

Terms and Conditions of Use of the Mediastore / Data Asset Management Platform of Konica Minolta Business Solutions Europe GmbH

Last modified: 16th December 2015

PREAMBLE

These Terms and Conditions of Use (hereinafter referred to as the “Terms & Conditions”) apply to the Mediastore / Data Asset Management Platform (hereinafter referred to as the “DAM platform”) of Konica Minolta Business Solutions Europe GmbH, Europaallee 17, 30855 Langenhagen, Germany, registered at District Court (Amtsgericht) Hanover under HRB 58272 (hereinafter referred to as “Konica Minolta”).

On this DAM platform, Konica Minolta makes available certain product-related marketing materials such as photos, documents, videos and corporate materials (hereinafter collectively referred to as “data”). Konica Minolta restricts the use of this DAM platform and has established non-public areas which can only be used after successfully completing registration.

This DAM platform is dedicated to (i) all Group companies of Konica Minolta, (ii) authorised dealers, distributors, cooperation partners or end customers who are contractually bound to Konica Minolta or a Group company of Konica Minolta, (iii) (marketing) agencies collaborating with Konica Minolta or a Group company of Konica Minolta, and (iv) press media and journalists.

SECTION 1 USE OF THE DAM PLATFORM

- (1) By accessing the DAM platform, the user hereby confirms that he has read these Terms and Conditions and agrees to them. Where a user does not agree to these Terms and Conditions, he shall not be allowed to use the DAM platform and shall refrain from using it.
- (2) Konica Minolta reserves the right, to change, modify, add, or remove these Terms and Conditions at any time with future effect.
- (3) This DAM platform shall be made available free of charge unless otherwise specified. Any expenses or other costs deriving from or related to the use of this DAM platform (i.e. for Internet usage, self-administration or the acquisition of necessary hardware or software) shall be borne by the user.
- (4) The user shall be granted a non-transferable and revocable licence to use the data stored on the DAM platform under these Terms and Conditions (i) depending on the granted user status and (ii) for the purpose(s) and to the extent stated herein. Data which is licensed by a third party (i.e. stock photography providers) shall be indicated as such and provided with a link to the applicable licensing terms, which must be observed by the user. Any breach of these Terms and Conditions or applicable licensing terms of a third party shall result in the immediate revocation of the licence and all other rights granted in these Terms and Conditions without notifying the user. It is pointed out that there shall be no entitlement to use.
- (5) Konica Minolta reserves the right to change the content of the DAM platform at any time and without the obligation to provide the user with prior notification and, in addition, shall

be under no obligation to update any of the information on the DAM platform, even where it becomes apparent that such information is not correct. The user hereby agrees that Konica Minolta shall be permitted, at any time, to terminate the services provided by the DAM platform in full or in part without providing a reason.

- (6) Specific types of user status as described below in Section 2 may require the registration of the user. Should the user choose to register, he agrees to provide accurate and up-to-date information as requested. Furthermore, the user agrees to promptly update such information if there are any changes. Every user of the DAM platform shall be solely responsible for keeping passwords and other account identifiers safe and secure. The user shall be solely responsible for all activities that occur under his account. The user furthermore agrees to notify Konica Minolta immediately of any unauthorised use of his password or account. Konica Minolta or any of its subsidiaries shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, the user's failure to comply with these Terms and Conditions.

