ability to use the Portal or the Content at any time or for any reason.
2. If the User violates the Terms of Use, they shall compensate Fujitsu for any and all damage incurred due to said violation.

Article 10 (Duty to Manage User ID etc., Passwords, etc.)

1. The User shall manage their User ID etc., password, and account (collectively hereinafter the “ID etc.”) at their own responsibility. In addition, the User must not allow others to use their ID etc..
2. The User shall assume full responsibility for the management and use of the ID etc. , and Fujitsu shall not be responsible for any damage caused by the unauthorized use thereof by third parties.
3. In the event any damage is caused to Fujitsu due to the unauthorized use mentioned in the preceding clause or use of the ID etc. in a manner not intended by Fujitsu, the User shall compensate for such

damage.

4. In the event of a cyberattack (including but not limited to unauthorized access from a third party, disruption or tampering of the system due to cracking, and information theft), information leak, damage or loss of data, or breach of the Terms of Use (including cases where there is a possibility of such breach), the User shall cooperate with the investigation upon Fujitsu's request.

Article 11 (Prohibitions)

The User shall not engage in the following acts.

- (1) Acts that infringe or may infringe the intellectual property rights of Fujitsu or third parties
- (2) Acts that infringe or may infringe on the property, privacy, or portrait rights of Fujitsu or third parties
- (3) Acts that discriminate against, slander, or insult Fujitsu or third parties, promote discrimination against others, or damage their reputation or credibility
- (4) Acts that lead to or are highly likely to lead to crimes such as fraud, abuse of controlled substances, child prostitution, illegal buying and selling of bank accounts and mobile phones
- (5) The act of transmitting or posting images, documents, etc., that fall under the category of indecency, child pornography, or child abuse; the act of selling media containing thereof; or the act of displaying or transmitting advertisements that suggest the transmission, posting, or sale thereof
- (6) Acts in violation of the Anti-Stalking Act
- (7) The act of establishing or promoting a pyramid scheme (Ponzi scheme)
- (8) The act of illegally engaging in or promoting gambling or betting
- (9) The act of directly and explicitly contracting, mediating, or inducing (including the act of requesting others) illegal acts (transfer of guns, etc., provision of child pornography, forgery of official documents, homicide, intimidation, etc.)
- (10) The act of publishing or transmitting to the general public socially unacceptable content that evokes strong feelings of revulsion in others, such as graphic details of murder scenes, etc., or images of animal abuse, etc.
- (11) The act of inducing or soliciting a person to commit suicide
- (12) Acts in violation of the regulations imposed on online matchmaking service providers and acts in violation of the prohibition of fraudulent solicitation acts that use such services in accordance with the "Act on Regulation on Soliciting Children by Using Opposite Sex Introducing Service on Internet"
- (13) Pre-election and election campaigns or similar acts and acts that conflict with the Public Offices Election Act
- (14) The act of transmitting advertising, promotion, and solicitation emails, etc., to Fujitsu or third parties without permission; the act of sending emails that evoke or may evoke feelings of revulsion (hate mail); the act of obstructing the receipt of emails from others; or the act of requesting the transmission of chain emails and forwarding said chain emails in response to said request
- (15) The act of repeatedly making multiple connections to computers owned by third parties to make the

computers difficult to use

- (16) The act of collecting personal information of others without obtaining the consent of the person in question or collecting said information by fraudulent means
- (17) The act of falsifying or deleting Content, etc., without proper authority
- (18) Acts of impersonating Fujitsu or third parties to use the Provided Functions
- (19) The act of using the Provided Functions for commercial purposes
- (20) The act of unauthorized access to third-party equipment, telecommunications lines for the Portal, telecommunications facilities for the Portal, access lines, or access points; or acts that interfere or may interfere with the use and operation thereof
- (21) The act of creating, transmitting or posting harmful computer programs, etc., or making them accessible to third parties
- (22) The act of failing to comply with the obligation to file reports with supervisory authorities or obtain permissions or approvals as required by laws and regulations, and violating such laws and regulations
- (23) In addition to the acts mentioned in each of the above items, any act that violates laws, regulations, public order, or morals (violence, cruelty, etc.), damages Fujitsu's credibility, infringes its property, or prejudices third parties
- (24) The act of providing a link to view the data, etc., of any act that falls under any of the above items (including cases where said act is conducted by a third party)
- (25) The act of causing a third party to engage in any act that falls under any of the above items or leaving the situation unaddressed without taking appropriate measures while being aware of said third party's acts

