

Device Log Service Agreement

By clicking the "I Accept" button or otherwise accepting the terms and conditions through an Order Form that incorporates this Agreement, Customer agrees to be bound by the terms and conditions of this Agreement.

If Customer does not accept the Terms and Conditions of this Agreement, Customer must select the "I Decline" button and may not use the Service.

1. **Definitions**

(1) "Account" means a selected numbers of MFDs located at Customer's premise."

(2) "MFD" means any multifunction device(s) manufactured by Fuji Xerox and/or its Affiliates.

(3) "Order Form" means the ordering mechanism (whether electronic or otherwise) stating the purchase of the Services agreed to between the parties in writing from time to time and which expressly cross-references and incorporates these terms and conditions. Such Order Form shall be deemed incorporated into and part of this Agreement.

(4) "Usage Data" means any information or data transmitted to and collected from the MFDs specify, among other things, the number of User, the amount of usage on the MFDs.

(5) "System Administrator" means a User designated by the Customer to administer the Account.

(6) "System Administrator ID" means an Identification Name issued by Fuji Xerox which enables System Administrator to access the Service at any time during the term of the Agreement.

(7) "User" means individual(s) who are authorized by Customer to use the MFD.

(8) "Fuji Xerox" means Fuji Xerox Singapore Pte Ltd.

2. **Scope of Services**

2.1 During the term of this Agreement, Fuji Xerox agrees to provide the following Services to Customer:

(1) provide Usage Data of the Account, within the data center controlled by the Fuji Xerox's headquarters in Japan;

(2) allow Customer to track and review the Usage Data;

(3) respond to e-mail inquiries from System Administrator(s), in relation to the scope of Services but shall exclude any inquiries relating to other functions of MFD or software, services and products not manufactured by Fuji Xerox.

(4) Subject to planned downtime under clause 6 and delay caused by an event of Force Majeure, the Service Provider agrees to provide the services to

Customer during the following hours:

(i) For queries via telephone (by System Administrator): every day during normal working hours, excluding weekends and public holidays (in the country/territory where the Services are provided).

(ii) For queries via e-mail (by System Administrator): within one (1) business day. If the query is received during weekends or public holidays, then the reply will be given by the next business day.

2.2 The Services are provided for customers in the Asia Pacific/Oceania* region. Those who are outside of the area cannot carry out user registration for the Services in principle. For the avoidance of doubt, the foregoing shall not prevent customers from using the Services outside of the Asia Pacific/Oceania region.

* Australia, China (including Hong Kong and Taiwan), Japan, Indonesia, South Korea, Laos, Malaysia, New Zealand, Philippines, Singapore, Thailand, Vietnam, Myanmar and Cambodia

3. **Term and Termination**

3.1 If the Services are purchased from FX Direct (direct.fujixerox.com): The initial term of this Agreement is one (1) year. The term shall be automatically renewed for successive one (1) year periods unless either the Customer or the Service Provider gives the other party at least one (1) month's notice in advance to cease renewal of the term.

3.2 If the Services are NOT purchased from FX Direct (direct.fujixerox.com): The initial term of this Agreement shall be set out in the Order Form. Any additional rights and/or obligations to renew or terminate this Agreement, or transfer or extend the term of this Agreement, shall also be set out in the Order Form.

3.3 A party may terminate this Agreement for cause, upon thirty (30) days within notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period.

4. **System Administrator(s)**

4.1 The Customer shall appoint at least one (1) System Administrator and shall notify Fuji Xerox of such appointment. System Administrators may be appointed up to five (5) persons, who are authorized to make inquiries on behalf of the User(s).

4.2. Fuji Xerox will issue a System Administrator IDs to

each of the System Administrator(s) up to the maximum limit allowed under this Agreement. System Administrator shall reregister in the manner prescribed by the Fuji Xerox. For the avoidance of doubt, One User ID can only be used by one (1) System Administrator and the sharing of System Administrator IDs constitutes a breach of the terms of this Agreement.

