

TERMS AND CONDITIONS GOVERNING OPEX'S ONLINE SUPPORT RESOURCES

VERSION: 1.0 EFFECTIVE: 17 NOVEMBER 2023

These terms and conditions (the **"Agreement"**) apply to the Online Support Resources (as defined below) and are entered into by and between the company registering for, accessing, and/or using the Online Support Resources (**"User"**) and the applicable OPEX entity set forth below (**"OPEX"**) (each, a **"Party"** and, collectively, the **"Parties"**).

BY REGISTERING FOR, ACCESSING, AND/OR USING ANY OF THE ONLINE SUPPORT RESOURCES, USER ACCEPTS THIS AGREEMENT. User's use of the Online Support Resources, if provided on or in connection with any other OPEX terms and conditions (e.g., an OPEX maintenance service agreement, OPEX privacy notice, policy, etc., collectively referred to as **"Additional Terms"**) shall also be subject to such Additional Terms. The Agreement and any Additional Terms shall constitute the entire agreement between User and OPEX concerning the Online Support Resources. This Agreement's terms will prevail over the Additional Terms in the event of any conflict.

User shall be responsible and liable for ensuring that User's Authorized Representatives (as defined below), who register for, access, and/or use the Online Support Resources on User's behalf, comply fully with this Agreement and any Additional Terms. User, without the express written permission of OPEX, shall not allow any person or party other than User's Authorized Representatives to register for, access, and/or use the Online Support Resources.

To the fullest extent permitted by applicable law, OPEX reserves the right at any time in its sole discretion to (a) modify, suspend, and/or terminate the Online Support Resources, in whole or in part, for any or all users, and for any reason; and/or (b) to suspend or terminate this Agreement, in whole or in part, and for any reason. User's continued use of the Online Support Resources after the effective date of any modification to the Online Support Resources and/or Agreement shall constitute User's acceptance of the modification.

ALL LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT FORM AN ESSENTIAL PART OF THE PARTIES' AGREEMENT.

User's Authorized Representatives

User's use of the Online Support Resources will be non-exclusive, non-transferable, and limited to User's internal use. User shall be responsible for ensuring that the Online Support Resources are used only by User's **"Authorized Representatives,"** who shall be defined as User's current employees who access the Online Support Resources.

Online Support Resources

OPEX's online support resources (**"Online Support Resources"**) available through this website and any other website linked to this website may, among other things, allow User to submit service requests through an online support platform(s) to the OPEX group of companies' support organization(s), view the history of service requests submitted through such platform(s), access OPEX operator manuals and other 'tools', etc.

OPEX's ability to deliver the Online Support Resources depends upon: (a) User's reasonable cooperation with OPEX, (b) User's provision, at User's own expense and risk, of the equipment and software needed to access the Online Support Resources, and (c) the accuracy and completeness of any information that User provides to OPEX in connection with the Online Support Resources.

User has no obligation to use the Online Support Resources.

Technology

The operation, provision, content, and other aspects of the Online Support Resources may be based upon source code, other proprietary components, processes, user instructions, other documentation, and/or other materials that comprise the Online Support Resources (all of the foregoing of which may be referred to individually or collectively hereinafter as the **"Materials"**). The Materials have been developed by OPEX, OPEX's corporate affiliates, and/or their suppliers for their own use, and are

covered by various patents, copyrights, other intellectual property rights, and/or licenses.

User shall not at any time, directly or indirectly, use the Online Support Resources for any purpose other than the uses expressly authorized by OPEX in writing. Furthermore, User, without the express written permission of OPEX, shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Online Support Resources or Materials, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, or transfer the Online Support Resources or Materials, in whole or in part; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software or other component of the Online Support Resources or Materials, in whole or in part; or (d) remove or attempt to remove any copyright or other proprietary notices from the Online Support Resources or Materials.

