Service Specification for IoT Operations Cockpit

Service Name	Product Code
[IoT Operations Cockpit], Start-up Service	SVS920600
[IoT Operations Cockpit], Basic Service	SVS920601
[IoT Operations Cockpit], Additional Deployment Start-up Service (Wirepas)	SVS920602
[IoT Operations Cockpit], Additional Usage Service (Wirepas)	SVS920603

1. Service Provision

   Fujitsu shall provide the Customer with the service described in Section 4 (hereinafter referred to as the "Service"). In addition to this Service Specification, Fujitsu will implement the Service in accordance with the attached "IoT Operations Cockpit Statement of Work" (hereinafter referred to as the "SoW").

2. Structure of Service

   The Service is comprised of each service set forth below. In this Service Specification, the "IoT Operations Cockpit" portion of the service name shall be omitted.

   a. [IoT Operations Cockpit], Start-up Service

      Start-up Service is the prerequisite service for the Basic Service.

   b. [IoT Operations Cockpit], Basic Service

   c. [IoT Operations Cockpit], Optional Service

      The following services are optional services that are contingent on the implementation of the Basic Service and shall be terminated concurrently when the Basic Service is terminated.

      i. Additional Deployment Start-up Service (Wirepas)

      ii. Additional Usage Service (Wirepas)

         On the assumption that the Additional Deployment Start-up Service (Wirepas) is implemented.

3. Prerequisites

3.1 Prior to the conclusion of the agreement, the Customer shall review and confirm the contents of function manual for the Service ("Function Manual"), in which the functions to be provided as part of the Service ("Functions") are detailed and which is separately delivered by Supplier to Customer. The Function Manual may be updated by Supplier from time to time during Term.

3.2 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 Function Manual. The Customer System Environment may include hardware, software, network(s) and other infrastructure. If the Customer is required to use

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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 Function Manual.

3.3 The Customer shall designate one (1) contact person ("Customer Administrator") who will communicate with the Supplier as a single point of contact and shall submit the necessary information in the "IoT Operations Cockpit Usage Application Form" prescribed by Fujitsu. The same applies to any changes made to the Customer Administrator.

3.4 The Customer shall submit to the Supplier an application form as designated by the Supplier.

3.5 As a precondition for using the Services, the Customer shall contract separately for the following services, including licenses as applicable, provided separately by Fujitsu or Microsoft Corporation.

  a. Fujitsu Data Intelligence Basic

  b. Microsoft Power BI

  c. Microsoft Power Apps

3.6 The Customer shall, as a prerequisite for Fujitsu to perform the Services, prepare the environment described in the Function Manual (this includes, but is not limited to, hardware, software, network equipment, etc., and is referred to as the "Customer Terminal Environment") at Customer's responsibility and expense, and shall connect to Fujitsu's service environment (hereinafter referred to as "Fujitsu Service Environment").

3.7 The Customer shall install the sensors described in the Function Manual (hereinafter referred to as "IoT Sensor") at the Customer's stores at its own risk and expense, and then connect them to the Fujitsu Service Environment.

4. Service

4.1 Start-up Service

Fujitsu will prepare an environment in the Fujitsu Service Environment where the Customer can use basic services (hereinafter referred to as the "Customer Usage Environment") and provide user test support, in accordance with the SoW.

4.2 Basic Service

The Supplier shall provide the Customer with the Basic Service, as described in Function Manual.

Fujitsu shall enable the Customer User (hereinafter referred to as "Customer User" including Customer Administrator) to use the basic functions described in the Function Manual by connecting to the Fujitsu Service Environment using the ID issued to Customer User (hereinafter referred to as "Customer User ID"). The number of stores in which IoT Sensor is installed (hereinafter referred to as "Store in Use") shall be the number of stores described in the SoW.

4.3 Optional Service

The Supplier shall provide the Customer with the Optional Service, as described in the Function Manual.

  a. Additional Deployment Start-up Service (Wirepas)

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Fujitsu will perform the necessary setup work below for the Customer Usage Environment in order for the Customer to use the Additional Usage Service (Wirepas), in accordance with the SoW.

i. Additional setup for Gateway function

ii. User test support

b.   Additional Usage Service (Wirepas)

Fujitsu shall provide Additional Usage Service (Wirepas) functions as described in the Function Manual for data sent from sensors installed in Customer's stores to Fujitsu Service Environment. The number of Store in Use shall be stated in the SoW.

5.   Operational Hours

The Basic Service and Additional Usage Service (Wirepas) are available 24 hours/ 365 days. However, there may be interruptions or suspensions in the provision of these services as outlined in Section 13. Please note that any customer inquiries will only be addressed during the hours specified in the SoW.

6.   Support

During the term of Service, Fujitsu shall accept questions or consultations from the Customer regarding specifications or operating procedures related to this Service, investigation of causes in the event that this Service does not operate properly, and/or evasion measures by email, 24 hours a day, 365 days a year, with the Customer Administrator as the point of contact. However, replies from Fujitsu will be from 9 o'clock to 18 o'clock, Monday through Friday, the timezone in accordance with the SoW (excluding national holidays and holidays specified by Customer). In addition, Fujitsu shall respond to questions and consultations in English, German or Japanese in accordance with the SoW.

7.   Term

The Term of the Service is as follows:

		Note
Initial Term	1 year	
Commitment period	N/A	
Renewal Procedure	Same as GTC	

8.   Customer Obligations

In using this Service, the Customer shall impose on the Customer User the same obligations (excluding obligations that are, by its nature, applicable only to the Customer) that it accepted under this Agreement (including the Service Specification, SoW, and Function Manual). In addition, the Customer shall perform the following matters at its own expense and risk during the Service term.