- 4.3. Each System Administrator may only be allowed to administer one (1) Account.
- 4.4. One (1) Account contains at least one MDF, and the Customer may create a maximum of one hundred (100) Accounts.
- 4.5. The Usage Data stored in an Account by the Fuji Xerox shall be deleted when it exceeds the storage period as determined by the Fuji Xerox. The Customer shall, if it requires so, back up the Information on the Usage Data by downloading such information from an Account at its own cost and responsibility before the storage period expires. Unless otherwise agreed by Fuji Xerox, the Usage Data can be kept for a period up to three (3) years from the commencement date as stipulated under the Order Form.
- 4.6. The Customer acknowledges and agrees that Customer shall contract with each communication line and Internet service provider (“3rd party Internet services”) in connection with the Service, at its own cost and responsibility. For the avoidance of doubt, Fuji Xerox is not responsible and disclaims all liability for any delays, failures or damage resulting from the problems caused by 3rd party Internet Services. Customer is fully responsible for Internet access and connectivity issues.
- 4.7. The list of MFDs which are compatible with the Service is listed and limited to those specified on the Fuji Xerox official web site.
- 4.8. The Customer agree that Fuji Xerox may access Customer’s Account, including usage data, solely to respond to service or technical problems or for upgrading to new services.

5. Customer’s obligations

- 5.1. Customer shall be responsible for protecting its data, including making its own backup copies, at its own expense.
- 5.2. Customer shall be solely responsible for use and protection of their User IDs and passwords, and shall take necessary precautions to ensure that unauthorized parties do not gain access to the Services or Data therein. Fuji Xerox shall not be

liable for any loss or damage incurred by Customer due to a breach of this clause by Customer.

6. LIMITATION OF LIABILITY

- 6.1. TO FULLEST EXTENT PERMITTED BY LAW, FUJI XEROX DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES (AND THEIR EQUIVALENTS UNDER RESPECTIVE APPLICABLE LAW) EXCEPT FOR THOSE WHICH ARE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, IMPLIED WARRANTY OF MERCHANTABILITY OR SATISFACTORY QUALITY.
- 6.2. IN NO EVENT WILL FUJI XEROX BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY CUSTOMER DUE TO (A) ANY HACKERS, VIRUSES, MALWARE OR ILLEGAL ATTACKS; (B) ANY UNAUTHORISED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CONTENT OR OTHER DATA; (C) ANY INABILITY TO USE SERVICES AS A RESULT OF TERMINATION OR SUSPENSION OF THIS AGREEMENT OR FUJI XEROX ‘S DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS.
- 6.3. IN NO EVENT WILL FUJI XEROX BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RELATED TO DATA LOSS, LOST PROFITS, OR BUSINESS INTERRUPTION ALLEGED TO BE CAUSED BY SERVICES), IN ANY WAY ARISING OUT OF OR RELATING TO SERVICES.
- 6.4. IN NO EVENT WILL FUJI XEROX BE LIABLE FOR ANY ACCURACY, SAFETY, AVAILABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF TRANSLATION ARTIFACTS OBTAINED BY USING SERVICES.
- 6.5. IN ANY EVENT, FUJI XEROX AND ITS LICENSOR’S AGRREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT WHICH CUSTOMER ACTUALLY PAY FUJI XEROX UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO CLAIM DURING 12 MONTHS PRECEDING THE CLAIM.

7. Change in or suspension of Services

Fuji Xerox may change or suspend any part of the Services without the Customer’s approval, to make functional improvements to the Services, or

to respond to illegal attacks, viruses, or other threats as and when they arise. In such event, Fuji Xerox shall use commercially reasonable efforts to notify the Customer in advance of such intended actions.

