

**Terms and Conditions of “Device Log”**    Version1: 20230220

1. Definitions

- 1.1 “**Account**” means a selected numbers of MFDs located at the Ordering Party’s premise.”
- 1.2 “**MFD**” means any multifunction device(s) manufactured by the Service Provider and/or its Affiliates.
- 1.3 “**Order Form**” means the ordering documents stating the purchase of the Service agreed to between the parties in writing from time to time. Such Order Form shall be deemed incorporated into and part of this Order.
- 1.4 “**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.
- 1.5 “**System Administrator**” means a User designated by the Ordering Party to administer the Account.
- 1.6 “**System Administrator ID**” means an Identification Name issued by the Service Provider which enables System Administrator to access the Service at any time during the term of the Order.
- 1.7 “**User**” means individual(s) who are authorized by the Ordering Party to use the MFD.

2. Scope of Services

During the term of this Order, the Service Provider agrees to provide the following Services to the Ordering Party:

- (a) provide Usage Data of the Account, within the data center controlled by the Service Provider’s headquarters in Japan;
- (b) allow the Ordering Party to track and review the Usage Data;
- (c) 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 the Service Provider.
- (d) 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 the Ordering Party 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.

3. Term and Termination

- 3.1 Unless otherwise set forth in the Order Form, the Service shall commence on the commencement date and shall continue for a period as specified in the Order Form. The term of the Order shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal, unless the Ordering Party gives the Service Provider written notice of termination at least thirty (30) days prior to the end of each term.
- 3.2 Either party may terminate the Services/ Order/ Order for breach of any clause of the Services of this Order, by giving not less than thirty (30) days’ prior written notice specifically identifying the breach, unless the breach is cured within the said thirty (30) day period.

4. System Administrator(s)

- 4.1. The Ordering Party shall appoint at least one (1) System Administrator and shall notify the Service Provider 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. The Service Provider will issue a System Administrator IDs to each of the System Administrator(s) up to the maximum limit allowed under this Order. System Administrator shall reregister in the manner prescribed by the Service Provider. 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 Order.
- 4.3 Each System Administrator may only allow to administer one (1) Account.
- 4.4 One (1) Account contains at least one MDF, and the Ordering Party may create a maximum of one hundred (100) Accounts.
- 4.5 The Usage Data stored in an Account by the Service Provider shall be deleted when it exceeds the storage period as determined by the Service Provider. The Ordering Party 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 the Service Provider, 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 Ordering Party acknowledges and agrees that the Ordering Party shall contract with each communication line and Internet service provider (“3<sup>rd</sup> party Internet services”) in connection with the Service, at its own cost and responsibility. For the avoidance of doubt, the Service Provider is not responsible and disclaims all liability for any

- delays, failures or damage resulting from the problems caused by 3<sup>rd</sup> party Internet Services. The Ordering Party 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 Service Provider official web site.
- 4.8. The Ordering Party agrees that the Service Provider may access Ordering Party's Account, including usage data, solely to respond to service or technical problems or for upgrading to new services.
5. Ordering Party's obligations
- 5.1. The Ordering Party shall be responsible for protecting its data, including making its own backup copies, at its own expense.
- 5.2. The Ordering Party 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. The Service Provider shall not be liable for any loss or damage incurred by the Ordering Party due to a breach of this clause by the Ordering Party.
6. LIMITATION OF LIABILITY
- 6.1 TO FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES (AND THEIR EQUIVALENTS UNDER RESPECTIVE APPLICABLE LAW) EXCEPT FOR THOSE WHICH ARE EXPRESSLY PROVIDED IN THIS ORDER, 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 THE SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY ORDERING PARTY 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 ORDER OR THE SERVICE PROVIDER 'S DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS.
- 6.3. IN NO EVENT WILL THE SERVICE PROVIDER 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 THE SERVICE PROVIDER 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, THE SERVICE PROVIDER AND ITS LICENSOR'S AGGREGATE LIABILITY UNDER THIS ORDER WILL BE LIMITED TO THE AMOUNT WHICH THE ORDERING PARTY ACTUALLY PAY THE SERVICE PROVIDER UNDER THIS ORDER FOR THE SERVICE THAT GAVE RISE TO CLAIM DURING 12 MONTHS PRECEDING THE CLAIM.
7. Change in or suspension of Services  
The Service Provider may change or suspend any part of the Services without the Ordering Party'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, the Service Provider shall use commercially reasonable efforts to notify the Ordering Party in advance of such intended actions.
8. Force Majeure Events  
The Service Provider shall not be liable to the Ordering Party for any failure to perform any of its obligations under this Order 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 Order may be terminated by either party with 7 days' prior written notice. The Service Provider 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 Order ("Disclosing Party") may from time to time during the term of this Order disclose to the other party ("Receiving Party") certain confidential information ("Confidential Information"). The Receiving Party shall keep the Confidential Information in confidence and shall not disclose it to any third party without the Disclosing Party's written permission. The Receiving Party shall limit the access and disclosure of the Confidential Information to only its officers and employees on a need-to-know basis. Provided however that the 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 Order;
- (b) now or in the future becomes known to the public without breach of this Order;
- (c) lawfully received from a third party without breach of this Order;
- (d) disclosed with the prior written approval of the Disclosing Party;
- (e) independently developed without the use of the Confidential Information; and

