

## Electronic Partnership Broadband (EP-BB) Customer Agreement Form

To ensure EP-BB smoothly installation, please provide below information to us prior installation date

### A. COMPANY INFORMATION

Company Name: .....

Account No: .....

### B. CONTACT INFORMATION (Contact person for installation of EPBB)

Main Contact Person Name: ..... Salutation: Mr/Mrs/Ms/Dr

Job title: ..... Contact number: .....

Email Address (Mandatory): .....

### C. INSTALLATION CHECKLIST

IP Address (If static):	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subnet Mask (If static):	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gateway IP (If static):	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>
DNS IP address (If static):	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Network Security Requirements:** HTTPS (SSL) TCP 443 must be allowed from machine to the Internet.

**Please tick on check box and fill in required information if those set up will be implemented**

**Service:**  **All services on** (Consumable + Meter + Fault alert & Green Report) **OR**  **Meter alert only**

For a smooth EP-BB installation process, please ensure that the following information is available prior to receive the call from our remote engineer or an onsite visit. FUJIFILM will send the software to the contact person listed above via Email.

### D. ACKNOWLEDGEMENT

The customer by signing this agreement represent that they have agreed to the terms and conditions of EP-BB.

Name: \_\_\_\_\_ Contact No: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Stamp

\*The contact person indicated below will be contacted when machine encounters issues or when consumables delivery arrangements are needed to be made.

SQ	Model	Serial no.	Contact person	Email	Tel
1					
2					
3					
4					
5					
6					
7					
8					
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10					
11					
12					
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25					

## Electronic Partnership Broadband (EP-BB) Terms & Conditions of use

### 1. Definitions

- 1.1 "Electronic Partnership" or "EP" refers to the system for FBVN and its mother company FUJIFILM Holding (collectively referred to as "FUJIFILM") to collect such relevant information regarding the Device (as hereinafter defined) situated in Customer's sites (hereinafter referred to as "User") and to provide various services through electronic communications ("Services").
- 1.2 "EP Center" refers to the location of servers for collecting relevant information from the Device.
- 1.3 "Device" refers to the multi-function devices or printers that are designated for EP by User, in accordance with the Service Activation Form prescribed by FUJIFILM or service agreement signed between User and FBVN (hereinafter referred to as "Service Activation Form").

### 2. Types of EP:

EP-BB capitalizes on the communication equipment which is built in the Devices, connect to the network environment (LAN) of User and send information to EP Center via Internet.

### 3. Agreed terms of Use:

- 3.1 FUJIFILM shall use the User information in Service Activation Form for the following purposes only:
- (a) To provide various Services to User via EP;
  - (b) To communicate with User regarding the provision of various Services via EP if necessary;
  - (c) To send EP relevant materials to User upon request;
  - (d) To provide Device information to User;
  - (e) To provide relevant marketing to User, such as surveys or face-to-face communications for improving the quality of products or services provided to User by FUJIFILM.
- 3.2 Details are as follows:

Purposes of use	Information collected
<ul style="list-style-type: none"> <li>• Automatic remote reading of Device meter count</li> <li>• Expense charge according to the read meter count</li> <li>• Remote maintenance of Device</li> <li>• Delivery of Device supplies</li> <li>• Quality improvement of Device</li> <li>• Various proposals from FUJIFILM to User</li> </ul>	<ul style="list-style-type: none"> <li>• Various meter count values of Device</li> <li>• Supply information of Device supplies</li> <li>• Device information for automatic monitoring and diagnosis of troubles encountered by Device</li> </ul>

- 3.3 FUJIFILM shall not use nor disclose the information collected for other purposes, except for those which are expressly stated herein.
- 3.4 FUJIFILM may fail to obtain information via EP in following situations:
- (a) The electrical power to the Device is switched off, or communication with EP Center has failed due to any reasons;
  - (b) Network communication is blocked due to any reasons;
  - (c) EP management system is suspended for maintenance or other operations;
  - (d) Any other technical faults.
- 3.5 The User agrees to appoint such individual stated as "Contact Person" in Service Activation Form as its authorized person, for all matters related to the EP.
- 3.6 FUJIFILM does not warrant that the operation of Services shall be uninterrupted or error free, or that all defects can be corrected.

To the extent permitted by law, neither party shall be liable to the other party for any damages arising out of or relating to these terms and conditions (including without limitation to lost of revenue, lost of profits, lost of computer, server or any equipment or software, usage time, and damage or loss of use of data), even if the party has been advised of the possibility of such damages, and irrespective of whether such damages result from a claim arising under tort or contract law.

### 4. EP connection environment shall be maintained as follows:

- (a) It is the User's responsibility to maintain the required connection environment for the communication between the Device and EP Center.
- (b) Any expenses incurred in relation to power supply, circuit works regarding EP connection environment maintenance and any other expenses shall be borne by User.
- (c) In the event that User wishes to change the setting of Device which has been installed with EP communication device, User shall give prior notification to FUJIFILM.

5. The security features of EP-BB

5.1 The communications of EP-BB, and via Internet are protected by digital certificates for rigid client authentication.

5.2 The communications between EP-BB and EP Center are encrypted with SSL to prevent data wiretap or manipulation. EP Center will send a certificate to EP-BB / / to prevent illegal access.

5.3 For EP-BB, any access of Device from the EP management system site is prohibited. EP relevant system setting information can only be changed by polling, when there is a notification by the Device.

6. Variation

FUJIFILM shall have the sole discretion to amend the terms and conditions of use at any time, and the most updated terms and conditions can be accessed via website of FBVN at <https://www.fujifilm.com>. If, in the sole opinion of FUJIFILM, such terms and conditions may cause a material impact on User, FUJIFILM may notify the User of such amendment.

7. Charges

FUJIFILM reserves the right to charge the User for the provision of any Services rendered via EP with one (1) month's prior notice.

8. Termination

Either FUJIFILM or User may cease using EP after giving the other party one (1) week's prior written notice.

9. Disclaimer of Warranty

User acknowledges that EP are provided "as is". FUJIFILM disclaims all conditions and warranties, including but not limited to the merchantability, fitness for a particular purpose.

FUJIFILM makes no representation, warranty or guaranty as to the reliability, quality, suitability, accuracy of EP. Notwithstanding any of the foregoing, FUJIFILM warrants that the meter count values obtained by FUJIFILM from Device shall be accurate.

10. Limitation of Liability

Neither party shall be liable for any direct or indirect, incidental, special punitive or consequences damages, or any loss of data or use.

11. Governing Law

The terms and conditions are governed by the laws of Vietnam.