

## XEROX AMAZON DASH REPLENISHMENT TERMS OF USE AGREEMENT

THIS XEROX AMAZON DASH REPLENISHMENT TERMS OF USE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU INDIVIDUALLY, IF YOU ARE AGREEING TO IT IN YOUR OWN CAPACITY, OR THE ENTITY FOR WHOSE BENEFIT YOU ARE ACTING ("YOU"), AND XEROX CORPORATION ("XEROX"). THIS AGREEMENT GOVERNS YOUR USE OF XEROX DASH REPLENISHMENT APP. BY CLICKING "AGREE" BELOW, YOU ACKNOWLEDGE AND ACCEPT THAT YOUR USE OF XEROX DASH REPLENISHMENT APP IS SUBJECT TO AND EXPRESSLY CONDITIONED UPON YOUR COMPLIANCE WITH THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, CLICK "DISAGREE" BELOW AND DO NOT USE XEROX DASH REPLENISHMENT APP.

### 1. DEFINITIONS

- a. "Amazon Dash Replenishment Service" means Amazon's dash replenishment service which enables connected devices to order products from Amazon when needed and utilizes Amazon's authentication and payment systems, customer service, and fulfillment network.
- b. "Content" means any and all data, data files, written text, graphics, messages, photographs, images, videos, compilations, computer software, trade names, trademarks, service marks, logos and/or other information or materials.
- c. "User Account Information" means your name (first, last), email address, account user ID, account password and any other information requested or generated as part of the Amazon registration process.
- d. "Xerox Amazon Dash Replenishment App" or "XADR App" means the Xerox Dash Replenishment website application from which customers can register Xerox printers for Amazon Dash Replenishment Service.

### 2. USER ACCOUNTS

- a. In order to access and use the XADR App, you must have a valid Amazon user account for the Amazon Dash Replenishment Service.
- b. Use of the XADR App requires that you provide Xerox with User Account Information. You agree that you will provide and maintain accurate User Account Information at all times that you use the XADR App. Xerox may verify the User Account Information you provide. The user account created using and associated with your User Account Information is your Account. You are solely responsible for maintaining the confidentiality and security of your Account and your User Account Information, and for all activities resulting from the access to and/or use of the XADR App via your Account and your User Account Information. You agree to promptly notify Xerox if you become aware of any unauthorized use of your Account or your User Account Information to access the XADR App or any other breach of security with respect to your use of the XADR App. You agree to cooperate with Xerox's reasonable investigation of outages, security problems, and any suspected breach of this Agreement. You authorize Xerox to use your User Account Information to communicate with you respecting the XADR App, and to send you information respecting service announcements and administrative messages. You agree to receive all terms and conditions, agreements, notices, disclosures, and other communications from Xerox electronically and such communications will have the same legal enforceability as if they were in hard copy. If you receive commercial email from Xerox and wish to discontinue these mailings, you may opt out of receiving those communications.

### 3. PRIVACY and DATA ADMINISTRATION.

- a. By using the XADR App, you acknowledge, agree and consent that the User Account Information provided as part of your Account creation may be shared by Xerox with its affiliates. You also acknowledge, agree and consent to the processing of such User Account Information by Xerox authorized subcontractors in order to provide maintenance and support services for the XADR App. You agree that you are the data controller of such User Account Information and Xerox is the data processor. By providing such information, you consent to the processing of your User Account Information on a global basis by Xerox, its affiliates, agents and subcontractors for the purposes of administering the XADR App, to generate statistical information about the use of the XADR App, for internal research and development, and as otherwise described in this Agreement. Your use of the XADR App and any data collected or used pursuant to this Agreement is subject to the Xerox privacy policy available at <https://www.xerox.com/en-us/about/privacy-policy>.
- b. Xerox may need to disclose your User Account Information or your Content (as defined below): (i) to Xerox's authorized representatives in the course of developing, providing, managing, administering and improving the XADR App; (ii) when Xerox believes, in good faith, that disclosure is necessary to protect the rights of Xerox under this Agreement, protect the safety of others, investigate fraud or other illegal activity, or to law enforcement or government agency if required by a subpoena or other compulsory legal process; (iii) as required by law; and/or (iv) in the event of a merger, acquisition or reorganization of Xerox or a relevant portion of its assets, to the acquiring or surviving entity. For the purpose of developing, providing, operating, maintaining and/or improving Xerox products and services, associated functionality and the customer experience, you acknowledge and agree that Xerox may use your User Account Information and cookies, embedded links and other commonly used data gathering tools to collect, compile,

analyze, copy, publish, display and distribute, statistical data, trends and usage information respecting use of the XADR App by you.