8. Force Majeure Events

Fuji Xerox shall not be liable to Customer for any failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control due to a Force Majeure Event. If Force Majeure Event lasts longer than 30 days, this Agreement may be terminated by either party with 7 days' prior written notice. Fuji Xerox will not give any refund of Service Fees if Services are suspended due to Force Majeure Event.

9. Confidentiality

9.1 Either party to this Agreement ("Disclosing Party") may from time to time during term of this Agreement disclose to other party ("Receiving Party") certain confidential information, ("Confidential Information"). Receiving Party shall keep Confidential Information in confidence and shall not disclose it to any third party without Disclosing Party's written permission. Receiving Party shall limit access and disclosure of Confidential Information to only its officers and employees on a need-to-know basis. Provided however that Receiving Party's obligation herein shall not apply to any information which is: (a) already known by either party without an obligation of confidentiality other than pursuant to this Agreement; (b) now or in future becomes known to public without breach of this Agreement; (c) lawfully received from a third party without breach of this Agreement; (d) disclosed with prior written approval of Disclosing Party; (e) independently developed without use of Confidential Information; or (f) required to be disclosed, by applicable law, by any regulatory authority, or in a judicial or administrative proceeding.

9.2 Upon expiry or termination of this Agreement, Receiving Party shall return or destroy Disclosing Party's Confidential Information in its possession within 10 days of such expiry or termination.

9.3 The confidentiality obligations set forth in this clause shall survive for 3 years after termination

or expiration of this Agreement.

10. Personal information

10.1 Each party agrees to comply with relevant personal data laws and regulations in the country where Services are provided.

10.2 Customer understands the risk that any personal information that it sends over internet may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

11. Third party's right

11.1 Customer agrees not to post any materials infringing any third party's rights, including but not limited to copyright, trade secrets or portrait right, through Services. Customer also agrees to be solely liable for any infringement claims (actual or alleged) by any owners of such rights.

11.2 Upon receiving any notice of infringement of third party's rights (actual or alleged) from any owners of such rights, Fuji Xerox may take reasonable steps to remove or disable access to the allegedly infringing cached copies from its servers, without any notice to and without liability to Customer, in accordance with its internal policy.

12. No assignment of rights and obligations

Customer shall not assign this Agreement without prior written consent of Fuji Xerox, which consent shall not be unreasonably withheld or delayed.

13. Termination

13.1 Either party may terminate this Agreement for breach of any clause of this Agreement, by giving 30 days' prior written notice specifically identifying breach, unless the breach is cured within said 30 day period.

13.2 Either party may terminate this Agreement at any time without cause, by giving other party 1 month's prior notice in writing.

13.3 Notwithstanding clauses 12.1 and 12.2 above, Fuji Xerox may suspend or terminate Customer's access to and use of Services at any time, where Customer is, in Fuji Xerox's sole opinion, a repeat infringer of the terms of this Agreement.

14. Effect of termination

14.1 Upon termination of this Agreement, Customer

- shall pay Fuji Xerox for all Services rendered, up to the last day of this Agreement and there shall be no refund of any pre-paid Service Fees.
- 14.2 Upon termination of this Agreement, Fuji Xerox will: (a) invalidate User IDs used by Customer for Services; (b) disable Customer's login to Services; and (c) delete Data (if any) remaining in Services.
15. Privacy Policy
Customer hereby agrees that the acceptance of terms of this Agreement includes acceptance of Fuji Xerox's privacy policy, the most current version of which is available at http://www.fujixerox.com/eng/common/privacy_policy/, or by contacting Fuji Xerox's designated

- representative.
16. Governing law
This Agreement shall be governed by and construed in accordance with laws of Singapore. Any dispute will be exclusively and finally settled by Courts of Singapore.
17. Miscellaneous
This Agreement shall be binding upon and shall inure to the benefit of each party, its successors and assigns. Fuji Xerox may, from time to time, subcontract performance of any of its obligations under this Agreement without prior consent of, or notice to Customer.
- [End of Agreement]