User shall not at any time, directly or indirectly, use the Online Support Resources or Materials in any manner or for any purpose that (a) infringes, misappropriates, or otherwise violates any intellectual property right or other rights of any person including, without limitation, of OPEX, OPEX's corporate affiliates, or their suppliers, (b) violates any law, or (c) harms or impairs OPEX, OPEX's corporate affiliates, their suppliers, any other person or party, or any computer networks or systems. Without limitation, User shall not use the Online Support Resources to gain or try to gain unauthorized access to any account, service, data, other content, network, or system by any means.

Data Backup and Transfer

User understands that data and other information that User (including, for clarity, User's Authorized Representatives) provide and/or generate in the course of registering for, accessing, and/or using the Online Support Resources could be inadvertently lost, corrupted, or breached, and User shall be wholly responsible for backing up all such data that User (including, for clarity, User's Authorized Representatives) provide in connection with the Online Support Resources (collectively, "**User Data**"). User further understands and agrees that OPEX, to provide the Online Support Resources, may need to transfer User Data, including without limitation, confidential data, proprietary data, personal data and/or other information of User (including, for

clarity, User's Authorized Representatives) within OPEX and the OPEX group of companies as well as to third-party suppliers that support the Online Support Resources. In particular, User understands that OPEX Corporation in the United States will typically be the initial recipient of any service requests that User submits through the Online Support Resources, regardless of where User (including, for clarity, User's Authorized Representatives) are located. With respect to User Data which is personal data, any transfer will be done in accordance with the applicable OPEX privacy policy/notice linked at the bottom of the homepage at www.opec.com. OPEX, OPEX's corporate affiliates, and their third-party suppliers will use reasonable efforts to protect such data, but to the fullest extent permitted by applicable law, User agrees that they will not be responsible or liable for loss or corruption of User Data or interruption in the availability of the Online Support Resources. If User does not agree to the foregoing, User must not use the Online Support Resources and should instead obtain support through other OPEX channels beyond this website or any linked website that OPEX may make available to its customers from time to time (e.g., telephone support), for example, as part of an existing maintenance services arrangement between OPEX and User.

Confidentiality

From time to time, either Party, in connection with the Online Support Resources, may disclose or make available to the other Party nonpublic information about its business and operations, as well as other confidential or proprietary information, whether or not marked, designated, or otherwise identified as 'confidential' (collectively, "**Confidential Information**"). Confidential Information does not include information which at the time of disclosure is: (a) already in the public domain due to no fault of the receiving Party; (b) already known to the receiving Party at the time of disclosure without a preexisting obligation of confidentiality; (c) was rightfully obtained by the receiving Party from a third party on a non-confidential basis; or (d) has been developed demonstrably by the receiving Party independently. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity other than the receiving Party's and the receiving Party's current employees (as well as, in the case of OPEX, to OPEX's and its corporate affiliates' consultants, advisors, contractors, and agents), who

must likewise be bound by confidentiality obligations no less stringent than those set forth in this Agreement and who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this Agreement and any Additional Terms. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent legally required to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order. Upon termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information or destroy all such copies.

Statistics

OPEX (which, for purposes of this paragraph shall also include OPEX's corporate affiliates and their suppliers, hereinafter the "**OPEX Associated Entities**") may track User's use of the Online Support Resources and collect and compile statistics to improve the Online Support Resources, any related services, and any related business practices. As between the OPEX Associated Entities and User, all right, title, and interest in such statistics, and all intellectual property rights therein, shall belong solely to the OPEX Associated Entities. User acknowledges that the OPEX Associated Entities may, for example, compile statistics based on User Data provided in connection with the Online Support Resources. User also agrees that the OPEX Associated Entities may use the statistics to the extent and in the manner permitted under applicable law; provided that such statistics, if disclosed to parties other than those permitted under the section of this Agreement entitled 'Confidentially,' do not identify User or specific User Data.

