

Terms and Conditions of “Working Folder” Version1: 20230220

1. Definitions

- 1.1 “**Cabinet**” refers to a virtual space for sharing documents within a data center controlled by the Service Provider’s headquarters in Japan.
- 1.2 “**User**” refers to an individual designated by the Ordering Party as an user of the Services.
- 1.3 “**Administrator**” refers to someone designated by the Ordering Party to administer the Cabinet.
- 1.4 “**User ID**” refers to an identity number issued by the Service Provider, and the Ordering Party is required to use the User ID to access the Services.
- 1.5 “**FUJIFILM BUSINESS INNOVATION’s Multifunction Device**” refers to a multifunction device manufactured by FUJIFILM Business Innovation Corp. and/or its affiliates.
- 1.6 “**DocuWorks**” is the title of a software owned by FUJIFILM Business Innovation Corp.
- 1.7 “**Services**” refer to the services specified in Section (1) on the cover page of this Order.

2. Scope of Services

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

- (a) via the Internet, a document sharing system created at a data center.
- (b) one (1) Cabinet or more as stated in the cover page of the Order.
- (c) document sharing, viewing, and search functions which are accessible via the following software and equipment:
 - (i) FUJIFILM BUSINESS INNOVATION’s Multifunction Devices (except for certain models);
 - (ii) DocuWorks (software owned by FUJIFILM Business Innovation Corp.);
 - (iii) Web browser; and
 - (iv) Smartphones (except for certain models). Please visit the website <https://www-fbth.fujifilm.com> for a complete list of FUJIFILM BUSINESS INNOVATION’s Multifunction Devices and Smartphone models which are compatible with the Services.
- (d) respond to queries from the Ordering Party, in relation to the scope of the Services excluding queries on software and products not manufactured by FUJIFILM Business Innovation Corp.

3. Details

- 3.1 The Ordering Party shall appoint up to two (2) Administrators to administer the Cabinet, and up to two (2) persons as their “Designated Contact Persons” who are authorized to make queries on behalf of the Ordering Party.
- 3.2 For any subsequent changes to the Administrator and/or Designated Contact Person, the Ordering Party shall submit the names and contact details of the new Administrator and/or Designated Contact Person to the Service Provider within one (1) week of their appointment. The Service

Provider has a reasonable time to update their records and shall not be liable for any loss or damage incurred by the Ordering Party as a result of the outdated records.

- 3.3 The Ordering Party’s Administrator shall be solely responsible for appointing such persons as Users of the Services and granting access to such Users.
- 3.4 The Service Provider shall allocate an User ID to the Administrator, who shall in turn allocate User IDs to the Users, up to the maximum limit allowed under this Order. For the avoidance of doubt, one (1) User ID can only be used by one (1) individual, and the sharing of User IDs constitutes a breach of the terms of this Order.
- 3.5 The Ordering Party shall, at its own expense, apply and pay for its own telecommunication lines, internet connection services and all related services (“Third Party Services”), to ensure that it is able to use the Services. The Service Provider shall not be liable for the Third-Party Services.
- 3.6 If the Ordering Party wishes to use the Services via a FUJIFILM BUSINESS INNOVATION’s Multifunction Device, it has to request the Service Provider to install a Special Service Module in such device at the Ordering Party’s own cost.

4. Ordering Party’s obligations

- 4.1. The Ordering Party shall be responsible for protecting its Data, including making its own backup copies, at its own expense.
- 4.2. The Ordering Party shall be solely responsible for the use and protection of their Use IDs and passwords, and shall take the necessary precautions to ensure that unauthorized parties do not gain access to their Cabinet or the Data therein. The Service Provider shall not be liable for any loss or damage incurred by Ordering Party due to a breach of this clause by the Ordering Party.

5. LIMITATION OF LIABILITY

- 5.1. 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.
- 5.2. IN NO EVENT WILL THE SERVICE PROVIDER BE LIABLE FOR ANY DAMAGE OR LOSS INCURRED BY THE 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.

- 5.3 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.
- 5.4 IN ANY EVENT, THE SERVICE PROVIDER AND ITS LICENSOR'S AGRREGATE 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 TWELVE (12) MONTHS PRECEDING THE CLAIM.
6. 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 not be liable to any consequence occur to the Ordering Party.
7. Force Majeure Events and interruptions to Services
- 7.1 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 including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority ("Force Majeure Event"). In such event, the Service Provider shall, as far as possible, promptly provide the Ordering Party with written notice of the Force Majeure Event. The Service Provider will be excused from performing its obligations under this Order for the duration of the Force Majeure Event, but if the Force Majeure Event lasts longer than thirty (30) days, this Order may be terminated by either party with seven (7) days' prior written notice.
- 7.2 The Service Provider may suspend the Services in whole or part at any time, with prior notice to the Ordering Party (with the exception of emergency situations where no prior notice will be given) for purposes of maintenance, inspections, upgrading or repair work.
- 7.3 The Ordering Party shall not be entitled to any refund of the Service Fees if the Services are suspended due to Force Majeure Event.
8. Subcontract
The Service Provider may, from time to time, subcontract the performance of any of its obligations under this Order without the prior consent of, or notice to the Ordering Party
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; and
 - (e) independently developed without the use of the Confidential Information.
 - (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 the relevant personal data laws and regulations in the country where the 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 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 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 Either party may terminate the Services under this Order at any time without any reason, by giving the other party thirty (30) days' prior notice in writing.

13.3 Notwithstanding clauses 13.1 and 13.2 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 clauses 13.1 and 13.2 due to the Ordering Party and under clause 13.3 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.

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, 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 the non-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.