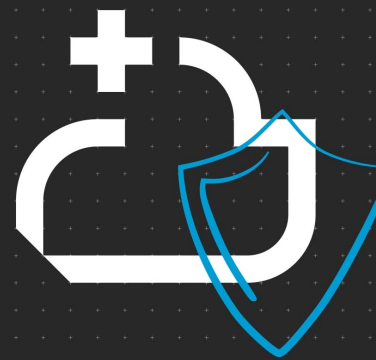


**Support Terms**

Kyocera Support Terms describe Kyocera's current offerings and support policies for its Kyocera Cloud Print & Scan cloud software service. Kyocera may modify and update these support terms at any time in its sole discretion without prior notice. Notwithstanding the foregoing, Kyocera agrees that there will be no material diminishment in the overall benefits provided to the End User at any time under these Support Terms during the subscription term (as set forth in customer's Order).

In the event of a conflict between these Support Terms and the End User License Agreement or the customer's commercial agreement (together as '**Agreements**') with Kyocera, the Agreements shall override only to the extent of such conflict.

Capitalised terms used in these Support Terms and not defined below take their meaning from the Agreements.

Subject to customer's payment of the applicable Charges and customer's compliance with the Agreements, Kyocera will provide the following Support Maintenance Services:

1. Updates or Upgrades made available to the End User from time to time at Kyocera's sole discretion. If and when provided, it will be at no additional charge to the End User. The End User must, at their own cost, download and install any Updates or Upgrades to the Software within a reasonable period.
2. If you or any of your End Users believe there is a defect in the Software, those employees should report it to your internal support desk personnel, and your internal support desk personnel should follow the support arrangements provided by Kyocera or Your Kyocera dealer.
3. Kyocera will use best efforts to provide a remedy or a workaround for any genuine defect in the Software that is reported to us in a timeframe that is reasonable, given the nature of the issue and the impact on your business operations.
4. Support channels:
  - a. Incidents and enquiries can be raised through the following support channels:
    - i. Telephone to helpdesk, see your local number on our website.
    - ii. Online enquiry form – through our website
    - iii. Support request via portal (if applicable)
5. Kyocera has no obligation to provide maintenance and support services for defects, which in our reasonable opinion, relate to any Software for which an Update or Upgrade as been made available but which has not been installed.
6. Kyocera has no obligation to provide maintenance and support services during a trial period.
7. Kyocera has no obligation to provide maintenance and support services if there has been any unauthorised adaptations, translations or derivative works made to the Software.
8. Kyocera has no obligation to provide maintenance and support services where faults arise from:
  - a. Misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by Kyocera);
  - b. Failure to maintain the necessary environmental conditions for use of the Software;
  - c. Use of the Software in combination with any equipment or software other than those authorised by Kyocera;

- d. Any breach of your obligations under your Agreement with Kyocera;
- e. Third party services or having a third party maintain the Software;
- f. Any issues resulting from computer desktop / mobile device hardware and software or company network related issues; or
- g. User error

**Update** means any bug fixes, patches or workarounds for the Software that have been produced primarily to overcome defects in the Software without significantly altering the functionality of the Software.

**Upgrade** means a version of the Software that has been produced primarily to extend, alter or improve the Software by providing additional functionality or performance enhancements (whether or not defects are also corrected).

**Incident** means unexpected failure or degradation in the quality of the Software which is reported to Kyocera by customer or End User.

#### **Escalations.**

For issues related to the support terms please contact your account manager.