No Warranty, Limitation of Remedies

1. **NO WARRANTY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ONLINE SUPPORT RESOURCES (INCLUDING, WITHOUT LIMITATION, ANY INTERFACES, TOOLS, CONTENT, AND OTHER INFORMATION AND

MATERIALS THAT OPEX MAKES AVAILABLE AS PART OF OR WITH THE ONLINE SUPPORT RESOURCES) ARE PROVIDED 'AS IS,' AND OPEX DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. USER SHALL BEAR THE ENTIRE RISK OF THE ONLINE SUPPORT RESOURCES' QUALITY AND PERFORMANCE. WITHOUT LIMITING THE FOREGOING, THE ONLINE SUPPORT RESOURCES ARE NOT WARRANTED TO BE BUG-FREE OR INTERRUPTION-FREE.

2. **LIMITATION OF REMEDIES.** If applicable law mandates any implied warranties despite the exclusions and limitations in this Agreement, the remedies shall, to the fullest extent permitted by applicable law, be limited to the reperformance of the Online Support Resources, and the foregoing shall be the only remedy for a breach of warranty or condition even if the remedy fails of its essential purpose.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FOLLOWING SHALL APPLY:

- IN RECOGNITION OF THE FACT THAT, AMONG OTHER THINGS, USER'S USE OF THE ONLINE SUPPORT RESOURCES IS AT USER'S SOLE OPTION, NEITHER USER NOR ANY PARTY CLAIMING THROUGH USER SHALL HAVE A RIGHT TO RECOVER LOSSES, COSTS, OR DAMAGES OF ANY KIND FROM OPEX, OPEX'S CORPORATE AFFILIATES, THEIR SUPPLIERS, OR OTHERWISE. IF APPLICABLE LAW NEVERTHELESS MANDATES THAT USER HAS THE RIGHT TO RECOVER LOSSES, COSTS, OR DAMAGES, OPEX'S, OPEX'S CORPORATE AFFILIATES', AND THEIR SUPPLIERS' LIABILITY SHALL BE LIMITED IN THE AGGREGATE TO DIRECT DAMAGES UP TO A TOTAL OF ONE HUNDRED DOLLARS (\$100) DURING EACH TWELVE- (12-) MONTH PERIOD THAT USER USES THE ONLINE SUPPORT RESOURCES AND ANY ASSOCIATED ITEMS; AND

- OPEX, OPEX'S CORPORATE AFFILIATES, AND THEIR SUPPLIERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, COVER, OR INCIDENTAL LOSSES, COSTS, OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF BUSINESS, ARISING FROM OR RELATED TO THIS AGREEMENT, THE ONLINE SUPPORT RESOURCES, OR ANY OTHER ITEMS THAT OPEX, OPEX'S CORPORATE AFFILIATES, AND/OR THEIR SUPPLIERS PROVIDE PURSUANT TO THIS AGREEMENT, EVEN IF OPEX WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, OR DAMAGES OR THE LOSSES, COSTS, OR DAMAGES WERE FORESEEABLE.

FOR CLARITY, THE LIABILITY LIMITATIONS ABOVE DO NOT APPLY IF AND TO THE EXTENT A LIMITATION IS PROHIBITED BY APPLICABLE LAW.

FOR CLARITY, USER IS RESPONSIBLE AND LIABLE FOR ITS (INCLUDING, FOR CLARITY, ITS AUTHORIZED REPRESENTATIVES') USE AND MISUSE OF THE ONLINE SUPPORT RESOURCES AND FOR ANY LOSSES, COSTS, AND DAMAGES ARISING THEREFROM, TO THE FULLEST EXTENT APPLICABLE LAW ALLOWS.

OPEX'S, OPEX'S CORPORATE AFFILIATES, AND THEIR SUPPLIERS' LIABILITY IN CONNECTION WITH THIS AGREEMENT GENERALLY AND THE ONLINE SUPPORT RESOURCES SPECIFICALLY SHALL REMAIN LIMITED AS SET FORTH HERE ABOVE EVEN IF ANY PORTION OF THE ONLINE SUPPORT RESOURCES COME UNDER ANY ADDITIONAL TERMS.

