

Welcome to the Konica Minolta Healthcare Americas (“KMHA”) Web Portal (“Portal”). We are committed to providing our users with a safe and secure platform to submit support requests.

AGREEMENT TO TERMS

These terms (together the “Terms”) constitute a legally binding agreement between the user and KMHA concerning user’s access to and use of the Portal as well as any other media form, channel, or application related, linked, or otherwise connected thereto.

User agrees that by accessing the Portal, user has read, understood, and agrees to be bound by all of these Terms. If user does not agree with all the Terms, then user is expressly prohibited from using the Portal and must discontinue use immediately.

Supplemental Terms may be posted on the Portal from time to time and are hereby expressly incorporated herein by reference. KMHA reserves the right, in its sole discretion, to make changes or modifications to the Terms at any time and for any reason.

TERMS OF USE

Use of the Portal

User agrees to use the Portal solely for the purpose of submitting support requests. User understands and acknowledges that the data contained in the Portal is confidential and protected by Federal and State law. User agrees not to use the Portal for any other purpose.

Prohibited Activities

User agrees not to:

- Make any unauthorized use of the Portal by electronic or other means for the purpose of sending unsolicited email or under false pretenses;
- Use the Portal to advertise or offer to sell goods and services;
- Circumvent, disable, or otherwise interfere with the security related features of the Portal;
- Make improper use of the KMHA support services or submit false reports to KMHA support;
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Portal.

Disclaimer of Warranty

KMHA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND KMHA SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. THE PROGRAMS AND THIRD-PARTY MATERIALS ARE MADE AVAILABLE TO USER ON AN "AS IS" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER. KMHA DISCLAIMS ALL LIABILITY AND INDEMNIFICATIONS OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD-PARTY INFORMATION PROVIDERS. ALL DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT ARE MADE FOR THE BENEFIT OF KMHA, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

Intellectual Property

Unless otherwise indicated the Portal is KMHA's proprietary property and all source code, functionality, software, website designs, text, photographs, and graphics thereon (collectively the "Content") are owned, controlled by, or licensed by KMHA. The Content is provided on the Portal "AS IS" for user information and personal use only. Except as expressly provided in these Terms of Use, no Content may be copied, reproduced, aggregated, republished, uploaded, posted, displayed, distributed, sold, licensed, or otherwise exploited for any commercial purpose without the express written permission of KMHA.

Information or Content provided in the Portal knowledge base by KMHA is proprietary and the intellectual property of KMHA and thus subject to the user restrictions listed above. Likewise, any third-party Content provided in the knowledge base is the intellectual property of the third-party provider and is also subject to the user restrictions listed above.

Customer Data Disclaimer

User (Customer) shall be solely responsible for the content and use of Customer Data put on the Portal. User (Customer) shall control the categories of data subjects and personal data put on the Portal. KMHA has no knowledge, or control over, the personal data that user (Customer) provides for the Portal. User (Customer) is solely responsible for the accuracy, quality and legality of its Customer Data and the means by which such data was acquired. User (Customer) shall bear the sole risk and liability for the content and use (or misuse) of any such Customer Data.

Limitation of Liability

IN NO EVENT WILL KMHA, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM USE OF THE PORTAL, EVEN IF KMHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

User agrees to defend, indemnify, and hold KMHA harmless, including its subsidiaries, affiliates, and all of its respective shareholders, officers, employees and agents, from and against any loss, damage, liability, claim, or demand, including without limitation reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) user's contributions to the Portal; (2) user's use of the Portal; (3) breach of these Terms; (4) any breach of user's representations and warranties set forth in

these Terms; (5) user's violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Portal.

Notwithstanding the foregoing, KMHA reserves the right to assume the exclusive defense and control of any matter for which user is required to indemnify KMHA.

Both user and KMHA will cooperate with each other in defense of any such claim.

Termination

KMHA reserves the right to terminate user access to the Portal at any time for any reason, including but not limited to a violation of these Terms.

SECURITY

KMHA considers the security of Customer Data a top priority. KMHA uses industry-standard security measures to protect Customer Data, including Protected Health Information ("PHI") from unauthorized access, use, or disclosure. Notwithstanding this, user understands and acknowledges that no security measures are 100% foolproof, and KMHA cannot guarantee the security of Customer Data.

Also note that information or data that is sent to KMHA electronically may not be secure when it is transmitted to KMHA. It is recommended that unsecure channels should not be used to communicate sensitive or confidential information.

PRIVACY POLICY

When a user visits the KMHA Portal, KMHA may collect personal information such as the user's name, email address, Customer affiliation, business address or other limited location information in addition to a user name and password.

KMHA would use this information to:

- Verify user identity;
- Prevent fraud and enhance the security of user access and accounts;
- Respond to user requests and communicate with users;
- Comply with and enforce legal requirements; and
- Other purposes that KMHA may specifically disclose at the time information is provided or collected.

KMHA respects users' privacy and will use this information only as necessary to provide access to the Portal and for those purposes set forth above. KMHA does not disclose this information to any third party without your express written consent, except as required by law.

MISCELLANEOUS PROVISIONS

Severability

If any part of these Terms, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, or applications of the Terms remaining, and to this end the Terms shall be treated as severable.

Governing Law

These Terms shall be construed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of law principles.

Dispute Resolution

All disputes arising out of or related to these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration before a single neutral arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines that an in-person hearing is appropriate. If so, any such hearing shall be held within the State of New Jersey. The arbitrator's decision shall be final and binding. The award by the arbitrator may be confirmed and enforced by any court having jurisdiction thereof.

Nothing in these Terms shall prevent any party from seeking injunctive relief in any court of competent jurisdiction.

Notices

Legal notices and communications shall be given in writing and delivered via return receipt mail or express delivery service.

Entire Agreement

These Terms constitute the entire agreement between user and KMHA with respect to the use of the Portal and shall supersede all prior or contemporaneous communications and proposals, whether oral or written, between user and KMHA.