

the Service Provider. During the term of this Agreement and subject to Ordering Party's

Ordering Party:
Address:
Company name:
Job Title:
Name:

Seal/Company Stamp

Scan Translation Terms and Conditions

1. Definitions

"Administrator": means a User who is designated by Ordering Party to administer other Users, appointed in accordance with this Agreement.

"Commencement Date": means the date the Service Provider first provides the Ordering Party access to the Services.

"FX's Multifunction Device": means any multifunction device manufactured by Fuji Xerox Co., Ltd and/or its affiliates.

"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).

"Non-Excludable Rights": has the meaning given in clause 6.1A.

"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.

"Service": means scan translation services specified in the Order Form.

"Service Provider": means Fuji Xerox Australia Pty Ltd.

"User": means an individual designated by Ordering Party to use the Services in accordance with this Agreement. **"User ID"**: means an Identification Name issued by Service Provider which enables User to access the Service at any time during the term of the Agreement.

"User Dictionary": means a feature provided by Service Provider, enables Ordering Party to register special words into the User Dictionary.

2. Scope of Services

2.1 By submitting an Order Form, the Ordering Party irrevocably offers to acquire the Services from

2.2

translation Services.

2.3

Subject to clause 7 (Force Majeure), Service Provider agrees to provide support Services (excluding queries on software and products not manufactured by Fuji Xerox Co., Ltd) during the following hours:-

(i) For queries via telephone (by Ordering Party's Designated Contact Person): every day from 9:00am to 12:00pm, and from 1.00pm to 5.30pm, excluding weekends and public holidays (in the country/territory where the Services are provided).

(ii) For queries via e-mail (by Ordering Party's Designated Contact Person): 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.

Administrator(s)

3.1

Ordering Party shall appoint up to 2 Administrators to administer User, and up to 2 persons as their "Designated Contact Persons" who are authorized to make queries on behalf of Ordering Party. Ordering Party's Administrator shall be solely responsible for appointing such persons as Users of Services, and granting access to such Users.

3.2

Service Provider shall allocate a User ID to Administrator, who shall in turn allocate User IDs to Users, up to maximum limit allowed under this Agreement. For avoidance of doubt, 1 User ID can only be used by 1 individual, and the sharing of User IDs constitutes a breach of terms of this Agreement.

3.3

If Ordering Party wishes to use Services via a FX's Multifunction Device, it has to request Service Provider to install a Special Service Module in such device at Ordering Party's own cost.

4.

Ordering Party's obligations

4.1.

Ordering Party shall be responsible for all

- activities that occur under its User's account.
- 4.2. Ordering Party shall be solely responsible for use and protection of their Use IDs and passwords, and shall take necessary precautions to ensure that unauthorized parties do not gain access to the Services or data therein (including using commercially available anti-virus protection). Service Provider shall not be liable for any loss or damage incurred by Ordering Party due to a breach of this clause by Ordering Party.
5. Payment of Fees
- 5.1 Ordering Party shall pay all Service Fees specified in all executed Order Forms hereunder.
- 5.2 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, within fifteen (15) days from the date of invoice. Any unused fee paid by Ordering Party to Service Provider for the Service at the end of monthly period will be expired and retained by Service Provider.
- 5.3 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 Ordering Party 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, Service Provider limits its liability for any Non-Excludable Rights to, at Service Provider'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, SERVICE PROVIDER 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 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 AGREEMENT OR SERVICE PROVIDER'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 SERVICE PROVIDER 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 SERVICE PROVIDER 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, THE SERVICE PROVIDER AND ITS LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE) WILL BE LIMITED TO THE AMOUNT WHICH ORDERING PARTY ACTUALLY PAY SERVICE

PROVIDER UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO CLAIM DURING 12 MONTHS PRECEDING THE CLAIM.

7. Force Majeure Events

Service Provider shall not be liable to Ordering Party 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. Service Provider will not give any refund of Service Fees if Services are suspended due to Force Majeure Event.

8. Confidentiality

- 8.1 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.
- 8.2 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.
- 8.3 The confidentiality obligations set forth in this clause shall survive for 3 years after termination or expiration of this Agreement.

9. Personal information

- 9.1 Each party agrees to comply with relevant personal data laws and regulations in the country where Services are provided.
- 9.2 Ordering Party 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.

10. Third party's right

- 10.1 Ordering Party hereby acknowledge and agree that all right, title, and interest in any translated material, receive from Ordering Party, arising out of, or in connection with, performing the Services are the sole and exclusive property of Service Provider.
- 10.2 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 Services. Ordering Party also agrees to be solely liable for any infringement claims (actual or alleged) by any owners of such rights.
- 10.3 Upon receiving any notice of infringement of third party's rights (actual or alleged) from any owners of such rights, 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 Ordering Party, in accordance with its internal policy.

11. No assignment of rights and obligations

Ordering Party shall not assign this Agreement without prior written consent of Service Provider, which consent shall not be unreasonably withheld or delayed.

12. Term and Termination

- 12.1 The initial term of this Agreement starts on the Commencement Date and continues (unless otherwise is stated in the Order Form) for one (1) year ("Initial Term").
- 12.2 This Agreement will be renewed automatically for one (1) year each (each an "Extended Term"), unless either party gives at least one (1) month's prior written notice to the other party to terminate this Agreement.

12.2 Service Provider may suspend or terminate Ordering Party's access to and use of Services at any time, where Ordering Party is, in Service Provider's sole opinion, in breach of the terms of this Agreement.

13. Effect of termination

13.1 Upon termination of this Agreement, Ordering Party shall pay Service Provider for all Services rendered, up to the last day of this Agreement.

13.2 In the event that the Ordering Party terminates this Agreement without cause during the Initial Term or during any Extended Term, the Ordering Party agrees to pay the Service Provider any unpaid Service Fees for the remaining period of the then current term (irrespective on the payment frequency for the Service Fees).

13.3 Upon termination of this Agreement, Service Provider will: (a) invalidate User IDs used by Ordering Party for Services; (b) disable Ordering Party's login to Services; and (c) delete data (if any) remaining in Services.

14. Privacy Policy

Ordering Party hereby agrees that the acceptance of terms of this Agreement includes acceptance of Service Provider's privacy policy, the most current version of which is available at http://www.fujixerox.com/eng/common/privacy_policy/, or by contacting Service Provider's designated representative.

15. Governing law

This Agreement shall be governed by and construed in accordance with laws of Japan. Any dispute will be exclusively and finally settled by the Tokyo District Court of Tokyo.

16. Miscellaneous

This Agreement shall be binding upon and shall inure to the benefit of each party, its successors and assigns. Service Provider may, from time to time, subcontract performance of any of its obligations under this Agreement without prior consent of, or notice to Ordering Party.

[End of Agreement]