OPEX Contracting Party, Governing Law, and Venue

For purposes of this Agreement, "OPEX" is further defined as follows:

- If the OPEX equipment supported by the Online Support Resources is located in the United States or Canada, **OPEX Corporation**, a New Jersey corporation having a business address of 305 Commerce Drive, Moorestown, New Jersey 08057, United States of America.
- If the OPEX equipment supported by the Online Support Resources request is located in Australia and/or New Zealand, **OPEX Business Machines Pty Ltd**, a proprietary limited company registered in Victoria, Australia (ACN 604 218 546) and having a business address of Suite 510, Nexus

Building, 4 Columbia Court, Norwest, NSW 2153, Australia.

- If the OPEX equipment supported by the Online Support Resources is located in Austria, Belgium, France, Germany, Luxembourg, the Netherlands, the Republic of Ireland, Switzerland, and/or the United Kingdom, **OPEX Business Machines GmbH** [a/k/a OPEX Business Machines GmbH (Schweiz)], a company with limited liability incorporated in the Canton of Lucerne, Switzerland (CHE-161.325.822) and having a registered address of c/o Moore Stephens, Luzern AG, Obergrundstrasse 61, 6003 Lucerne, Switzerland; and/or
- If the OPEX equipment supported by the Online Support Resources is not located in any of the countries set out above, **OPEX Business Machines International Inc.**, a corporation incorporated in the State of Delaware, United States of America having an address of OPEX Business Machines International Inc., c/o OPEX Corporation, 305 Commerce Drive, Moorestown, New Jersey 08057, United States of America.

This Agreement shall be governed by, and interpreted in accordance with, the Governing Law (as defined below), without reference to conflict of laws principles. The United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto shall not apply to the Agreement. Matters or disputes shall be brought only in the Venue (as defined below), and each Party irrevocably submits to the exclusive jurisdiction of the Venue in any such matters.

The term "**Governing Law**" shall mean: (a) New Jersey law and the laws of the United States applicable thereto if OPEX Corporation is the provider of the applicable Online Support Resources, (b) Swiss law prevailing in the Canton of Zurich, Switzerland if OPEX Business Machines GmbH is the provider of the applicable Online Support Resources, (c) Australian law prevailing in the Australian state of New South Wales if OPEX Business Machines Pty Ltd is the provider of the applicable Online Support Resources, or (d) Delaware law and the laws of the United States applicable thereto if OPEX Business Machines International Inc. is the provider of the applicable Online Support Resources.

The term "**Venue**" shall mean: (w) the courts located in the County of Camden, New Jersey, United States

of America if OPEX Corporation is the provider of the applicable Online Support Resources; (x) the courts located in the city of Zurich, Switzerland if OPEX Business Machines GmbH is the provider of the applicable Online Support Resources; (y) the courts located in Sydney, NSW, Australia if OPEX Business Machines Pty Ltd is the provider of the applicable Online Support Resources, or (z) the courts located in Wilmington, Delaware, United States of America if OPEX Business Machines International Inc. is the provider of the applicable Online Support Resources.

For clarity, if the Additional Terms, if any, require that the Parties engage in dispute resolution, the Parties agree to respect such dispute resolution provisions.

Miscellaneous

OPEX may assign, transfer, and/or subcontract this Agreement in whole or in part without notice to or the consent of User.

In the event that any one or more of the provisions contained in this Agreement, or the application thereof in any circumstances, is held invalid or unenforceable in any respect under applicable law, (i) a suitable and equitable provision shall be substituted therefor to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and (ii) such invalidity or unenforceability shall not affect any other provision of the Agreement.

Notices related to this Agreement shall, in the case of notices to OPEX, be sent by confirmed mail (e.g., DHL, UPS, Federal Express) to OPEX, c/o OPEX Corporation, 305 Commerce Drive, Moorestown, New Jersey 08057-4234, United States of America, Attn: Legal Department.