

VIDEO SECURITY SOLUTIONS TERMS AND CONDITIONS

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY CLICKING "ACCEPT" OR PLACING AN ORDER FOR PRODUCTS OR SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH KONICA MINOLTA, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE PRODUCTS OR SERVICES BY APPLICABLE LAW.

KONICA MINOLTA MAY AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME. YOUR CONTINUED USE OF THE PRODUCTS AND SERVICES OR YOUR ORDER OF ADDITIONAL PRODUCTS OR SERVICES SHALL CONSTITUTE YOUR ACCEPTANCE OF ANY AMENDMENTS.

1. Definitions.

- 1.1 "Acceptable Use Policy" means Konica Minolta's Acceptable Use Policy located at <https://www.mykonicaminolta.com>.
- 1.2 "Affiliate" means any entity controlling, controlled by or under common control with you, where "control" means (i) a general partnership interest in a partnership; or (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors.
- 1.3 "Documentation" means the written and/or electronic release notes, implementation guides, or other published technical documentation about the applicable Product that is provided to you by Konica Minolta together with access to the Product.
- 1.4 "License Term" means the term of the access rights granted for the Product, as identified in the relevant Order, starting when Konica Minolta delivers to you the relevant credentials to access and use the Product.
- 1.5 "Order" means any purchase order, product schedule or ordering document between you and an authorized Konica Minolta reseller or between you and Konica Minolta (if purchasing directly) that identifies the products and/or services licensed or sold and any applicable licensing parameters (e.g., the number of licenses).
- 1.6 "Product" means the Video Security Solution made available by access to and use of software hosted by Konica Minolta to which you have purchased a license under the relevant Order. References in this Agreement to the Product shall include the Software.
- 1.7 "Software" means the object code version of Konica Minolta proprietary computer programs made available by Konica Minolta for you to download for use in connection with any Product, including any Documentation and Updates.
- 1.8 "Updates" means any correction, update, upgrade, patch, or other modification or addition made by Konica Minolta to specific Software.

2. Term and Termination.

- 2.1 Term. These Terms and Conditions (together with the purchase order, statement of work, scope of work, or cover sheet to which these Terms and Conditions are attached, the "Agreement"), will become effective on the date you click "ACCEPT" or place an order for Products or Services, and will continue in effect through the completion or termination of this Agreement.
- 2.2 Termination. In the event that either you or Konica Minolta materially breaches any of your obligations or covenants under this Agreement, the other party may terminate the Agreement, by not less than thirty (30) days prior written notice given to the breaching party, if the breach complained of is not cured within such thirty (30) day period. Upon termination of the Agreement, you will pay to Konica Minolta all amounts owed with respect to the terminated Agreement through the date of termination.

3. Rights of Access and Use.

- 3.1 Access and Use. Subject to the terms and conditions of this Agreement, during the applicable License Term, Konica Minolta hereby grants to you (i) a non-exclusive, non-transferable and non-sublicensable license for you to access and use the Product and to copy, and install the Software, in each case, solely for your internal use with your ordinary business operations and in accordance with the applicable Documentation, and (ii) the right to maintain a reasonable number of

copies of the Software on your systems for backup and recovery purposes. You may provide access to the Product to your and your Affiliates' employees, contractors, and other individual users to access and use the Products on your behalf and for your internal business purposes in compliance with this Agreement, provided you are responsible for all such users' actions that violate the terms of this Agreement, any breach by any such user is a breach by you, and no such user is an employee or contractor of a Konica Minolta Competitor (defined below). You agree that your purchase of the Software is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Konica Minolta with respect to future functionality or features. Konica Minolta may terminate your Software license immediately if you no longer use or possess the Product.