SECTION 2 TYPES OF USER STATUS / REGISTRATION

- (1) The DAM platform is intended for use by different users. These different users are categorised into different types of users as defined below. Each different type of user shall have a defined access to the DAM platform including specific restrictions with regard to the accessible type of information. The user hereby acknowledges that the definition of different types of user, as well as that the definition of specific restrictions, shall be at Konica Minolta's sole and exclusive discretion. The user is obliged to strictly observe any restrictions stipulated by Konica Minolta and shall refrain from any attempt to manipulate the DAM platform to enable any unauthorised access.
- (2) Public (primarily dedicated to distributors and end customers of Konica Minolta): These users do not need to register and have access to the data stored in the public part of the website. The data provided herein is designated for marketing purposes in connection with Konica Minolta products or services.
- (3) Press user: This user status allows access to information related to specific events. Unless specified otherwise, this information can be used in full by the press but only for the relevant purpose, as defined by Konica Minolta (i.e. in connection with the launch of a product or in connection with a specific campaign). Konica Minolta may grant the press user authorisation to use of the DAM platform as follows: The press user may be invited to use the DAM platform by receiving an e-mail providing a link to the aforementioned information related to a specific event. By making use of this link, the press user is accepting these Terms and Conditions of Use. Such as an authorisation provided by Konica Minolta shall under no circumstances be deemed a permanent licence to use the DAM platform.
- (4) Agencies: Konica Minolta may appoint agencies to collaborate with Konica Minolta on a specific level. In relation to such an appointment, the agency may apply to register to use the DAM platform. Such registration shall be administered by Konica Minolta and it shall be at Konica Minolta's sole and exclusive discretion to grant the agency authorisation to use the DAM platform at agency user level. The agency user level entitles the agency to access restricted data and to use the provided information and other data within and for the specific type of collaboration as defined by Konica Minolta. The agency hereby acknowledges that it is at Konica Minolta's sole and exclusive discretion to define the scope of accessible information and to modify this scope at any time; the registration as aforementioned does not entitle the agency to claim for a specific scope of information or for specific, individual information. The agency is obliged to keep confidential all information obtained via the DAM platform or in any other way from Konica Minolta and to use this information solely for the collaboration, i.e. not to disclose the information or parts

of it to third parties directly or indirectly, orally, or in writing, or in any other way. Furthermore, the agency hereby agrees not to disassemble, decompile or translate software received hereunder into any other kind of code, and shall not open or disassemble samples received hereunder. The above regulations may also apply to any employee of Konica Minolta who is not listed within the "internal active directory" or any similar register.

- (5) Employees of Konica Minolta: Konica Minolta shall allow some of its employees to access the DAM platform with their employee ID and internal password for their work PC. When using the DAM platform for the first time, these employees shall accept the Terms and Conditions stipulated herein as binding; their employment contract shall be deemed as amended by such Terms and Conditions. Downloading or accessing any information, irrespective of a user's status, requires the acceptance of these Terms and Conditions.

SECTION 3 DUTIES OF THE DAM PLATFORM USER

- (1) The user hereby agrees, without limitation, that he shall not use the DAM platform and / or any information or data obtained from the use of the DAM platform for any fraudulent purpose or for any purpose other than that for which the information was intended by Konica Minolta or was intended to be used. The information and data may only be used for the benefit of Konica Minolta.
- (2) Furthermore, the user undertakes not to do, cause or allow any of the following: (a) send or receive any material which is technically harmful (such as computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted or harmful data as well as other malicious software); (b) intercept or attempt to intercept any communications transmitted by way of a telecommunications system; (c) use the DAM platform other than in compliance with accepted Internet practices and the practices of any connected networks; (d) furnish false data including false names, addresses and contact details; (e) attempt to circumvent the DAM platform's security or network including accessing data not intended for the user, logging into a server or account the user is not expressly authorised to access, or probing the security of other networks (such as running a port scan); (f) access the DAM platform in such a way as to, or commit any act that would or does, impose an unreasonable or disproportionately large load on our infrastructure; (g) send malicious e-mails, including flooding the DAM platform or the Konica Minolta Group with very large or a high volume of e-mails; (h) forge or use in any unauthorised manner, any mail header information; (i) engage in any unlawful activity in connection with the use of the DAM platform; or (j) engage in any conduct which, in the exclusive reasonable opinion of Konica Minolta, restricts or inhibits any other user from properly using or enjoying the DAM platform.

