

AGREEMENT FOR Kyocera Cloud Information Manager

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and

BETWEEN

KYOCERA Document Solutions Inc., a corporation duly organised and existing under the laws of Japan, having its registered office at 2-28, 1-Chome, Tamatsukuri, Chuo-ku, Osaka 540-8585 Japan, hereinafter referred to as "KDC";

AND

KYOCERA Document Solutions Asia Limited, a corporation duly organised and existing under the laws of Hong Kong, having its registered office at 13/F., Mita Centre, 552-566, Castle Peak Road, Tsuenwan, NT, Hong Kong, hereinafter referred to as "KDAS";

Collectively, KDC and KDAS shall be referred to as "Parties", and individually as "Party".

PREAMBLE

WHEREAS, KDC is the proprietor of intellectual property rights, including copyrights, on certain services and software, or is authorized by the third party proprietor to license such rights.

WHEREAS, KDC has agreed to grant KDAS the right to access such services and use the software and sublicense the software to KDAS's sales companies, authorized dealers, authorized distributors and authorized resellers.

WHEREAS, KDC has agreed to grant KDAS the right to access the services and use the software that fall within the scope of this Agreement and under the terms of this Agreement.

THEREFORE, Parties agree as follows:

Article 1 - Definitions

- 1.1 "Business Customer" means customer of Sales Company or Authorized Dealer who has access to the Services on a trial basis or purchased access to the Services for use by Employees.
- 1.2 "Service/Services" means the service as described in the Exhibit A.
- 1.3 "Operational Level Agreement" means the level of the Services agreed by KDC.
- 1.4 "Software" means the computer program(s) that may be used to access the Services as described in the Exhibit A.
- 1.5 "Intellectual Property" means all (i) patents, patent applications and inventions (whether patentable or not), (ii) trademarks, trade names and domain names, (iii) copyrights and copyrightable works (including computer program and mask work), and (iv) all other forms of intellectual property, such as data and databases.
- 1.6 "Agreement" means this agreement between KDC and KDAS.
- 1.7 "Sales Company" means a sales company in the territory of KDAS.
- 1.8 "Authorized Dealer" means an authorized dealer, authorized distributor and authorized reseller of KDAS or its Sales Company.
- 1.9 "End User/End Users" means an Employee of Business Customer, Sales Companies, or Authorized Dealers who has licensed the Software and purchased access to the Services.

- 1.10 "Personal Data" means any information relating to an identified or identifiable natural person.
- 1.11 "Employee" means any employee of the Business Customer, Sales Companies, or Authorized Dealers.
- 1.12 "Restricted Territory" means Cuba, Iran, North Korea, Sudan, Syria, Region of Crimea, Russia, ~~or the People's Republic of China, Hong Kong SAR or Taiwan~~. KDC may change the countries from time to time and will provide written notice to KDAS of such change.
- 1.13 "Promotion Purpose" means the purposes of sales promotion of the Software and/or the Service.
- 1.14 "NFR License" means the non-exclusive and non-transferable right to use the Software and/or the Service solely for Promotion Purpose and set forth in the article 2.4.

Article 2 – Grant of license, limitations

- 2.1 Subject to the provisions of this Agreement, KDC hereby grants to KDAS the non-exclusive right to use the Software including associated documentation and access to the Services and allows KDAS to sublicense the Software including the associated documentation and the access to the Service to KDAS's Sales Companies or Authorized Dealers ("Sublicense Right") who can sublicense the non-exclusive and non-transferable right to use the Software and Service to its Business Customers provided that KDAS concludes, directly or indirectly, an agreement with its Sales Company or Authorized Dealers who will conclude an agreement with the Business Customer containing no less than the terms and conditions contained in this Agreement.
- 2.2 The license to use the Software includes the right to load, display, execute, install, distribute, sell, transfer, lease, license, or otherwise dispose of the Software in so far as the use is in accordance with the intended use. The intended use of the Software is for Business Customer to enable End Users and/or Employees to access the Services through hardware or mobile devices in the cloud. Notwithstanding above, NFR License to use the Software shall not include the right to distribute, sell, transfer, lease and license the Software and any other act for any purpose other than Promotion Purpose.
- 2.3 KDAS shall not make certain functions of the Software and/or the Service that is separately designated by KDC, including the Microsoft365 Connector, available to End Users in the Restricted Territory. KDAS shall obtain KDAS's Sales Companies' and Authorized Dealer's commitment not to make certain functions of the Software and/or the Service that is separately designated by KDAS, including the MS 365 Connector available to End Users in the Restricted Territory.
- 2.4 Subject to the provisions of this Agreement, KDC hereby grants to KDAS NFR License and allows KDAS to sublicense NFR License to KDAS's Sales Companies or Authorized Dealers. If KDAS use the Software and/or the Service under NFR License, KDAS shall not use the Software and/or the Service for any purpose other than Promotion Purpose. For clarity, KDAS shall not have the right to allow its Sales Companies or Authorized Dealers to sublicense NFR License to anyone including Business Customer.
- 2.5 KDAS shall not reverse engineer, disassemble or decompile all or a part of the source code of the Software.
- 2.6 Before establishing interoperability of the Software with other Software, KDAS shall request KDC for the required information and for approval to establish the interoperability. This approval shall not unreasonably be withheld.
- 2.7 KDC is entitled to enhance, change, or otherwise modify the specifications of the Software from time to time, in its sole discretion, and will provide written notice to KDAS of the same.
- 2.8 When Business Customer access and use other third party software or services ("Third Party Products") including but not limited to Microsoft 365 in connection with Software and Service,

