

# **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.

### **2. Transparent Trust Transfer (Tr3)**

#### **(1) The Provided Functions**

Fujitsu shall provide a web API that grants an Aggregate signature with Lasting Hash chain, a Fujitsu proprietary digital signature technology that ensures that the signature target is signed according to the order of a workflow and has not been tampered with from the time of each signature.

#### **(2) Restrictions**

The disk space for the User's dedicated environment shall be 30GB. The total size of the files to be signed attached to the API shall be 10MB or less, the number of files to be signed shall be three or less, the number of individuals to sign shall be three or less, and the number of times granted to create a workflow for each file to be signed shall be three times or less.

### **3. Fujitsu Data e-TRUST**

#### **(1) The Provided Functions**

Fujitsu shall provide API groups to ensure the safe distribution and use of data between different services and between individuals and companies. By using Fujitsu Data e-TRUST, the Users are able to manage the source, proof of ownership, and authenticity of the distributed data, as well as the trail of data transactions in a tamper-proof way with Fujitsu's proprietary IDentitY eXchange (IDYX) technology and Chain Data Lineage (CDL) technology.

#### **(2) Restrictions**

- (a) Fujitsu shall not violate the secrecy of communications during Fujitsu's handling by Fujitsu Data e-TRUST in accordance with Article 4 of the Telecommunications Business Law.

- (b) Notwithstanding the provisions of the preceding paragraph (1), Fujitsu may come to the knowledge or utilize (including disclose to third parties) the secrecy of such communications to the extent reasonably permitted during Fujitsu's handling, in case of that;
  - i. it is necessary for the operation of Fujitsu Data e-TRUST,
  - ii. Fujitsu may entrust all or part of the work regarding Fujitsu Data e-TRUST to third parties (including other telecommunications carriers), provided that Fujitsu shall impose on such third parties the same obligations as set forth in the Terms and Conditions,
  - iii. where a compulsory disposition based on Article 218 of the Code of Criminal Procedure or other provisions of the Code or the Act on Interception of Communications for Criminal Investigation or any other compulsory disposition based on a court order or laws or regulations has been made, the disclosure is made within the scope of the relevant disposition,
  - iv. where the requirements for a request for disclosure under Article 4 of the Act on the Limitation of Liability for Damages of Specified Telecommunications Service Providers and the Right to Demand Disclosure of Identification Information of the Senders are satisfied, the disclosure is made within the scope of such request; or
  - v. where Fujitsu determines that it is necessary for the protection of life, body or property, the disclosure is made to the extent necessary for such protection.

#### 4. ConnectionChain

##### (1) The Provided Functions

Fujitsu provides its proprietary blockchain integration technology that securely connects two or more independently operated systems (blockchains or web APIs) to manage ledgers that ensure the evidentiality of transactions. Specifically, Fujitsu provides a sample application (with downloadable source code) and user manual (API specifications and sample application manual) that focuses on environmental value transactions using web APIs, and supports the integration of Fujitsu Data e-TRUST and Ethereum testnet (Sepolia).

(List of other systems that can be used in conjunction)

In addition to the free version of Fujitsu Data e-TRUST and Ethereum testnet (Sepolia), general systems and applications provided by users or third parties can also be used.

##### (2) Restrictions

- (a) Users are prohibited from using the Provided Function for cryptographic assets or similar assets defined in Article 2, Paragraph 14 of the Payment Services Act.
- (b) Users must use the Scenario Execution API with an interval of about 5 seconds (however, execution may be restricted for more than 5 seconds depending on the execution status of other users). In addition, the maximum number of API requests per ID per day is 40.

- (c) For the use of the sample application (including the Scenario Execution API call used in the sample application), token issuance and token offset must be executed at an interval of about 5 seconds, and the maximum number of requests per ID per day is 40. The maximum number of tokens that can be issued and offset per ID per month is 40. Also, the Users shall not execute if the GasPrice on the Sepolia testnet exceeds 200 Gwei (refer to the figure of <https://sepolia.beaconcha.in/gasnow>, etc.).
- (d) The User shall not use the data that includes confidential information and/or personal information, such as secret keys and/or personal passwords used in the blockchain to be integrated (the User shall create a new account for the integrated blockchain for experimental use).
- (e) The User is responsible for the transaction fees (Sepolia ETH currency in Ethereum testnet (Sepolia) for executing smart contracts and transactions on the integrated blockchain, and Fujitsu is not responsible for the fee burden.
- (f) Fujitsu is not responsible for the impact on external applications and/or Users caused by the transaction execution results and/or execution of transactions (including malfunction of the ConnectionChain).
- (g) The addition of integrated systems or blockchains including the paid version of Fujitsu Data e-TRUST and Ethereum mainnet (such as restricting integration to specific users) is not implemented under this Terms of Use and will be separately determined.
- (h) Fujitsu is not responsible for the impact of restarting or stopping the ConnectionChain or deleting data during irregular periods (such as during maintenance or system failure).

## 5. Social Digital Twin Mobility

### (1) The Provided Functions

Fujitsu provides a trial environment in which the User may experience the Social Digital Twin platform's Digital Rehearsal technology. In order to achieve both CO2 reduction and convenience in mobility, the User may simulate changes in the placement and reservation method of shared e-scooters, monitoring their effects on the levels of CO2 emissions and convenience indicators to experience the policy optimization process.

### (2) Restrictions

- (a) The file size for upload data at once shall be limited by 100MB.
- (b) The data for this Provided Function (including but not limited to the upload data stipulated in above (a). The same applies hereafter.) shall be deleted after a Fujitsu's prescribed certain period. At that time, Fujitsu may delete the data without obtaining the consent of the User.
- (c) Simulations that exceed a Fujitsu's prescribed certain simulation time are automatically suspended.
- (d) Simulation results are only available to the User performed such simulation.

