

## Terms & Conditions

THIS LEGAL AGREEMENT BETWEEN YOU AND KONICA MINOLTA, INC. ("KONICA MINOLTA"), ON BEHALF OF A KONICA MINOLTA'S AFFILIATE IN A COUNTRY OR REGION WHERE YOU ARE LOCATED, GOVERNS YOUR USE OF MARKETPLACE (THE "STORE"). TO AGREE TO THESE TERMS, CLICK "Create Account". IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "Create Account," AND DO NOT USE THE STORE.

KONICA MINOLTA is the provider of the Store, which permits You to purchase or rent digital content, and to license software products and digital content for end user use only under the terms and conditions set forth in this Agreement. End users may be individuals acting in organizations including commercial enterprises or educational institutions.

### DEFINITIONS

The terms, "You" and "Your," encompass you as an individual and you as a representative of your organization. You warrant and acknowledge on behalf of your organization and any individual who comes into contact with the Store that You are the end user of the Product and understand the license terms contained in this Agreement.

The term, "Product(s)," encompasses any and all KONICA MINOLTA software products and digital content and KONICA MINOLTA-authorized third-party software products and digital content.

### ELECTRONIC CONTRACTING

Your use of the Store includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain Your electronic records, You may be required to have certain hardware and software, which are Your sole responsibility.

KONICA MINOLTA is not responsible for typographic errors.

## THE STORE

### REQUIREMENTS FOR USE OF THE STORE

Use of the Store requires compatible device and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. The latest version of required software is recommended to access the Store and may be required for certain transactions or features and to download Products previously purchased from the Store. You agree that meeting these requirements, which may change from time to time, is Your responsibility.

The Store is available to You only in the locations permitted by KONICA MINOLTA. You agree not to use or attempt to use the Store from outside any of the permitted locations. KONICA MINOLTA may use technologies to verify your compliance.

## PRIVACY

The Store is subject to KONICA MINOLTA's Privacy Policy.

## CONTENT AVAILABILITY

KONICA MINOLTA reserves the right to change content options (including eligibility for particular features) without notice.

## USE OF PRODUCTS

You shall use Products in compliance with the applicable usage rules established by KONICA MINOLTA and its licensors ("Usage Rules"), and any other use of the Products may constitute a copyright infringement. Any security technology is an inseparable part of the Products. KONICA MINOLTA reserves the right to modify the Usage Rules at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Usage Rules for any reason—or to attempt or assist another person to do so. Usage Rules may be controlled and monitored by KONICA MINOLTA for compliance purposes, and KONICA MINOLTA reserves the right to enforce the Usage Rules without notice to You. You shall not access or attempt to access an Account that You are not authorized to access. You agree not to modify the Products in any manner or form, or to use modified versions of the Products, for any purposes. Violations of system or network security may result in civil or criminal liability.

## LICENSE OF THE STORE AND PRODUCTS

The software products made available through the Store are licensed, not sold, to You. There are two (2) categories of Products, as follows: (i) those Products that have been developed, and are licensed to You, by KONICA MINOLTA ("KONICA MINOLTA Products"); and (ii) those Products that have been developed, and are licensed to You, by a third-party developer ("Third-Party Products"). The category of a particular Product (KONICA MINOLTA Product or Third-Party Product) is identified on the Store.

Your license to each Product is subject to the Licensed Application End User License Agreement set forth in a separate agreement, and You agree that such terms will apply unless the Product is covered by a valid end user license agreement entered into between You and the licensor of that Product (the "Application Provider"), in which case the Application Provider's end user license agreement will apply to that Product. The Application Provider reserves all rights in and to the Product not expressly granted to You.

You acknowledge that the license to each KONICA MINOLTA Product that You obtain through the Store, as defined below, is a binding agreement between You and KONICA MINOLTA. You acknowledge that: You are acquiring the license to each Third-Party Product from the Application Provider; KONICA MINOLTA is acting as agent for the Application Provider in providing each such Third-Party Product to You; and KONICA MINOLTA is not a party to the license between You and the Application Provider with respect to that Third-Party Product. The Application Provider of each Third-Party Product is solely responsible for that Third-Party Product, the content therein, any warranties to the extent that such warranties have not been disclaimed, and any claims that You or any other party may have relating to that Third-Party Product.

You acknowledge and agree that KONICA MINOLTA and its subsidiaries are third-party beneficiaries of the Licensed Application End User License Agreement or the Application Provider's end user license agreement, as the case may be, for each Third-Party Product. You also agree that, upon Your acceptance of the terms and conditions of the license to any such Third-Party Product, KONICA MINOLTA will have the right (and will be deemed to have accepted the right) to enforce such license against You as a third-party beneficiary thereof.

## USAGE RULES

Some Products may be downloaded only once and cannot be replaced if lost for any

reason. It is Your responsibility not to lose, destroy, or damage Products once downloaded.

The delivery of Products does not transfer to You any commercial or promotional use rights in the Products. Any burning or exporting capabilities are solely an accommodation to You and shall not constitute a grant, waiver, or other limitation of any rights of the copyright owners in any content embodied in any Product.

You acknowledge that, because some aspects of the Products and administration of the Usage Rules entail the ongoing involvement of KONICA MINOLTA, if KONICA MINOLTA changes any part of or discontinues any Store, which KONICA MINOLTA may do at its election, You may not be able to use Products to the same extent as prior to such change or discontinuation, and that KONICA MINOLTA shall have no liability to You in such case.

#### THIRD-PARTY MATERIALS

Certain Products available via the Store may include materials from third parties. KONICA MINOLTA may provide links to third-party websites as a convenience to You. KONICA MINOLTA does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. You agree that You will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that KONICA MINOLTA is not in any way responsible for any such use by You.