- 3.2 Trial License. This Agreement also applies to trial copies of the Product ("Trial Product"), except for the following different or additional terms: (i) the License Term for a Trial Product is thirty (30) days, which Konica Minolta may extend upon written consent; (ii) the trial period shall commence on the date that Konica Minolta first provides you credentials to access the Trial Product; (iii) a Trial Product is provided "AS IS" without warranty of any kind, and Konica Minolta disclaims all warranties, indemnities, and all other liabilities for Trial Product; (iv) you are not entitled to any support and maintenance services or any Updates for Trial Product; and (v) either party may terminate the license for a Trial Product upon five (5) days' written notice to the other party.
4. Use Restrictions; Your Obligations. As a condition of the license granted in Section 3, you shall not yourself and shall not authorize or permit any third party to: (a) reverse engineer, decompile, decode, decrypt, disassemble, or attempt to derive any source code from the Product (except and only to the extent any foregoing restriction is prohibited by applicable law); (b) modify, adapt, or create any derivative works based on the Product; (c) distribute, sell, license, lease, transfer, or otherwise provide any Product to third parties except as expressly provided in this Agreement; (d) provide the Product as a service to unaffiliated third parties, including but not limited to, on a service bureau, SaaS, or time-sharing basis; (e) unbundle any component of any Product; or (f) use the Documentation except for supporting your authorized use of the Product; (g) violate the Acceptable Use Policy; or (h) employ or authorize a Konica Minolta Competitor to use or view the Product or Documentation, or to provide management, hosting, support or similar services with regard to the Product without the prior written consent of Konica Minolta. "Konica Minolta Competitor" means any company, corporation or person with competitive products, or successor divisions/subsidiaries that include products based on that technology. You shall use commercially reasonable efforts to prevent unauthorized access to or use of any Product and notify Konica Minolta promptly of any such unauthorized access or use.
5. Acceptance of Deliverables. Upon delivery by Konica Minolta of Products and/or Services to you, you will have thirty (30) days from the date of receipt of the Products and Services to evaluate, review and test such Product and Services ("Test Period") in accordance with the specifications and test criteria set forth in the Agreement. In the event that you believe that the Products and Services do not conform in any material respect to the specifications or the test criteria set forth in the Agreement, then you will notify Konica Minolta in writing within the Test Period setting forth in reasonable detail the reason or reasons why you believe that such Products and Services do not conform. You will identify all nonconformities of the Products and Services within a single written notice of rejection, unless non-conformity prevents you from evaluating, reviewing and testing the entire Product and Services. You may reject the Product and Services only for their failure materially to conform to either the specifications or test criteria set forth in the Agreement. Further, if Konica Minolta has not received a written notice of rejection of the Product and Services within the Test Period, then you will be deemed to have accepted such Product and Services. If you deliver to Konica Minolta written notice of rejection of the Product and Services within the Test Period, then Konica Minolta will have thirty (30) days from the date of receipt of a written notice of rejection to either (a) correct the non-conformities that you identify in the written notice, or (b) develop a plan mutually agreeable to you and Konica Minolta to correct the nonconformities that you identified in the written notice within a period of time agreed to by the parties in the plan, but in no event will such period of time be less than thirty (30) days. Konica Minolta will use commercially reasonable efforts to correct such non-conformities and, upon correction, Konica Minolta will resubmit the corrected Product and Services to you for evaluation, review, and testing and the procedure set forth above will be repeated. Such procedure will continue until the earlier of (i) the expiration of the Test Period without your delivery of a written notice of rejection, or (ii) the date you deliver written notice of acceptance to Konica Minolta.
6. Compensation.
- 6.1 Fees Payable to Konica Minolta. The fees to be paid by you to Konica Minolta will be set forth in the Agreement. Payment terms are net 30 days from the date of the invoice. Konica Minolta may suspend Services if you fail to pay any undisputed

invoice within 30 days from the date of the invoice. Unpaid invoices will be subject to an interest charge of one and one-half percent per month or the highest rate allowed by law.

