Fujitsu Enterprise Postgres for Kubernetes Terms of Use

1. Terms of Use

These Terms of Use shall apply to use of Fujitsu Enterprise Postgres for Kubernetes (the "**Product**") provided by Fujitsu Limited ("**Fujitsu**"), in addition to the terms and condition of the related subscription license separately provided by Fujitsu.

2. Consent to Terms of Use

The user of the Product ("**You**") shall be deemed to consent to these Terms of Use upon application of Product purchase.

3. Condition Precedent

3.1   In order to use the **Product**, the terms and conditions of subscription license specified separately by **Fujitsu** shall apply. **You** shall contact **Fujitsu** before continuing to subscribe.

3.2   The territory of the **Product** is limited to the countries listed below, and only the users belonging to the legal entity located in those territory may purchase and use the **Product** via AWS Marketplace, unless otherwise agreed in writing by **Fujitsu**.

UK, Canada, Australia, Belgium, Denmark, Germany, Ireland, Greece, Spain, France, Italy, Cyprus, Luxembourg, Malta, Netherlands, Finland, Sweden, Portugal

You may contact **Fujitsu** for how to purchase and use the **Product** outside of those territory.

3.3   **You** shall comply with the terms and conditions required to use AWS Marketplace provided by AWS.

3.4   **You** hereby acknowledge and agree that if AWS stops listing the **Product** on the AWS Marketplace, the **Product** will no longer be available.

3.5   **You** acknowledge that the use of Your contact information by **Fujitsu** is subject to the privacy policy of Fujitsu. **You** may also unsubscribe from **Fujitsu** marketing communications at any time by contacting **Fujitsu** as described in the privacy policy.

Supplementary Provisions

These Terms of Use shall come into effect on June 12, 2024.