#### INTELLECTUAL PROPERTY

The Store, including but not limited to Products, graphics, user interface, editorial content, and the scripts and software used to implement the Store, contains proprietary information and material that is owned by KONICA MINOLTA and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that You will not use such proprietary information or materials in any way whatsoever except for use of the Store in compliance with this Agreement. No portion of the Store may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, adapt, translate, rent, lease, loan, sell, distribute, sublicense or create derivative works based on the Store in any manner, and You shall not exploit the Store in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, KONICA MINOLTA and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials at any time without notice. In no event will KONICA MINOLTA be liable for making these changes. KONICA MINOLTA may also impose limits on the use of or access to certain features or portions of the Store, in any case and without notice or liability.

All copyrights in and to the Store (including the compilation of content, postings, and descriptions of those resources) and related software are owned by KONICA MINOLTA and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE STORE, EXCEPT FOR USE OF THE STORE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

KONICA MINOLTA trademarks, service marks, graphics, and logos used in connection with the Store are trademarks or registered trademarks of KONICA MINOLTA or Konica Minolta, Inc.. Other trademarks, service marks, graphics, and logos used in connection with the Store may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

#### TERMINATION

If You fail, or KONICA MINOLTA suspects that You have failed, to comply with any of the provisions of this Agreement, KONICA MINOLTA, at its sole discretion, without notice to You may: (i) terminate this Agreement and/or Your Account, and You will remain liable for all amounts due under Your Account up to and including the date of termination; and/or (ii) terminate the license to the Products; and/or (iii) preclude access to the Store (or any part thereof).

KONICA MINOLTA reserves the right to modify, suspend, or discontinue the Store (or any part or content thereof) at any time with or without notice to You, and KONICA MINOLTA will not be liable to You or to any third party should it exercise such rights.

#### DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

KONICA MINOLTA DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE STORE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT

FROM TIME TO TIME KONICA MINOLTA MAY REMOVE THE STORE FOR INDEFINITE PERIODS OF TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE STORE IS AT YOUR SOLE RISK. THE STORE, ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE STORE ARE (EXCEPT AS EXPRESSLY STATED BY KONICA MINOLTA) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

KONICA MINOLTA'S LIABILITY FOR SIMPLE NEGLIGENCE IS LIMITED TO FORESEEABLE AND TYPICALLY OCCURRING DAMAGES. IT IS AGREED THAT ANY DAMAGE ABOVE THE AMOUNTS RECEIVED FROM YOU IN RELATION TO THE BIZHUB MARKETPLACE OVER THE 12-MONTHS-PERIOD PRIOR TO THE DATE WHEN THE DAMAGE FIRST AROSE IS NOT FORESEEABLE OR TYPICAL. IN NO CASE SHALL KONICA MINOLTA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE STORE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE STORE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT), EVEN IF ADVISED OF THEIR POSSIBILITY.

KONICA MINOLTA DOES NOT REPRESENT OR GUARANTEE THAT THE STORE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND KONICA MINOLTA DISCLAIMS ANY LIABILITY RELATING THERETO. SOME PRODUCTS CAN BE DOWNLOADED ONLY ONCE; AFTER BEING DOWNLOADED, THEY CANNOT BE REPLACED IF LOST FOR ANY REASON. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY PRODUCTS PURCHASED OR RENTED FROM THE STORE.

#### WAIVER AND INDEMNITY

BY USING THE STORE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD KONICA MINOLTA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE STORE AND PRODUCTS, OR ANY ACTION TAKEN BY KONICA MINOLTA AS PART OF ITS

INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM KONICA MINOLTA, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE STORE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF KONICA MINOLTA'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

#### CHANGES

KONICA MINOLTA reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on Your use of the Store. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Store will be deemed acceptance thereof.

#### STORE AND PRODUCT MAINTENANCE AND SUPPORT

KONICA MINOLTA will be responsible for providing any maintenance and support services with respect to the KONICA MINOLTA Products only, as specified in the Licensed Application End User License Agreement or the separate end user license agreement, as the case may be, or as required under applicable law. The Application Provider of any Third-Party Product will be solely responsible for providing maintenance and support services with respect to that Product, as specified in the Licensed Application End User License Agreement or the Application Provider end user license agreement, as the case may be, or as required under applicable law.

#### MISCELLANEOUS

This Agreement, together with the Licensed Application End User License Agreement, constitutes the entire agreement between You and KONICA MINOLTA and governs Your use of the Store, superseding any prior agreements between You and KONICA MINOLTA with regard to the subject matter hereof. You also may be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the

parties, and the remaining portions shall remain in full force and effect. KONICA MINOLTA's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. KONICA MINOLTA will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Store is operated by KONICA MINOLTA from its offices in Japan. You agree to comply with all laws, statutes, ordinances, and regulations that apply to Your use of the Store. All transactions on the Store are governed by Japanese law, without giving effect to its conflict of law provisions. You expressly agree that exclusive jurisdiction for any claim or dispute with KONICA MINOLTA or relating in any way to Your use of the Store resides in the courts in Tokyo, Japan. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. Risk of loss and title for all electronically delivered transactions pass to You upon electronic transmission to You.

KONICA MINOLTA may notify You with respect to the Store by sending an email message to Your Account email address or a letter via postal mail to Your Account mailing address. Notices shall become effective immediately.

KONICA MINOLTA reserves the right to take steps KONICA MINOLTA believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that KONICA MINOLTA has the right, without liability to You, to disclose any Your Store Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as KONICA MINOLTA believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including, but not limited to, KONICA MINOLTA's right to cooperate with any legal process relating to Your use of the Store and/or Products, and/or a third-party claim that Your use of the Store and/or Products is unlawful and/or infringes such third party's rights).

Last Updated: June 2019