- 6.2 **Product Fees.** If the actual number of registered devices or users (as applicable) exceed the number of licenses you purchased in the applicable Order, then you shall (a) immediately cease such excess usage or (b) purchase additional licenses to cover the excess usage. Fees for excess usage shall be based on Konica Minolta's then-current price list or specified in the Order. You acknowledge that Konica Minolta's delivery and support infrastructure may enable Konica Minolta to access the device or user count for the Product. Upon written notice by Konica Minolta, you shall certify in writing the number and type of registered devices or users. **Automatic renewal:** At the end of the initial term of this Agreement, coverage will be extended for an additional one-year term at then prevailing rates, unless either party has provided notice pursuant to 'Termination' clause below. Konica Minolta reserves the right to adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, warranty or hardware maintenance coverage or other changes in the IT infrastructure, or (ii) the level of support you require changes.
 - 6.3 **Currency.** Your payments will be made in U.S. dollars.
 - 6.4 All amounts specified on the Agreement, unless otherwise stated on the Agreement, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the delivery by Konica Minolta to you of any Product or Service, all of which you will be responsible for and will pay in full, except for taxes based on Konica Minolta's net income.
 - 6.5 **Disputes.** If either party disputes the accuracy or applicability of a fee, charge or credit, such party shall notify the other party of such dispute as soon as practicable after the discrepancy has been discovered. The parties shall investigate and seek to resolve the dispute in good faith. If the parties are not able to resolve the dispute within ten days after receipt of notice of a disputed item, either party may exercise any rights and remedies it may have under this Agreement and applicable law. You shall pay any undisputed amounts in an invoice containing a disputed charge and any undisputed credit amounts shall be promptly credited by Konica Minolta. Unpaid monies and unapplied credit amounts that are in dispute pursuant to this section will not be considered a basis for monetary default under this Agreement during the period in which the resolution of the dispute is in progress.
 - 6.6 **Interest on Past Due Amounts.** Any amount you owe under any Agreement that is not paid when due will bear interest at a rate equal to the lower of (a) 12% per annum, or (b) the maximum rate permitted by applicable law.
7. **Confidential Information; Intellectual Property Rights.**
- 7.1 **Nondisclosure of Confidential Information.** Each party acknowledges that it will have access to certain confidential information of the other party, including but not limited to confidential information concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should reasonably be considered confidential. Each party agrees that it will not use in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information, and will take commercially reasonable precautions to protect the confidentiality of such information, but in any event, precautions at least as stringent as it takes to protect its own Confidential Information.
 - 7.2 **Exceptions.** Information will not be deemed Confidential Information if such information: (a) is known to the receiving party prior to receipt from the disclosing party; (b) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or applicable law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.
 - 7.3 **Intellectual Property Rights.** Konica Minolta and its suppliers own and retain all right, title, and (except as expressly licensed in this Agreement) interest in and to the Product and its derivative works. You are not obligated to provide Konica Minolta with any suggestions or feedback about the Products or Services ("Feedback"). To the extent you do provide Feedback to Konica Minolta, you assign ownership of such Feedback to Konica Minolta and Konica Minolta may use and modify such Feedback without any restriction or payment. You represent and warrant that you are not (a) located in a country that is subject to any United States or United Nations trade restrictions or which has been designated by the United States government or United Nations list of prohibited or restricted parties.

8. Limitation of Liability.

8.1 Insurance; Waiver of Subrogation. YOU AGREE THAT KONICA MINOLTA IS NOT AN INSURER AND THAT KONICA MINOLTA IS NOT PROVIDING YOU WITH INSURANCE OF ANY TYPE. THE AMOUNTS YOU PAY KONICA MINOLTA ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF YOUR PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN YOUR PREMISES, OR ANY RISK OF DEATH, INJURY, DISEASE, ILLNESS, OR LOSS AT YOUR PREMISES. INSTEAD, THE AMOUNTS KONICA MINOLTA CHARGES YOU ARE BASED SOLELY UPON THE VALUE OF THE PRODUCTS AND SERVICES KONICA MINOLTA PROVIDES AND UPON THE LIMITED LIABILITY KONICA MINOLTA ASSUMES UNDER THIS AGREEMENT. IF YOU WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT YOUR PREMISES, YOU AGREE TO PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE, DEATH, INJURY, DISEASE, OR ILLNESS, YOU AGREE TO LOOK EXCLUSIVELY TO YOUR INSURER AND NOT TO KONICA MINOLTA TO COMPENSATE YOU OR ANYONE ELSE. YOU RELEASE AND WAIVE FOR YOURSELF AND YOUR INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST KONICA MINOLTA ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE, DEATH, INJURY, DISEASE, OR ILLNESS.

