

## Terms and Conditions of Use of EP (Electronic Partnership)

1. "EP" shall mean a system that enables Fuji Xerox Co., Ltd., its sales companies, and their outsourcees (hereinafter collectively referred to as "Fuji Xerox, etc.") to obtain information on the usage status of the Machine used by a customer (hereinafter referred to as the "User") through electronic communication and to provide various services.
2. "EP Center" shall mean the place where servers, etc., are installed to receive the information specified in section 6.(1) hereof from the Machine.
3. "Machine" shall mean multifunction devices, printers, or the like which are confirmed by User as to the use of EP by submitting an application form designated by Fuji Xerox, etc. (hereinafter referred to as the "Application").
4. EP is available in following six types:

Machine with EP communication capability

- (1) EP-BB

This type embeds communication function in a multifunction device in order to establish a connection with the User's network environment (LAN) and send information to the EP Center via the Internet.

- (2) EP-DX

This type embeds facsimile function in a multifunction device in order to send information to the EP Center.

External EP communication devices

- (3) EPnet-BOX type L

This type connects to the User's network environment (LAN) to send information to the EP Center via the Internet.

- (4) EPnet-BOX type L (USB modem)

This type with a USB analog modem connects to the User's telephone line environment to send information to the EP Center via the ISP or the Internet.

- (5) EPnet-BOX 2 type LP, EPnet-BOX 3

This type connects to User's network environment (LAN) and, communicates with a Machine via the LAN to send information via the LAN to the EP Center on the Internet.

- (6) EPnet-BOX type W2, 3Gnet-BOX

This type embeds wireless communication module to send information to the EP Center by radio.

5. Fuji Xerox, etc., will use the information provided by the User in the Application solely for the following purposes.
  - (1) To provide the User with various services by EP.
  - (2) To provide notices to the User necessary for the administration of various services by EP.
  - (3) To use as addressee information to send materials, etc. requested by User concerning EP. etc.
  - (4) To identify the Machine and provide the User with information on the identified Machine.
  - (5) To conduct research to improve the quality of products or services that Fuji Xerox, etc., provides to the User, and to perform sales or marketing activities to the User, such as face-to-face selling.

6. The purposes for which EP is used by Fuji Xerox, etc., and information to be obtained by EP are as follows:

(1) Purposes of use and information to be obtained

Purpose of use	Information to be obtained
<ul style="list-style-type: none"> <li>• Automatic remote reading of the Machine's meter counts</li> <li>• Billing based on the above readings</li> <li>• Remote maintenance of the Machine</li> <li>• Delivery of consumables for the Machine</li> <li>• Quality improvement of the Machine</li> <li>• Proposals from Fuji Xerox, etc., to the User</li> </ul>	<ul style="list-style-type: none"> <li>• The Machine's various meter counts</li> <li>• Information on the replacement, replenishment, etc., of consumables for the Machine.</li> <li>• Information on the Machine for the automatic monitoring and diagnosis of malfunctions.</li> <li>• Information necessary for the automatic monitoring and diagnosis of malfunctions, extracted from the information which the User has registered on the Machine.</li> <li>• Local facsimile ID registered in the Machine (only for EP-DX)</li> </ul>

(2) Fuji Xerox, etc., will use the information specified in (1) above to the extent necessary for the purposes specified in (1) above. Provided, however, if such obtained information contains personal information, Fuji Xerox etc. may use it after it being processed so that an individual cannot be identified.

(3) Fuji Xerox, etc., will not use or disclose the obtained information for any purposes other than those listed in (1) above.

(4) Fuji Xerox, etc., may not be able to obtain information by EP in the following cases or due to technological or other reasons.

- (i) Machine is powered off or is otherwise unable to communicate with the EP Center.
- (ii) Machine information cannot be transmitted to the EP Center due to a communication line failure, etc.
- (iii) EP administration system is out of service for reasons of maintenance, etc.

7. Fuji Xerox, etc., will lend an external EP communication device, etc., to the User free of charge for a Machine that does not have EP communication capability. Ownership of and title to such external EP communication device, etc., shall remain vested in Fuji Xerox, etc., and the User shall keep and manage it with the due care of a prudent manager. If the Machine is owned by a lease company or other third party, the User shall take necessary actions to connect such device to the Machine such as obtaining the prior consent of the owner.

8. Conditions relating to the establishment of an EP connection environment, etc., shall be as follows:

- (1) A connection environment necessary for the Machine to communicate with the EP Center shall be provided by the User.
- (2) Expenses for installing power supplies, lines on premise, etc., necessary in relation to establishment of an EP connection environment and electricity charges shall be borne by the User.
- (3) Charges for usage of public telephone line, to the extent necessary for the use of EP, shall be borne by Fuji Xerox, etc.,
- (4) The User shall give prior notice to Fuji Xerox, etc. before relocating a Machine with an external EP communication device.