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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 Supplier 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.

9.   COMPLETION OF THE START-UP SERVICE

Fujitsu shall immediately send the implementation completion report to the Customer upon the completion of the work related to the Start-up Service and Additional Deployment Start-up Service (Wirepas). The Customer shall acknowledge the content of report immediately after receiving it. Upon acknowledgement, the Start-Up Service will be considered completed.

10.   DISCLAIMER

In connection with this Service, the reasons set forth in the following items are reasons that cannot be attributed to Fujitsu (but not limited to the following), and Fujitsu shall not be liable for any damages incurred by the Customer arising from such reasons.

10.1   Incidents or problems in the Customer Terminal Environment and incidents or problems caused by the Customer Terminal Environment.

10.2   Interruption or stoppage of this Service in accordance with Section 13.

10.3   Incidents or problems caused by the Customer's breach of sections 3 and 8 of this Service Specification.

10.4   With third parties arising from the Customer's use of this Service.

10.5   Caused by the following:

a.   IoT Sensor

b.   Microsoft Power BI

c.   Microsoft Power Apps

11.   HANDLING OF DATA AFTER THE TERMINATION OF THE SERVICE

Upon the conclusion of the Basic Service, Fujitsu will erase all data housed within the Fujitsu Service Environment, which includes any backups. It's important to note that no Personally Identifiable Information is stored. If the customer needs to preserve any data, they are responsible for downloading and maintaining it at their own cost and risk during the term of the Basic Service, in accordance with the Function Manual.

12.   REUSING OF DATA

Fujitsu reserves the right to utilize the information entered into the Fujitsu Service Environment by the Customer during the Service term without the consent of the Customer and the users of the Service and without any obligation for compensation. This is only permissible once the information has been processed into a form that does not identify personal information or the customer's corporate name. The purposes for this use are strictly limited to the following:

(1) Improve the quality of this Service.

(2) Enhance the functions for this Service and the statistical data service for distribution and retail businesses shall be provided separately by Fujitsu.

13. INTERRUPTING AND STOPPING THE SERVICE

Fujitsu may interrupt or stop all or part of this Service in the following cases. In these cases, Fujitsu shall notify the Customer of that effect in advance. However, this does not apply in urgent unavoidable cases and/or emergency cases. If Fujitsu interrupts or suspends the Service in an emergency or unavoidable case, Fujitsu shall notify the Customer after.

13.1 When maintenance will be performed in the Fujitsu Service Environment as specified by Fujitsu including business hours.

13.2 When construction or maintenance of the Fujitsu Service Environment or other facilities necessary to provide this Service is unavoidable.

13.3 When Fujitsu is unable to use the telecommunications lines, telecommunications facilities, or access lines necessary for Fujitsu to provide this Service due to the circumstance of other telecommunications carriers provided by Fujitsu.

13.4 When a third party destroys the functions of telecommunications lines, telecommunications facilities, or access lines or commits an act that interferes with such functions necessary for Fujitsu to provide this Service.

13.5 When this Service cannot be provided due to Force Majeure such as a natural disaster, accident, etc.

14. INTELLECTUAL PROPERTY RIGHTS

The copyright and intellectual property rights of this Service and the software used for this Service belongs to Fujitsu or a third party. In addition, the copyright of the documents provided by Fujitsu to the Customer in connection with the Service also belongs to Fujitsu or a Third Party, but the Customer may reproduce all or part of the documents copyrighted by Fujitsu or a Third Party to the extent necessary in order to use this Service.

15. ABOLITION OF THE SERVICE

15.1 Fujitsu may discontinue the Service at any time during the Service term at Fujitsu's convenience. In such case, Fujitsu shall notify the Customer in writing with a notice period of not less than six (6) months.

15.2 Fujitsu shall not be liable to the Customer for damages, etc., even in the event of damage to Customer due to the discontinuation of the Service pursuant to the preceding item.

16. NON-GUARANTEED

Fujitsu does not guarantee the completeness, accuracy, usefulness, or fit for purpose regarding the results of this Service. In addition, if there are any errors or discrepancies in the results, Fujitsu shall not be liable to the Customer for repairs, damages, or any other liability.

17. SERVICE CONTRACT PERIOD

Unless otherwise set forth in the SOW, the Basic Service and Additional Usage Service (Wirepas) are implemented for one (1) year from the Service term start date. If neither Fujitsu nor the Customer has declared an intention otherwise

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in writing with their names and signatures within 60 days prior to the expiration of the Service, the Service term shall be automatically extended for another one (1) year under the same conditions, and the same shall apply thereafter. The price adjustment for an annual extension shall be as set forth in the SOW.

18. EARLY TERMINATION OF CONTRACT BY THE CUSTOMER

The early termination fee shall be the amount equivalent to the amount obtained by multiplying the latest monthly contract amount from the service implementation start date (or the service implementation start date stated in the latest contract in case the contract has been automatically extended) to the service end date by the number of remaining months.

18.1 If the Customer wishes to terminate the contract early, the Customer shall notify Fujitsu in writing of the date for the early termination at least one (1) month prior to the early termination.

18.2 If the Customer wishes to terminate the Additional Usage Service (Wirepas) prematurely before the implementation period set forth in the preceding section, the Customer shall pay the amount set forth below to Fujitsu on or before the date for early termination as the early termination fee.

19. MISCELLANEOUS

The Additional Usage Service (Wirepas) shall be provided based on the contract between Fujitsu and Wirepas, but the Customer shall acknowledge in advance that the contract amount to the Customer may be changed due to the change in the contract terms. If Fujitsu changes the contract amount, Fujitsu shall notify the Customer in writing forty-five (45) days in advance.

End of Service Specification