8.2 No Guaranty, No Liability. KONICA MINOLTA'S PRODUCTS AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY MAY BE USED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES, ASSAULTS, BATTERIES, CIVIL RIGHTS VIOLATIONS, ABDUCTIONS, DISEASE, ILLNESS, AND OTHER MEDICAL PROBLEMS. KONICA MINOLTA'S PRODUCTS ARE NOT MEDICAL DEVICES AND CANNOT DIAGNOSE OR TREAT DISEASE, ILLNESS, OR OTHER MEDICAL PROBLEMS. WHEN CONFIGURED CORRECTLY, CERTAIN KONICA MINOLTA'S PRODUCTS CAN HELP IDENTIFY INDIVIDUALS SHOWING HIGHER THAN AVERAGE BODY TEMPERATURE RELATIVE TO A SAMPLE POPULATION. ONLY A LICENSED MEDICAL PROFESSIONAL CAN DETERMINE WHETHER AN INDIVIDUAL HAS A DISEASE, ILLNESS, OR OTHER MEDICAL PROBLEM. KONICA MINOLTA DISCLAIMS AND YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED. KONICA MINOLTA MAKES NO WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE PRODUCTS AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. KONICA MINOLTA DOES NOT UNDERTAKE ANY RISK THAT YOU OR YOUR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH YOU, NOT KONICA MINOLTA. YOU RELEASE, WAIVE, AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST KONICA MINOLTA OR ITS EMPLOYEES FOR LOSS, DAMAGE, DEATH, INJURY, DISEASE, OR ILLNESS RELATING IN ANY WAY TO THE PRODUCTS OR SERVICES PROVIDED BY KONICA MINOLTA.

8.3 Exclusive Remedy. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY KONICA MINOLTA TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL YOU ATTEMPT TO HOLD KONICA MINOLTA OR ITS EMPLOYEES LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 8, KONICA MINOLTA OR ITS EMPLOYEES IS FOUND LIABLE FOR LOSS, DAMAGE, DEATH, INJURY, DISEASE, OR ILLNESS UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR PRODUCTS PROVIDED BY KONICA MINOLTA, KONICA MINOLTA'S LIABILITY TO YOU SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE AMOUNT YOU PAID KONICA MINOLTA UNDER THIS AGREEMENT OR \$500, WHICHEVER IS GREATER, AND KONICA MINOLTA'S EMPLOYEES' LIABILITY TO YOU SHALL BE LIMITED TO \$1. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS YOUR SOLE REMEDY. UPON YOUR REQUEST, KONICA MINOLTA MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS SECTION 8 BY ATTACHING AN AMENDMENT TO THIS CONTRACT SETTING FORTH THE EXTENT OF KONICA MINOLTA'S LIABILITY AND YOUR ADDITIONAL CHARGES.

8.4 Application. THE PROVISIONS OF THIS SECTION 8 APPLY NO MATTER HOW THE LOSS, DAMAGE, DEATH, INJURY, DISEASE, ILLNESS, OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY KONICA MINOLTA OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW, OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF KONICA MINOLTA, ITS AGENTS, OR ITS EMPLOYEES.

8.5 IF ANY OTHER PERSON, INCLUDING YOUR SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST KONICA MINOLTA OR ITS EMPLOYEES IN ANY WAY RELATED TO THE PRODUCTS OR SERVICES PROVIDED TO YOU BY KONICA MINOLTA, YOU AGREE TO INDEMNIFY, DEFEND, AND

HOLD KONICA MINOLTA AND ITS EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES. YOUR DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM YOUR DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES FROM THE ASSERTION OF A CLAIM OR DEMAND AGAINST KONICA MINOLTA OR ITS EMPLOYEES AND REGARDLESS OF WHETHER KONICA MINOLTA OR ITS EMPLOYEES HAS BEEN FOUND LIABLE OR WHETHER KONICA MINOLTA OR ITS EMPLOYEES HAS INCURRED ANY EXPENSE.