SECTION 4 EXCLUSION

- (1) Should the user or anyone else with the permission or acquiescence of the user use the DAM platform in contravention of these Terms and Conditions, or should Konica Minolta suspect on reasonable grounds that such contravention of the same might be taking place, Konica Minolta may - without further notice to the user - terminate or suspend the user from the use of the DAM platform.
- (2) In addition, Konica Minolta shall have the right to withdraw the membership of a user at its sole discretion immediately and without prior notice.
- (3) Terminating the use of the DAM platform shall not prejudice in any way other rights or remedies Konica Minolta might have against a user in respect of the user's contravention of these Terms and Conditions and any liability under law incurred by the user prior to the termination of the user's use of the DAM platform.
- (4) Furthermore, a user can request cancellation of his user status.

SECTION 5 DATA PROTECTION

- (1) Use of the DAM platform may include the possession, use and processing of personal data such as name, address or employee ID. With regards to such personal data and the possession, use and processing of this, Konica Minolta and the user hereby agree on the following: The user hereby acknowledges that Konica Minolta shall comply strictly with all and any data protection rules according to German law and the rules and regulations according to the law of the European Union. If the user is restricted by any other rules or regulations dealing with personal data, it shall be the user's exclusive responsibility to comply with such rules and to assess in particular whether these rules correspond to the aforementioned ones to be complied with by Konica Minolta. If any conflict between rules and regulations to be observed by the user and rules and regulations to be observed by Konica Minolta could occur, the user shall refrain from using the DAM platform and in particular from transferring any personal data.
- (2) Konica Minolta shall acquire, process and use all the personal data which has been provided by the user solely for the purposes of verifying the authorisation to use the DAM platform. In the case that the user may be an entity, the user assures that personal data is provided with the consent of the respective person concerned and that the user has been entitled to transmit the data by the respective person concerned. The user agrees to fulfill all notification requirements or to obtain any agreement needed in relation to the persons concerned. In this respect, the user shall indemnify and hold Konica Minolta harmless from any claims resulting from any unauthorised or illegal use of personal data. The user shall have the right to revoke his consent, under his own name or in the name of the respective person concerned, to the processing/use of his data at any time with future effect. His right to use the DAM platform shall end upon providing this notification.
- (3) The DAM platform uses cookies on several pages. Cookies are small text files which are filed on the user's computer and which are stored by the user's browser. If the user adjusts his browser settings accordingly, he can prevent cookies from being stored. If cookies are not activated in the user's web browser, the user will not be able to use certain features of the DAM platform. In this event, some functions will not be available.

SECTION 6 INTELLECTUAL PROPERTY RIGHTS

- (1) All intellectual property rights, whether registered or unregistered, related to (i) the DAM platform and the DAM platform design, including, but not limited to, text, graphics, software, photos, video, music, sound and the selection and arrangement thereof, (ii) the information and data stored on the DAM platform, shall remain the sole property of Konica Minolta. All rights are reserved. Any redistribution or reproduction of parts or all of the contents in any form is prohibited outside the specific situations and purposes provided for.

SECTION 7 INDEMNITY

- (1) The user hereby consents to indemnify Konica Minolta for any loss and/or liability incurred by Konica Minolta due to a contravention of these Terms and Conditions by the user or by a third party using the user's account.

SECTION 8 MISCELLANEOUS

- (1) It is hereby agreed that Konica Minolta is entitled to transfer all rights and obligations under these Terms and Conditions to an affiliated enterprise of Konica Minolta within the meaning of Section 15 German Stock Corporation Act (Aktengesetz, AktG).

- (2) These Terms and Conditions, as well as questions relating to their validity, contents and implementation, shall be subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- (3) The place of jurisdiction for all disputes arising from these Terms and Conditions shall be Hanover, Lower Saxony, Germany. However, Konica Minolta shall also be entitled to assert claims against the user at any other permissible place of jurisdiction.
- (4) If a provision in these Terms and Conditions should be invalid or unfeasible, the remaining provisions or the remaining part of the provision shall remain in effect. Any such ineffective provision shall be replaced with another provision which fulfils the intention of the former provision and of these Terms and Conditions.