

Service Specification for Fujitsu Data Intelligence Premium

Service Name	Product Code
Fujitsu Data Intelligence Premium Palantir Foundry Data Mesh Service Prepaid	SVS920203
Fujitsu Data Intelligence Premium Palantir Foundry Data Mesh Service Exceed	SVS920204
Fujitsu Data Intelligence Premium Help Desk Service	SVS920205
Fujitsu Data Intelligence Premium Integration Service	SVS920206
Fujitsu Data Intelligence Premium Managed Service	SVS920207

1. Service Provision

Fujitsu shall provide Customer with the service described in Section 4 ("Service") as specified in this Service Specification, Statement of Work for the Service ("Statement of Work"), and Exhibit of the Service ("Exhibit").

2. Structure of Service

The Service consists of the services set forth below. In this Service Specification, the "Fujitsu Data Intelligence Premium" part of the service name shall be omitted.

2.1 SaaS

2.1.1 Palantir Foundry Service

- a. Palantir Foundry Data Mesh Service Prepaid ("Data Mesh Service")
- b. Palantir Foundry Data Mesh Service Exceed ("Data Mesh Service Exceed")

The Data Mesh Service Exceed is subject to the provision of the Data Mesh Service and shall be terminated at the same time when the Data Mesh Service is terminated.

2.2 Professional Service

2.2.1 Implementation Support Service

- a. Integration Service

2.2.2 Support Service

- a. Help Desk Service
- b. Managed Service

3. Prerequisites

- 3.1 Palantir Foundry Service is provided by Palantir Technologies Japan Co., Ltd. ("Palantir"), and the Customer shall agree and comply with the special terms and conditions for Palantir products set forth in the Exhibit.
- 3.2 The functions provided by Palantir in the Data Mesh Service ("Palantir Providing Functions") shall be set forth on the website with the URL specified in the Exhibit. The Customer shall confirm the contents of the website in advance. The Customer shall agree that the contents of the website may be updated during the Term of the Service, and that the contents of the website after the updated will be the Palantir Providing Functions.
- 3.3 The Customer shall, at its own responsibility and expense, prepare its environment as necessary for its usage of the Service ("Customer System Environment"), which shall be as described in the Exhibit. The Customer System Environment may include hardware, software, network(s) and other infrastructure. If the Customer is required to use software as a part of the Customer System Environment, the Customer shall use such software fully in compliance with its applicable end-user license agreement or equivalent and shall use the latest version of such software, unless otherwise specified in Exhibit.
- 3.4 The Customer shall download and install the agent software necessary to acquire data from the system that stores the data to be used by the Service ("Target Data Source System") from the Palantir website.
- 3.5 The Customer shall implement and operate authentication functions for connecting to the Service and manage authentication information at The Customer's responsibility and expense.
- 3.6 The Customer shall designate one (1) contact person ("Customer Administrator") who will communicate with the Fujitsu as a single point of contact.
- 3.7 The Customer shall submit to the Fujitsu an application form as designated by the Fujitsu.
- 3.8 The Customer shall, at its own expense and responsibility, procure Palantir Foundry Service or platform service(s) provided by Palantir ("Palantir Service(s)") by the date specified by Fujitsu in order to utilize the Professional Service.
- 3.9 Fujitsu may terminate the Professional Service if the agreement for the Customer's use of the Palantir Product is terminated for any reason whatsoever.
- 3.10 The Customer shall agree to provide Fujitsu with the cooperation, assistance, and information necessary for Fujitsu to provide the Professional Service, including but not limited to procuring the Palantir Product, providing Fujitsu with IDs and permission to access the Palantir Product environment.

4. Service

- 4.1 **Data Mesh Service**
 Fujitsu shall provide the license necessary for the Customer to use the Palantir Providing Functions during the Term of the Data Mesh Service.
 The usage unit for the Palantir Providing Functions is Foundry Compute Unit ("FCU") defined by Palantir.
 The available number and period of the FCU for the Data Mesh Service is set forth in the Exhibit.

4.2 Data Mesh Service Exceed

Fujitsu shall provide additional FCUs if available FCUs are exhausted in order for the Customer to continue to use the Palantir Providing Functions for the Term of the Data Mesh Service.

In the event that the available FCUs for the term is exceeded within the Term of the Data Mesh Service, Fujitsu shall set the last day of each month as the closing date, calculate the number of FCUs that have been exceeded up to each closing date, and multiply the number of FCUs by the unit price of exceeding FCU as the usage fee for the month containing the closing date.

4.3 Integration Service

Fujitsu shall perform the following services, which are described in the Statement of Work.

- a. Analysis of current situation
- b. Scoping
- c. Data viewing
- d. Data maintenance and cleansing
- e. Data integration
- f. Effect verification
- g. Response to Inquiries

4.4 Help Desk Service

Fujitsu shall perform the following services during the Term of the Data Mesh Service in accordance with the Exhibit.

- a. Response to Questions and Consultations
Fujitsu shall cooperate with Palantir to respond to questions and consultations received from the Customer in the manner described in the Exhibit.
Service hours and maximum number of questions and consultations are as described in the Exhibit.
- b. Incident Management
Fujitsu shall manage the number and status of incidents using the incident management ledger established by Fujitsu.

4.5 Managed Service

Fujitsu shall perform the following services, which are described in the Statement of Work.