KDAS shall inform Business Customer that Business Customer is required the appropriate license to access and use such Third Party Products and responsible for complying with all applicable terms, policies and licenses governing its access and use of such Third Party Products.

Article 3 – Warranty and Limitation of Liability

- 3.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, USE, DISTRIBUTION OR MARKETING OF THE SOFTWARE OR ANY RELATED ITEM OR SERVICES PROVIDED BY KDC OR ITS LICENSOR, HOWSOEVER ARISING AND UNDER ANY THEORY OF LEGAL LIABILITY AND NOTWITHSTANDING THAT THE DAMAGES WERE REASONABLY FORESEEABLE OR THAT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KDC'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT KDAS ACTUALLY PAYS TO KDC UNDER THIS AGREEMENT FOR THE SERVICE DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. THE LIMITATIONS IN THIS ARTICLE 3.1 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 3.2 KDC warrants that it shall provide the Services as agreed in the Operational Level Agreement as amended from time to time.

Article 4 – Intellectual Property rights, Data Processing

- 4.1 KDAS acknowledges that all Intellectual Property rights, including but not limited to copyrights and patent rights, related to the Software are the sole property of KDC or its licensors.
- 4.2 KDAS shall not take any action prohibited in this Agreement, including but not limited to transferring KDAS's right of use of the Software to a third party, disclosing the information designated as confidential by KDC related to the Services and Software or redesigning the program of Software.
- 4.3 KDAS shall obtain consent from Business Customer to KDC or its licensors to use Business Customer's content or information uploaded on the Service and created by or related to the use of Service to the extent necessary to host, duplicate or provide the Services to Business Customer.
- 4.4 Except for the rights granted in previous article 4.3, and the other rights to the extent reasonably necessary to provide the Services, KDC shall not claim any ownership, intellectual property or any other rights to with respect to the content or information uploaded on the Service.
- 4.5 KDC indemnifies KDAS for any third party claim that an Intellectual Property right in the Software or Services would infringe on a third party right.
- 4.6 KDC shall process personal data (defined in article 2.1 of Act on the Protection of Personal Information(Japan)) of End Users obtained from KDAS in connection with or related to the use of Service or Software, in accordance with Personal Information Protection Policy located at https://www.kyoceradocumentsolutions.com/en/privacy/basic_policy.html and the privacy statement agreed between the parties.
- 4.7 It is KDAS's responsibility to inform Sales Companies, Authorized Dealers and End Users on how Software processes their Personal Data. Parties concluded a respective Data Transfer Agreement which contain details regarding Parties' roles and responsibilities and in order to ensure that Parties process Personal Data in compliance with applicable data protection laws.

Article 5 – License fee

- 5.1 The license fee for the Services and Software, and the payment terms shall be separately mutually agreed between Parties. However, KDC shall not charge KDAS for any license fee of the specified account that will not be charged (“Free Account”) for Services or Software.
- 5.2 KDC has the rights to increase or add new fees for the Service by giving KDAS at least six (6) months’ prior notice. However, KDC agrees that license fee KDAS paid to KDC before such increase will remain in force.
- 5.3 All amounts of the paid license fee for the Services and Software are non-refundable except that KDC shall provide a refund for the remaining license fee in case KDC terminates this Agreement under article 6.2, 6.3(ii) or 6.4.

Article 6 – Term and termination

- 6.1 This Agreement shall become effective on the Effective Date and continues to be in effect until terminated in accordance with this Agreement.
- 6.2 Either Party may terminate this Agreement by giving the other party fifteen (15) months prior written notice of termination and discussion between the Parties.
- 6.3 KDC has the right to terminate this Agreement with immediate effect upon written notice to KDAS if (i) KDAS is in default of payment of an invoice in relation to this Agreement and has failed to cure such default within thirty (30) days of a written notice of default from KDC; (ii) KDC’s relationship with a third party provider who provides software or other technology used to provide the Service to KDC expires, terminates or requires KDC to change the way the software or other technology is provided as part of the Service.
- 6.4 KDC has the right to terminate this Agreement if the cloud services provider Google Cloud Japan G.K. (“Google”) intends to terminate the applicable cloud services agreement with KDC due to:
- a. Google compliance with the law or requests of government entities.
 - b. For any other cause Google terminates the applicable cloud services.
- Changes to and availability of Google cloud services is detailed at <https://cloud.google.com/terms/> or on the current Google web page. KDC shall inform KDAS immediately in writing of such change.
- 6.5 In case of expiration or termination of this Agreement, KDAS shall cease the usage of the applicable Software as soon as practicable and return or destroy any of the items provided by KDC to KDC, including but not limited to data carriers, documentation and/or manuals, to KDC upon request within a reasonable period after expiration or termination.