- 8.6 Time to Bring Claim or Suit. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST KONICA MINOLTA OR ITS EMPLOYEES MORE THAN ONE (1) YEAR AFTER THE DATE OF THE INCIDENT THAT RESULTED IN THE LOSS, DEATH, INJURY, DISEASE, ILLNESS, OR DAMAGE, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE (1) YEAR.
- 8.7 Benefit to Others. THE PROVISIONS OF THIS SECTION 5 SHALL APPLY TO AND BENEFIT KONICA MINOLTA AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT), AND OTHER PARTNERS.
- 8.8 Basis of Bargain. You acknowledge that Konica Minolta has set its fees and entered into this Agreement in reliance on the limitations of liability and damages and disclaimers of warranties set forth in this Agreement and that the same form an essential basis of the bargain between you and Konica Minolta.
9. Support and Maintenance Services, Resale Products.
- 9.1 Resale Product Terms. As a convenience to you, Konica Minolta resells certain products ("Resale Products") that are owned by third parties or are licensed to Konica Minolta by such third parties. Resale Products are not included as part of the Product and are not required or necessary for use of the Product. Resale Products may be subject to separate terms with the applicable third-party licensors, which are available at <https://kmb.konicaminolta.us/kmb/information-management/security-services> or as may be separately agreed upon by you and such third-party licensor. If support and maintenance is offered for a specific Resale Product and you purchase directly from Konica Minolta, Konica Minolta shall distribute the applicable Resale Product error correction, update, upgrade and other release provided to Konica Minolta by the third-party licensor. To the extent that a third-party licensor provides Konica Minolta with any indemnities or warranties for pass-through to customers in connection with the applicable Resale Product, Konica Minolta will pass such indemnities or warranties through to you. EXCEPT FOR THE WARRANTIES EXPRESSLY SPECIFIED IN THIS SECTION 9.2, RESALE PRODUCTS ARE PROVIDED "AS IS," AND KONICA MINOLTA PROVIDES NO OTHER WARRANTIES OF ANY KIND RELATING TO THEM.
- 9.2 Third Party Services. The Product may contain features designed to interface with applications or services provided or made available by third parties ("Third Party Services"). In order to use a feature in connection with a Third-Party Service, you must have a license from the provider of the relevant Third-Party Service. If the Third-Party Services are no longer available or if the applicable third-party provider no longer allows the Third-Party Services to interface with the Product, then such features will no longer be available or function in the Product. Konica Minolta and the provider of the applicable Third-Party Service disclaim all warranties, indemnities, obligations, and other liabilities in connection with any interface or integration with the Third-Party Service.
10. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, KONICA MINOLTA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, PERTAINING TO THE PRODUCTS OR SERVICES PROVIDED BY KONICA MINOLTA TO YOU, OR ANY SOFTWARE PROVIDED BY KONICA MINOLTA TO YOU, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
11. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement, except the payment of money, because of any event beyond its reasonable control ("Force Majeure Event"), the affected party will be excused from performance for the duration of the Force Majeure Event; provided that the party whose performance has been impaired by the Force Majeure Event (a) promptly notifies the other party of the existence and nature of the Force Majeure Event and its anticipated effect on the performance of the notifying party under this Agreement; (b) promptly undertakes and thereafter diligently pursues any commercially reasonable action necessary to remove the effect of the Force Majeure Event, to the extent that the Force Majeure Event in question is of a nature such that its effects may be remedied by commercially reasonable action; and (c) keeps the other party informed during the duration of such Force Majeure Event of all facts pertaining thereto, including but not limited to the progress of the notifying party in remedying the same, if applicable.

Miscellaneous. This Agreement will be construed in accordance with, and governed by, the laws of the State of New Jersey, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply, and any action to enforce this Agreement shall be brought solely and exclusively in the federal or state courts located in Essex

County, New Jersey. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement, and no party will be bound or liable for any alleged representation, promise, inducement or statement not so set forth in this Agreement. Terms and conditions set forth in any purchase order, statement of work, scope of work, or any other form or document, which are inconsistent with, or in addition to, these Terms and Conditions, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Konica Minolta, and will not be considered binding on Konica Minolta. No waiver by either party of any breach or default of any of the covenants or agreements contained in this Agreement will be deemed a waiver as to any subsequent or similar breach or default. No right or remedy granted by this Agreement upon either party is exclusive of any other right or remedy granted by this Agreement or by law or in equity provided or permitted. The Product and Documentation may be subject to U.S. and foreign import and export control laws and regulations. You agree to comply with all such regulations applicable to you, including obtaining applicable import licenses. The Product and Documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R.227.7202-1 through 227.729204, the Product and Documentation are being licensed to U.S.

