

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) "**Commencement Date**" means the date Fuji Xerox first provides the Customer access to the Services.

(2) "**Customer**" means the customer designated on the Order Form.

(3) "**Fuji Xerox**" means Fuji Xerox Australia Pty Ltd.

(4) "**GST**" means goods and services tax and has the same meaning given to it in any law imposing a GST including A New Tax System (Goods & Services Tax) Act 1999 (Cth).

(4) "**MFD**" means any multifunction device(s) manufactured by Fuji Xerox Co., Ltd and/or its affiliates.

(5) "**Non-Excludable Rights**" has the meaning given in clause 6.1A.

(6) "**Order Form**" means the ordering mechanism (whether electronic or otherwise) stating the purchase of the Service 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.(7) "**Service**" means log and device management services specified in the Order Form and contemplated at clause 2.

(8) "**System Administrator**" means a User designated by the Customer to administer the Account, appointed in accordance with this Agreement.

(9)"**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.

(10) "**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.

(11) "**User**" means individual(s) who are authorized by Customer to use MFDs.

2. **Scope of Services**

2.1 By submitting an Order Form, the Customer

irrevocably offers to acquire the Services from Fuji Xerox. 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 Co., Ltd.'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 Co., Ltd.

(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.

3. **Term**

3.1 Unless otherwise set forth in the Order Form, the initial term of this Agreement shall commence on the Commencement Date and shall continue (unless otherwise stated in the Order Form) for one (1) year ("Initial Term"). The term of the Agreement shall automatically renew for additional periods of one (1) year (each an "Extended Term") at the list price in effect at the time of renewal, unless either party gives at least one (1) month's prior written notice to the other party to terminate this Agreement.

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 allow 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 Fuji Xerox shall be deleted when it exceeds the storage period as determined by 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 and using commercially available anti-virus protection, 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.

- 5.3. Customer shall pay all Service Fees specified in all executed Order Forms hereunder.
- 5.4. Services Fees (and applicable taxes, including GST) will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, all fees are due by the due date specified in the Order Form, or if not stated therein, net within fifteen (15) days from the date of invoice. Any unused fee paid by Customer to Fuji Xerox for the Service at the end of monthly period will be expired and retained by Fuji Xerox.
- 5.5. Any amount not paid within the period set forth above shall bear interest at a rate of twelve percent (12%) per annum or the maximum rate of interest allowable under the applicable law.

6. LIMITATION OF LIABILITY

- 6.1A. Nothing in this Agreement shall be construed as limiting, excluding or modifying any warranty, guarantee or other right enjoyed by the Customer which cannot lawfully be limited, excluded or modified, including any statutory guarantee provided to ‘consumers’ under the Competition and Consumer Act 2010 (Cth) (“Non-Excludable Rights”). Where permitted by law to do so, Fuji Xerox limits its liability for any Non-Excludable Rights to, at Fuji Xerox’s option: (a) in the case of goods, any one or more of the following: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and (b) in the case of services, any one or more of the following: supplying the services again; or the payment of the cost of having the services supplied again.
- 6.1. TO FULLEST EXTENT PERMITTED BY LAW AND SUBJECT TO ANY NON-EXCLUDABLE RIGHTS, 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. SUBJECT TO THE NON-EXCLUDABLE RIGHTS AND

TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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. SUBJECT TO THE NON-EXCLUDABLE RIGHTS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FUJI XEROX BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; DATA LOSS OR CORRUPTION; LOST PROFITS, REVENUE, SAVINGS, GOODWILL, USE OR OPPORTUNITY; OR BUSINESS INTERRUPTION, IN ANY WAY ARISING OUT OF OR RELATING TO SERVICES.

6.4. SUBJECT TO THE NON-EXCLUDABLE RIGHTS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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. SUBJECT TO THE NON-EXCLUDABLE RIGHTS AND TO THE MAXIMUM EXTENT PERMITTED BY LAW,, FUJI XEROX AND ITS LICENSOR'S AGRREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUE OR OTHERWISE) 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 and Suspension
- 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 and requiring it to be cured, unless the breach is cured within said 30 day period.
- 13.2 Either party may terminate this Agreement at any time without any reason, by giving other party 2 months' 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, in breach 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.
- 14.2 In the event that the Customer terminates this Agreement without cause during the Initial Term or during any Extended Term, the Customer agrees to pay Fuji Xerox any unpaid Service Fees for the remaining period of the then current term (irrespective on the payment frequency for the Service Fees).
- 14.3 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 New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
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]