Article 12 (Disclaimer)

All of the following events (but not limited thereto) are not attributable to Fujitsu, and Fujitsu shall not be liable for any damages caused to the User arising out of such events.

- (1) Problems with or caused by the User Terminal Environment
- (2) Problems with or caused by access lines provided to the User by other telecommunications carriers
- (3) Problems caused by the cloud facilities that Fujitsu is provided with by cloud service providers when providing the Provided Functions
- (4) Problems caused by a third party intentionally disrupting the function of the telecommunications lines for the Portal or telecommunications facilities and the cloud facilities for the Portal.
- (5) Problems caused by the User's non-compliance with the Terms of Use
- (6) Problems with a third party caused due to the User's use of the Provided Functions

Article 13 (Restrictions and Precautions)

1. The User shall be solely responsible for the security of applications for which the User uses the Provided Functions.

2. The User shall agree in advance that Fujitsu will use the following data for the purpose of developing and/or improving the quality of the Provided Functions, and/or obtaining and/or publishing statistics.
 - Communication information of the server communication device (time, number of accesses, traffic)
 - Server performance information (load, resource usage)
 - Server system log
 - Number and type of API uses
 - Storage capacity
 - Number of users
 - Cookie information

Article 14 (Termination of the use of the Portal by User)

1. If the User terminates the use of the Portal, they shall apply to Fujitsu for the termination of use in accordance with the procedures set forth in the Portal.
2. After receiving the application mentioned in the preceding clause, Fujitsu shall delete the User Information and Input Data of said User.

Article 15 (Suspension or Termination of the Operation of the Portal)

Fujitsu shall be entitled to partially or fully suspend or terminate the provision of the Portal and the Provided Functions without notice to the User if Fujitsu deems it necessary. Therefore, Fujitsu shall have no responsibility whatsoever for any disadvantage and/or damage, etc., to the User incurred by said suspension and/or termination.

Article 16 (Handling of Data When Terminating the Portal)

Upon termination of the Portal, Fujitsu shall delete User Information and Input Data as necessary. Furthermore, Fujitsu shall not assume any responsibility for the deletion of such data even in the event of any damage to the User incurred by said deletion, and the User shall retain such data by themselves if they need it.

Article 17 (Export Transactions)

Users shall obtain the required permission by themselves in the event of exports that require the permissions stipulated in the Foreign Exchange and Foreign Trade Act (including relevant governmental and ministerial ordinances) and/or U.S. export control laws in connection with the Content, etc.

Article 18 (Court of Jurisdiction)

Any dispute arising in connection with the Terms of Use shall be settled at the Tokyo District Court, which shall assume exclusive jurisdiction as the court of first instance.

Article 19 (Governing Law)

The Terms of Use shall be governed by the laws of Japan.

End of Document

[Appendix 1]

1. Common functions

(1) The Provided Functions

Fujitsu provides the following web application programming interface (web API) and web applications that use web APIs, which are available to users from external programs via the Internet using tokens acquired through their User ID and passwords or the subscription key that the User obtains from the Portal in advance. In addition, enhancement of the Provided Functions shall be announced from time to time on the Portal, and after their enhancement, the Users shall use these functions.

(2) Hours of provision

The hours during which the Provided Functions are available exclude maintenance hours. However, the provisions of the Provided Functions may be suspended or discontinued without prior notice.

(3) Inquiries related to the Provided Functions

Fujitsu shall accept inquiries from the User regarding the Provided Functions on the web form of this Portal.

End of Document

The Terms of Use shall be effective as of February 23, 2024.

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