- (f) required to be disclosed, by applicable law, by any regulatory authority, or in a judicial or administrative proceeding.
- 9.2 Upon the expiry or termination of this Order, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information in its possession within ten (10) days of such expiry or termination.
- 9.3 The confidentiality obligations set forth in this clause 12 shall survive for three (3) years after the termination or expiration of this Order.
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 The Ordering Party understands that there is a risk that any personal information that it sends over the internet may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. The Service Provider shall not be responsible for any loss or damage incurred due to any third-party intercept.
11. Third party's right
- 11.1 The Ordering Party agrees not to post any materials infringing any third party's rights, including but not limited to copyright, trade secrets or portrait right, through the Services. The Ordering Party 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, the Service Provider 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 the Ordering Party, in accordance with its internal policy.
- 11.3 The Ordering Party shall indemnify and hold harmless the Service Provider for any claims by third parties in relation to breach of this clause.
12. No assignment of rights and obligations  
The Ordering Party shall not assign this Order/Order without the prior written consent of the Service Provider, which consent shall not be unreasonably withheld or delayed.
13. Termination
- 13.1 Either party may terminate the Services/ Order/ Order for breach of any clause of the Services of this Order, by giving thirty (30) days' prior written notice specifically identifying the breach, unless the breach is cured within the said thirty (30) day period.
- 13.2 Notwithstanding clause 13.1 above, the Service Provider may suspend or terminate the Ordering Party's access to and use of the Services at any time, where the Ordering Party is, in the Service Provider's sole opinion, a repeat infringer of the

terms of this Order.

14. Effect of termination
- 14.1 Early termination under clause 13.1 due to the Ordering Party and under clause 13.2 by the Ordering Party, the Ordering Party shall pay to the Service Provider any outstanding Service Fees upon such termination and shall not claim from the Service Provider any unused Service Fees from the date of the termination until the end of the Term of the Order and to pay to the Service Provider the Service Fees for the remaining period of the then current term (irrespective on the payment frequency for the Service Fees).
- 14.2 Upon the termination of this Order, the Service Provider will:
- (a) invalidate the User IDs used by the Ordering Party for the Services;
  - (b) disable the Ordering Party's login to the Services; and
  - (c) delete the Data (if any) remaining in the Cabinet.
15. Privacy Policy  
The Ordering Party hereby agrees that the acceptance of the terms of this Order includes acceptance of the Service Provider's privacy policy, the most current version of which is available at the following URL: [https://www.fujifilm.com/fbglobal/eng/common/privacy\\_policy/](https://www.fujifilm.com/fbglobal/eng/common/privacy_policy/), or by contacting the Service Provider's designated representative.
16. Governing law  
This Order shall be governed by and construed in accordance with the laws of Thailand. Any dispute, controversy, or claim arising out of, relating to, or having any connection with this Order or otherwise related to Services under this Order, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be irrevocably submitted to and finally settled by the exclusive jurisdiction of the Court of Thailand.
17. Miscellaneous  
This Order shall be binding upon and shall inure to the benefit of each party, its successors and assigns. The Service Provider may, from time to time, subcontract performance of any of its obligations under this Order without prior consent of, or notice to the Ordering Party.