- a. Environmental Support

Fujitsu shall carry out operational support related to environmental settings and management. Fujitsu shall manage the environmental settings necessary for the operation of Palantir and make changes to the settings. The service hours of Fujitsu will be in accordance with the service hours of the Help Desk Service.

b. Application Support

Fujitsu shall carry out operational support related to the investigation and maintenance of the application. Fujitsu shall respond to questions, consultations, and requests related to application support received from the Customer in the manner described in the Statement of Work, in collaboration with Palantir. The service hours of Fujitsu shall be in accordance with the service hours of the Help Desk Service.

5. Operational Hours

The Data Mesh Service shall be provided 24 hours a day, 365 days a year, unless otherwise designated in this Agreement.

6. Support

The Customer may ask questions about the Data Mesh Service handled by the Help Desk Service. Fujitsu shall cooperate with Palantir to respond to questions and consultations received from the Customer in the manner described in the Exhibit.

Service hours and maximum number of questions and consultations are as described in the Exhibit.

7. Term

The Term of the Service is as follows:

		Note
Initial Term	Notwithstanding Section 11 of the Fujitsu General Terms and Conditions for SaaS, the term of the Service shall be the Service Period specified in the Exhibit and shall not be extended. Notwithstanding Section 12.1, of the General Terms and Conditions for SaaS, Data Mesh Service and Data Mesh Service Exceed may not be terminated for convenience.	
Commitment period	N/A	

8. Customer Obligations

- 8.1 The Customer shall be responsible for its use and management of any ID and password(s) and any charges incurred by its use of any ID and password(s) shall be borne by the Customer. The Fujitsu shall not be liable or otherwise responsible for any damage incurred by the Customer which arises from the Customer's use of any ID and password(s) by any third party.
- 8.2 The Customer shall maintain the Customer System Environment at its own responsibility and expense, including by taking appropriate security measures.

- 8.3 The Customer shall perform the work that Customer is required to perform in the Statement of Work and/or Exhibit description for the Professional Service.

9. Intellectual Property Rights

Copyright ownership of programs and documents created during the use of the Service shall be as follows:

- a. Copyright in programs and documents previously owned or newly created by the Customer shall belong to the Customer.
- b. Copyright in programs and documents previously owned or newly created by Fujitsu shall belong to Fujitsu. The Customer may use the programs and documents in this Service. With respect to programs written in Python, Java, SQL, R, or TypeScript within the Code Repositories, Pipeline Builder, Code Workbook, or Slate, as part of the Service, the Customer may utilize them* to the extent necessary for use in the Service. In this case, copyright in any modifications made by the Customer as part of adaptation shall be assigned to Fujitsu. Given that Fujitsu grants the Customer the use of these programs without charge, the consideration for this assignment shall also be without charge.

* This includes reproduction, adaptation, and other uses permitted under the Copyright Act; hereinafter the same

- c. Copyright in programs and documents jointly developed by the Customer and Fujitsu shall belong to both the Customer and Fujitsu. In this case, the Customer and Fujitsu may each freely use such works themselves or grant usage rights under the Copyright Act to third parties without the consent or payment of consideration to the other party. However, if either the Customer or Fujitsu intends to dispose of their share of the copyright, they shall obtain the consent of the other party.
- d. Even when granting usage rights under the Copyright Act to third parties for works in which copyright is jointly owned pursuant to section c., both the Customer and Fujitsu shall be bound by the confidentiality obligations set forth in Article 7 of General Terms and Conditions for Professional Services and Article 7 of General Terms and Conditions for SaaS.
- e. Fujitsu shall not exercise any moral rights with respect to the programs and documents for which the use under the Copyright Act has been granted to the Customer pursuant to section b.

10. Termination of One-off Professional Service

Upon completion of work associated with the Professional Service, Fujitsu shall provide a completion report ("Completion Report") to the Customer as a document that signifies the completion of services. The Completion Report is considered as certification that the Professional Service is complete.

11. Effects of Termination

Notwithstanding any other provision of this Service Specification, and on termination of this Agreement for any reason, the Customer shall remove or delete any Customer Content registered and stored on the Services, at the Customer's own responsibility and cost prior to the service termination date. If the

Customer fails to remove or delete any of the Customer Content from the Services of termination of this Agreement, Fujitsu shall be entitled to take such action as Fujitsu considers necessary to remove or delete the Customer Content, unless legally prohibited, and shall have no liability to the Customer or any other person if Fujitsu takes such action.

12. Billing month

The billing month for the Data Mesh Service Exceed shall be from 1st to the last day of each month.

13. Miscellaneous

- 13.1 If the Customer and Fujitsu wish to add to or change the content of the Statement of Work and/or Exhibit, each party shall notify the other party of the details in writing and conclude an amendment or change agreement after consultation between the two parties. Fujitsu shall not be obliged to commence the Fujitsu's service that has been added or changed prior to the conclusion of the relevant amendment or change agreement.
- 13.2 If the contract between Fujitsu and Palantir is cancelled or terminated, Fujitsu may terminate the provision of the Service to the Customer even during the Term of the Service.
- 13.3 Notwithstanding Section 8 and 10 in the Fujitsu General Terms and Conditions for SaaS, Fujitsu shall not guarantee the provision, service content, function or other conditions of the Palantir Foundry Service, and shall assume no liability whatsoever with respect to the Palantir Foundry Service, including liability for damages arising from the use by the Customer or inoperability of the Palantir Foundry Service.
- 13.4 Notwithstanding Section 10.4 in the Fujitsu General Terms and Conditions for Professional Service, Fujitsu shall not be liable for, and the Customer shall be solely responsible for, the following:
 - (a) Any loss or damage arising from Customer Content, including but not limited to direct, indirect, special, or consequential losses (Customer Content includes Palantir products)

End of the Service Specification