9. Security of EP-BB, EPnet-BOX (type L, type L (USB modem), type W2, 2 type LP and 3) and 3Gnet-Box are as follows:

- (1) Internet-based device types, which are EP-BB, EPnet-BOX type L, EPnet-BOX type L (USB modem), EPnet-BOX 2 type LP, and EPnet-BOX 3 (hereinafter collectively referred to as "EPnet-BOX except type W2") and 3Gnet-BOX, use digital certificates for rigid client authentication for communication.
- (2) Communications between EP-BB, EPnet-BOX except type W2 or 3Gnet-BOX, and EP Center are protected against hacking and tampering by SSL encryption. EP Center authenticates EP-BB, EPnet-BOX except type W2 and 3Gnet-BOX to prevent unauthorized access.

- (3) Under EP-BB, EPnet-BOX 2 type LP, EPnet-BOX 3 or 3Gnet-BOX, the EP administration system cannot independently access the Machine, except only to change EP-related system settings for the Machine upon polling when the Machine reports to the EP Center.
- (4) Under EP-BB, all types of EPnet-BOX and 3Gnet-BOX, information on the User or the Machine will not be sent to the EP Center for any purposes other than those specified in section 6.(1) hereof.

10. Security of EP-DX is as follows.

The communication protocol used by EP-DX adopts the Fuji Xerox unique command protocol designed for the EP system and does not use Internet or LAN protocols such as TCP/IP. If any undefined command is received, the line is disconnected immediately.

(1) ID authentication

An authentication function is implemented using static ID as prescribed between EP Center and each Machine.

(2) Encryption

Encryption via a symmetric key is implemented.

(3) Unique protocol

EP-DX adopts an EP-unique command protocol, and the line is immediately disconnected upon receipt of any command that is not included in the prescribed command set.

11. EP shall be used in accordance with the following restrictions and instructions:

(1) Restrictions on the Use of EPnet-BOX type W2 and 3Gnet-BOX

AS EPnet-BOX type W2 and 3Gnet-BOX (hereinafter collectively referred to as "This Machine") has wireless communication capability, This Machine shall be used with the same restrictions that apply to an ordinary cellular phone.

- (i) Persons with implantable heart pacemakers or cardioverter-defibrillators should stay at least 22 centimeters away from This Machine or its wireless communication unit; otherwise, the performance of such pacemakers or defibrillators might be affected by radio waves.
- (ii) This Machine shall not be installed or used in areas where its use is restricted, such as airplanes and hospitals; otherwise, electronic devices or medical electrical devices might be affected. When using This Machine in medical facilities, follow instructions of each medical facility. Use of This Machine in an airplane or other area where its use is prohibited may be punishable by law.
- (iii) The use of This Machine in medical facilities shall be subject to the instructions below:
  - Do not bring This Machine into operating rooms, intensive care units (ICU), or coronary care units (CCU).
  - Do not use This Machine in hospital wards.
  - Do not use This Machine when medical electrical devices are nearby, whether in the lobby or elsewhere.
  - When medical facilities individually specify the areas where This Machine is prohibited to be used, or is prohibited to be brought in, follow the instructions of the medical facilities.
- (iv) If medical electrical devices other than implantable heart pacemakers or cardioverter-defibrillators are expected to be used near This Machine, the User shall check on their susceptibility to radio waves with the manufacturer of the devices, etc. The devices' performance may be affected by radio waves.

(2) Restrictions for Using the EP-DX

Machines equipped with the EP-DX may display the following message on its operation panel while transmitting data to the EP Center. During data transmission, the Machine will preferentially process the transmission, and, upon its completion, the message on the operation panel will disappear. Data transmission usually takes about five (5) minutes. User shall use the Machine after the message on the operation panel disappears.

<Message example 1 for EP-DX>

**Remote maintenance or remote service is in progress.**

<Message example 2 for EP-DX>

**Remote maintenance is in progress.**

12. Fuji Xerox, etc., may change this Terms and Conditions of Use at any time without prior notice to the User whenever it deems necessary. Provided, however, in the case of a change that Fuji Xerox, etc., deems to have a substantial impact on the User, Fuji Xerox, etc., will give reasonable prior notice or announcement to the User.
13. The User or Fuji Xerox, etc., may terminate the use of EP by giving prior notice to the other party. In this case, the User shall immediately return the borrowed external EP communication device, etc. to Fuji Xerox, etc.
14. If there is any contradiction between what the English language version of this Terms and Conditions of Use says and the Japanese language version thereof says, then the Japanese language version shall take precedence.

Final revision on October 9, 2014