c. You agree that you will comply with applicable data privacy laws and regulations in any and all jurisdictions, with respect to all personal data collected, accessed, processed and used by you, and submitted to the XADR App, including making any required notifications to, or obtaining required consents from, third parties in relation to Xerox processing personal data in connection with the XADR App. You are solely responsible for determining the suitability of the XADR App for your use in light of any applicable regulations and the Xerox privacy policy.

d. You acknowledge and agree that use of the Amazon Dash Replenishment Service and the XADR App requires that connected Xerox printers are enabled for Remote Services Data Upload throughout the term of this Agreement, including internet connectivity. As used herein, "Remote Services Data Upload" means the transmission of information regarding connected printers and the consumable products used in such printers, which may include, but is not limited to, serial numbers, print quantities/meter reads, supply levels and consumption of ink and/or toner, software version, problem/fault code data, and equipment configuration and settings.

#### 4. PERMITTED USE

a. Xerox grants you a limited, nonexclusive, nontransferable, nonsublicensable right to access and use the XADR App for your own use or for resale or further distribution solely as permitted under the terms of this Agreement. You shall not and shall not authorize any third party to (i) use or provide access to the XADR App on a service bureau, outsourcing, renting, or time-sharing basis, and any attempt to do so shall be null and void; or (ii) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the XADR App or any part thereof or otherwise attempt to discover any source code, or use unauthorized versions of the XADR App. You agree not to access (or assist any third party to access) the XADR App by any means other than through the interface and method provided by Xerox.

b. You acknowledge and agree that the XADR App contains proprietary information and material that is protected by applicable intellectual property and other laws and that all right, title and interest in and to all intellectual property rights in the XADR App are owned by, and any rights not expressly granted herein are reserved by, Xerox and its licensors. Except for the limited right to use the XADR App in compliance with this Agreement, you have no right to use any intellectual property of Xerox or its licensors, including trade names, trademarks, service marks, logos, domain names, or other distinctive brand features used by Xerox or its licensors in connection with the XADR App.

5. PROHIBITED CONDUCT. You may not: (a) engage in any activity that interferes with, disrupts or attempts to gain unauthorized access to the XADR App, other user accounts, or servers, networks or products connected to or used to provide the Service; (b) use the XADR App to engage in conduct that (i) is unlawful, defamatory, libelous, invasive of another's privacy, violent or incites violence, threatening, tortious, abusive, harassing, hateful, racially or ethnically offensive, pornographic, obscene or otherwise objectionable; (ii) infringes, misappropriates or misuses any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; or (iii) contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, limit the functioning of or obtain unauthorized access to any software or hardware device or the data residing on or passing through such software or hardware devices; or (c) use the XADR App (i) to export any software or data in violation of applicable laws including U.S. laws; (ii) for unauthorized access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (iii) to plan or carry out any illegal activity; or (iv) in any other manner that violates any applicable local, state, national, foreign, or international law.

6. SUSPENSION. Xerox may suspend your Account and access to the XADR App without liability if (a) you fail, or Xerox reasonably believes that you have failed, to comply with any of the provisions of this Agreement, including, but not limited to engaging in any prohibited conduct defined in section 5; (b) you don't cooperate with Xerox's reasonable investigation of any suspected violation of this Agreement; (c) Xerox reasonably believes that your Account has been accessed or manipulated by a third party without your consent, (d) Xerox reasonably believes that suspension of your Account is necessary to protect the XADR App or other user accounts or (e) suspension is required by law. Xerox will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless Xerox determines, in its reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect Xerox, the XADR App, or other users of the XADR App from imminent and significant operational or security risk. Upon any suspension of your Account, your right to access and use the XADR App, immediately ceases.