- (e) Fujitsu may restart, stop or sustain the Provided Function, or delete the data for this Provided Function (including the case of maintenance hours or system outages). Fujitsu is not responsible for potential or actual impacts thereof, express or implied.
- (f) Fujitsu is not responsible for the results of the User's use of the Provided Function. Furthermore, Fujitsu does not guarantee that the User will achieve any results based on the Provided Function or any specific results, etc..

## 6. AI Kozuchi AI Ethics for Fairness

### (1) The Provided Functions

Fujitsu provides a fairness tool in the form of a web application that includes cross-bias mitigation, which reduces bias in data and AI classification results to subgroups defined by combinations of multiple attributes. Analyze uploaded tabular data to detect and mitigate data biases focused on sensitive attributes (such as gender and race)

### (2) Restrictions

In addition to Article 13 (Restrictions and Precautions), the following restrictions apply.

- (a) The results of bias and mitigation detected by the Provided Functions do not necessarily accurately understand or alleviate the social discrimination and bias inherent.
- (b) The size of the input table data must not exceed 30MB.
- (c) In this Provided Function, data shall be deleted after a certain period. At that time, Fujitsu may delete the data without obtaining the consent of the User.

## 7. AI Kozuchi Conversational Generative AI

### (1) The Provided Functions

Fujitsu provides a web application interface that allows Users to receive answers from AI in a conversational format. This application has a file upload feature, and it can provide answers from AI based on the content of the uploaded files.

### (2) Restrictions

- (a) The output results from AI may contain falsehoods, biases, and/or content that infringes on the rights of others. Users should use this feature with the understanding that inaccuracies, inappropriate output results, and ethical concerns may arise. Users must verify the correctness of the output generated by the Provided Functions themselves. If Users cause infringement of a third party's rights through the use of the Provided Functions, Fujitsu shall not be liable for any damages caused to Users and/or any other third parties resulting from such infringement.
- (b) Users must comply with laws and regulations in their respective countries and regions when using the Provided Functions and its output results.
- (c) Data in the Provided Functions will be deleted after a certain period. At that time, Fujitsu can delete the data without obtaining permission from the User.

- (d) The use of the Provided Functions for the following purposes is prohibited:
  - i. Acts described in Article 11 (Prohibitions)
  - ii. Engaging in unauthorized legal practice and/or providing legal advice from non-qualified professionals
  - iii. Providing financial advice from non-qualified professionals
  - iv. Medical acts, including health advice and/or treatment suggestions

## 8. AI Kozuchi TDA-based Time Series Anomaly Detection

### (1) The Provided Functions

To provide a web application screen for calculating anomaly scores at each time point in time series data and outputting the result. To provide a function for evaluating the degree of deviation from the normal data of the data under diagnosis after applying topological data analysis to uploaded data by having a data upload function.

### (2) Restrictions

As set forth in Article 13.

## 9. Cashier Fraud Monitoring

### (1) The Provided Functions

Fujitsu provides the web application screens that makes it possible to verify the Cashier Fraud Monitoring technology. On the web application screens, the Provided Function receives the uploaded video, provided by the User, showing a scene, filmed from above, of commodities being scanned at a self-checkout machine and displays the result of the detection of the failure to scan the commodities. As an optional function on the web application, Fujitsu provides the ability to detect changes in angle of view. The User may upload two videos showing a different view point of the self-check out to verify the technology's ability to detect if the angle of view of the two videos is different.

### (2) Restrictions

- (a) In conjunction with the usage of the Provided Functions and its results, User shall comply with regulations and other laws of their respective country and region, for example the GDPR in the EU.
- (b) The User may use the Provided Functions only for the purpose of technical verification of the Provided Function in the test environment, and User shall not use the Provided Functions with any live or real footage and/or for commercial use or any other purpose.
- (c) User shall not include confidential information or personal information in the Input Data that User upload into the Provided Function. User shall, at its own responsibility and costs, take measures to ensure no individual is identifiable in

the videos uploaded. Such measures may include the removal of any faces or other identifying features.

- (d) Fujitsu shall not be liable for any loss and/or damage suffered by the User and/or any third party in connection with the Input Data uploaded by the User to the Provided Functions.
- (e) User may only upload Input Data that satisfy all of the following restrictions and all of the restrictions described in the Terms of Use (including but not limited to the limitations and precautions set forth in Article 13 of the Terms of Use, which are hereinafter collectively referred to as "Restrictions") into the Provided Functions and shall not input the videos that do not satisfy the Restrictions. The Input Data uploaded to the Provided Function shall:
  - i. be recorded and handled by the User in compliance with all laws and regulations of their respective country and region, including any applicable data protection and privacy laws.
  - ii. only include individuals appearing in the videos who have been clearly notified of the purpose of use of the video (set forth in Section(2)(b)).
  - iii. not show any information related to payment including but not limited to individual credit card details or the screen of a mobile device.
  - iv. not contain audio that can be used to identify an individual.
  - v. be videos that are shot by the User for the purpose of testing the Provided Functions.

(3) Provided Function Results

- (a) User shall not identify and/or track the individual by linking the detection result by the Provided Functions with the personal information held by User.
- (b) The detection results provided by the Provided Functions are intended to assist humans in making final decisions and are provided for testing purposes only.
- (c) Fujitsu does not make any guarantee and/or provide any warranties with respect to the accuracy of the detection results, and Fujitsu shall not be responsible for the detection results.

End of Document

The Terms of Use shall be effective as of February 9, 2024.

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