4. Government end users only as "commercial items" and with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement. The Product may contain or may operate with software services or other technology that is not owned by Konica Minolta but has been licensed to Konica Minolta by a third party and is necessary for the normal operation of the Software ("In-Licensed Materials") or that is available under open source or free software licenses. The In-Licensed Materials may be subject to additional terms and conditions, as identified on <https://kmbs.konicaminolta.us/kmbs/information-management/securityservices> or as otherwise made available to you. Such terms and conditions are incorporated by reference herein. To the extent Konica Minolta uses open-source software in the Software, the terms and restrictions set forth herein shall not prevent or restrict you from exercising additional or different rights to such opensource software in accordance with the applicable open-source licenses. Neither party may assign this Agreement without prior written consent of the other party, provided however either party may do so to a successor-in-interest pursuant to a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section 12 shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns. Konica Minolta shall only collect, access, use, store, safeguard, disclose and transfer ("Process") Personal Information (i) for the purposes of this Agreement, including without limitation, to implement and deliver the Product and its features and associated services, provide you support, and help you prevent or address service or technical problems, (ii) as otherwise expressly permitted by you in writing, or (iii) as compelled by law. You shall make such disclosures, obtain such consents, and provide such access, choices and other applicable rights to individual users with regard to the Processing of Personal Information as are required under applicable law, rules or regulations. "Personal Information" means any information relating to an identified or identifiable individual user that is obtained by or communicated to Konica Minolta by you in performance by Konica Minolta of its obligations under this Agreement. Konica Minolta collects, analyzes, and uses aggregated, de-identified technical data and related information (such as product or feature usage, device metrics/metadata and/or mobile application usage) to facilitate market research, product development/improvement and to provide support and maintenance services. Konica Minolta may use, store, or disclose such information or material derived from such information, as long as it is in a form that does not identify or is not attributable to any individual. The parties agree that a material breach of this Agreement adversely affecting Konica Minolta's or its suppliers' intellectual property rights in the Product or either party's Confidential Information may cause irreparable injury to such party for which monetary damages would be an inadequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have under this Agreement or at law. Konica Minolta may publicly disclose that you are a customer of Konica Minolta and a licensee of the Product, including in a list of Konica Minolta customers and other promotional materials. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. An Affiliate may purchase Konica Minolta products and/or services either by executing a participation agreement with Konica Minolta or through Konica Minolta's acceptance of an Order issued by such Affiliate or Authorized Reseller (as applicable). Upon execution of a participation agreement by Affiliate or, if the Affiliate issues a purchase order referring to this Section 12, that is accepted by Konica Minolta, such Affiliate shall be deemed to have purchased such products and/or services hereunder, and such Affiliate shall be bound by and shall comply with the terms and conditions of this Agreement as you under the Agreement. All notices, requests, demands, and

other communications required or permitted to be given under this Agreement will be in writing and will be conclusively deemed to have been duly given (a) when hand delivered to the other party; or (b) three business days after the same have been deposited in a United States post office with certified or registered mail return receipt requested postage prepaid and addressed to the parties as set forth on the purchase order, statement of work, scope of work, or cover page of this Agreement; or (c) the next business day after the same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and DHL World Wide Express being deemed approved by the parties), postage prepaid, addressed to the parties as set forth on the purchase order, statement of work, scope of work, or cover page of this Agreement with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. A party may change the address of such party for purposes of this Section by giving the other party written notice of the new address in the manner set forth above. A copy of any notice or communication required or permitted to be given under this Agreement shall also be sent to Konica Minolta Business Solutions U.S.A., Inc., Attn: Legal Department, 100 Williams Drive, Ramsey, NJ 07446. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties agree (a) that facsimile or electronic signature shall be accepted as original signatures; and (b) that the Agreement, or any document created pursuant to the Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Agreement, the parties waive their right to raise any defense based on the execution of the Agreement in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

Konica Minolta will only be authorized to perform work that is specifically listed in this Agreement. Any additional requests outside this Agreement will be billed accordingly, based upon Konica Minolta's standard hourly service rate at the time of the request. Any revisions to this Agreement must be recorded by a written change order.

Konica Minolta reserves the right to substitute similar components if quoted items are not readily available.