7. TERM AND TERMINATION. You may terminate this Agreement at any time by deleting your Account. In addition, you acknowledge and agree that Xerox may terminate this Agreement upon written notice if: (a) Xerox discovers that your User Account Information is materially inaccurate or incomplete, including, but not limited to, discovering that, if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into this Agreement or, if you are an entity or fiduciary, the individual creating the account did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer;

(b) you fail to comply with any of the provisions of this Agreement and fail to remedy the non-compliance within ten (10) days of written notice; (c) you have failed to comply with the provisions of this Agreement on more than one occasion, even if you cure each violation; (d) you deregister all of your Xerox printers from the Amazon Dash Replenishment Service; (e) you withdraw your consent for Xerox to access your User Account Information; or (f) Xerox discontinues its participation in the Amazon Dash Replenishment Service program. Upon any deletion of your Account and/or termination of this Agreement your right to access and use the XADR App, immediately ceases. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive.

## 8. DISCLAIMER

a. You expressly agree that your use of, or inability to use, the XADR App is voluntary, at your sole risk. Xerox does not represent or warrant that your access to or the availability of the XADR App will be uninterrupted, completely secure or free from mistakes, errors, viruses or defects; or that it will be free of delays or disruption of network transmissions. You acknowledge that there are risks inherent in internet connectivity that could result in the loss of your content and/or products you acquired. Without limiting the foregoing, Xerox shall have no liability to you resulting from any loss, temporary unavailability, or inability to access the XADR App.

b. Xerox is not responsible to you for unauthorized access to your Account and you are solely responsible for the unauthorized use of the XADR App via your Account.

c. The XADR App is provided on an "as is", "as available" basis without warranty of any kind, including any warranty or representation that they will meet your requirements or expectations. EXCEPT AS MAY BE EXPRESSLY SET FORTH TO THE CONTRARY IN AN APPLICABLE END USER LICENSE AGREEMENT, XEROX DOES NOT REPRESENT OR GUARANTEE THAT THE XADR APP WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND XEROX DISCLAIMS ANY LIABILITY RELATING THERETO. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE XADR APP IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT XEROX MAY SLOW, LIMIT OR RESTRICT PROCESSING TIMES DUE TO USAGE VOLUME, SUSPEND THE XADR APP AND RELATED SERVICES FOR PERIODS OF TIME, OR CANCEL THE XADR APP AVAILABILITY, AT ANY TIME AND WITHOUT NOTICE. XEROX DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY. IN NO CASE SHALL XEROX, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE XADR APP OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE XADR APP, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE ACCESS TO OR USE OF THE XADR APP, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, XEROX'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION. BY ACCESSING OR USING THE XADR APP, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD XEROX HARMLESS FROM ANY CLAIMS ARISING IN ANY WAY OUT OF OR THROUGH THE USE OF YOUR ACCOUNT AND (a) ACCESS TO OR USE OF THE XADR APP; (b) BREACH OF THIS AGREEMENT; (c) VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY, PROPERTY OR PERSONAL RIGHTS; OR (d) VIOLATION OF APPLICABLE LAW.

11. REPRESENTATION. You represent that (a) you are at least 18 years old and (b) if you are acting on behalf of a legal entity, you have legal authority and entitlement to bind the entity to the terms of this Agreement.

12. WAIVER & SEVERABILITY. Any failure by Xerox to enforce or exercise any provision of this Agreement or related rights shall not constitute a waiver of such provision or rights. Nothing in this Agreement shall affect your non-waivable rights. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

13. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding and agreement between you and Xerox relating to its subject matter. Xerox may modify or amend the terms of this Agreement from time to time by providing notice directly to you or by posting such notice on the XADR App. It is your responsibility to review the modified or amended the terms. Your continued use of the XADR App after the effective date of the modified terms will constitute your acknowledgement of, and agreement to be bound by, the then currently applicable terms and

conditions. This Agreement is independent of any agreements between you and Xerox for any other goods or services and neither this Agreement nor such other agreements shall be or be deemed modified, supplemented or superseded by virtue of the other.

14. **GOVERNING LAW.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New York, USA, without regard to its conflict of laws principles. You agree that any dispute arising from or relating in any way to this Agreement or your use of the XADR App will be brought exclusively in the Federal or State courts located in the State of New York and you irrevocably agree to submit to the jurisdiction of such courts. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. To the maximum extent permitted by local law, any claim related to this Agreement must be filed within one year of the claimant first becoming aware of the claim. If it is not filed within that time, then the claim is permanently barred. This applies to you and your permitted successors and to Xerox and our successors and assigns.