Article 7 – Maintenance and Inspection

- 7.1 KDC shall perform periodic maintenance and inspection of the Software to ensure its normal operation, and the cost thereof shall be included in the license fees set forth in Article 5.1.
- 7.2 In case any customizations have been made to the Software, the cost of the maintenance and inspection for such customized parts shall not be included in the license fee specified in Article 5.1.

Article 8 – Suspension or Termination of Use of the Service

- 8.1 KDC may suspend or restrict access to use the Service, until the cause is resolved in the event of:
- (i) periodic or urgent maintenance, inspection, repair, or renewal of the Service;
 - (ii) occurrence or possibility of occurrence of a natural disaster, war, riot, civil war, amendment, repeal, or enactment of laws and regulations, a request or order by a court or administrative agency, an act of dispute, a power outage (including rolling blackouts), a fire, earthquake, eruption, flood, tsunami, plague, or other force majeure;

(iii) occurrence or possibility of occurrence of failure in the Service, the dedicated website or other facilities, or communication lines, etc.;

(iv) suspension of telecommunications services such as Internet connection lines, which are used to operate, provide, or use the Service;

(v) discontinuation of the use of the Service due to reasonable and urgent reasons, such as operational or technical reasons; or

(vi) impossibility of the use of the Service due to any other reason not attributable to KDC.

KDC shall not waive or reduce the license fee even if KDC suspends or restricts use of the Service in accordance with this Article, except as otherwise provided by KDC.

- 8.2 In the event that KDC suspends or restricts the use of the Service pursuant to the provisions of the preceding paragraphs, KDC shall notify KDAS of the reason, date and time of such suspension or restriction in advance. Provided, however, that, in an emergency and unavoidable situation, KDC may suspend or restrict the use of the Service immediately without notifying KDAS.
- 8.3 KDC may suspend or restrict Business Customer's access to the Service and/or use of function of the Software and/or the Service in whole or in part in case KDC is aware of any occurrence or possibility of the occurrence of Business Customer's use of the Service from the Restricted Territory.
- 8.4 KDC shall not be liable to KDAS, Sales Company, Authorized Dealer, Business Customer, or End User for any damages incurred by them as a result of suspension or restricted access to use the Service for any reason set forth in each item of Article 8.1 and Article 8.3.

Article 9 – Free Account

- 9.1 KDAS shall acknowledge that the article 9 shall prevail any other clauses with regards to the use of the Service and Software under the Free Account.
- 9.2 KDC is entitled, with prior notice, to modify or terminate the right to use Service and Software under the Free Account for any reason in our sole discretion without liability to KDAS, Business Customer and End User.
- 9.3 The Service under the Free Account is provided “AS IS” and without any warranty herein.

Article 10 – Inactive Account

- 10.1 KDC is entitled to close the inactive Free Account and delete End User's content or information in whole or in part in case (i) End User has not log in the Free Account for a certain period of time specified by KDC or (ii) after sixty (60) days of a written notice of inactivity from KDC despite the usage situation of the Service.
- 10.2 When Business Customer is purchasing subscription plan, KDC is entitled to close inactive Commercial Account and delete End User's content or information in whole or in part with prior written notice in case KDAS and Business Customer entered into an agreement with regards to the suspension of the Service and the Service has not resumed for a certain period of time specified by KDC. KDAS shall terminate the agreement for the use of Service with such Business Customer.
- 10.3 KDC shall not be liable to KDAS, Business Customer or End User for all damages incurred by closing such inactive account.

Article 11 – Miscellaneous

- 11.1 KDAS shall comply with all applicable the export, and re-export control laws and regulations including but not limited to the Foreign Exchange and Foreign Trade Act, Trade Control, Foreign Exchange Order and/or Export Administration Regulations (EAR) on its own responsibility and expense.

- 11.2 In the event of any doubt in the interpretation of any article of this Agreement or should a topic have not been arranged in this Agreement, Parties shall discuss in good faith with each other and decide on a solution.
- 11.3 This Agreement sets forth the entire intent and understanding between the Parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, covenants and former agreements related to the subject matter hereof and no Party shall be bound by any conditions, representations or warranty other than as expressly set forth in writing executed by both Parties.
- 11.4 This Agreement shall be governed by and construed in accordance with the laws of Japan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

KYOCERA Document Solutions Inc.

KYOCERA Document Solutions Asia Limited

Duly represented by:

Duly represented by:

(signature)

(signature)

Printed Name :

Printed Name :

Title :

Title :

Place :

Place :

Date :

Date :

EXHIBIT A

Description

Service	Kyocera Cloud Information Manager – cloud based document management
Software	Kyocera Cloud Information Manager HyPAS application Kyocera Cloud Information Manager Mobile application Other software agreed between both parties from time to time