

CONSENT TO REMOTE ACCESS SERVICES

This Consent to Remote Access (“**Consent**”) is provided as of the date [accepted/clicked] below by and between MS Printing Solutions S.R.L. (“**MS**”), an Italian limited liability company, and you, the “**Customer**”. MS and Customer shall individually be referred to as a “**Party**” and collectively as the “**Parties**”.

MS is a manufacturer of digital printing solutions, utilizes remote technologies to troubleshoot its customers’ technical problems, and offers remote technical support (“**Remote Support**”) in order to provide efficient solutions to technical problems faced by its customers. MS is in the business of providing Remote Support in order to provide faster service and less downtime for you the Customer, which will also allow MS to provide aftermarket support to you at a lower cost.

1. You agree that you shall make available to MS, Customer printer(s) for the purpose of facilitating Remote Support by MS.
2. MS printers are not designed to retain the contents of printed documents, and information relating to the printer’s operation is locally retained for a limited period of time as configured by Customer. Nevertheless, while MS is providing such Remote Support, MS may have access to confidential Customer information, which may include but is not limited to printer data, printer logs, printer configurations, information specific to Customer’s printer usage, specifications, engineering or technical data, production data, engineering and design information, information relating to Customer’s customers, data, usernames, login names, and passwords that can be saved on the printer(s) (the “**Customer Information**”).
3. Customer acknowledges and agrees that in order for MS to provide such Remote Support, MS will be required to access in “real time” such Customer Information that is available via such printer(s). Such Customer Information may be used by MS to, among other things, access Customer printer(s), remotely modify the configuration of such printer(s), and to otherwise troubleshoot such printer(s).
4. MS agrees and acknowledges that the Customer Information is confidential and proprietary information of the Customer, and shall hold such Customer Information in confidence and agrees not to make use of or disclose such information to any individual whether employee, subcontractor, or subcontractor employee, unless such individual has a need for such knowledge to perform Remote Support services, and shall not release or disclose it to any other party except in accordance with the applicable requirements of law.
5. Customer represents and warrants that no personal data of Customer or a Customer employee, representative, contractor, etc. will be accessible by MS via the printer(s). In the event personal data becomes accessible, Customer further represents and warrants that all notices are provided to Customer employees or other individuals as may be required under applicable law, if any, for the processing of such personal data by MS pursuant to the Remote Support services it provides.
6. Customer hereby acknowledges and agrees that, except to the extent caused by MS’s gross negligence or willful misconduct:

- A. MS is not and will not be held liable for any loss or damage to such printer(s) or Customer Information that results from or is related to the provision of such Remote Support by MS;
 - B. Customer accepts full responsibility and liability for any loss of or damage to such printer(s) and/or Customer Information;
 - C. Customer agrees to indemnify MS for any and all claims, suits, and causes of action related to such Remote Support provided by MS; and
 - D. MS will not be liable for lost profits, indirect, consequential, special, or other exemplary damages (collectively “Consequential Damages”).
7. Any dispute or claim arising out of or relating to this Consent or the breach thereof shall be finally settled by binding arbitration administered by the International Court of Arbitration (“ICC Court”) of the International Chamber of Commerce (“ICC”) in accordance with the ICC Rules of Arbitration (“ICC Rules”) then currently in effect. The arbitral tribunal shall consist of a sole arbitrator that shall be jointly nominated by the Parties. If the sole arbitrator is not agreed upon, that arbitrator shall be selected by the ICC Court in accordance with the ICC Rules. The place of arbitration shall be Milan, Italy. The language of the arbitration shall be English. The arbitral tribunal shall not have authority to award Consequential Damages and may only award damages that are measured by the aggrieved Party's actual damages. Furthermore, the arbitral tribunal may not make any ruling, finding or award that does not conform to the terms of this Consent. Either Party, before or during any arbitration, may apply to any court of competent jurisdiction for injunctive relief or other provisional remedy to protect its interests pending completion of the arbitration proceedings. Any award shall be final and binding on the Parties, and judgment may be entered on the award by any court of competent jurisdiction. Each Party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. Each Party will equally share all filing, administration and arbitrator fees. Customer agrees that any proceeding in arbitration will be conducted only on an individual basis and not in a class, consolidated, or representative action.
8. This Consent and any disputes related thereto shall be governed by the laws of Italy. The Parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.
9. This Consent may be executed and delivered by electronic transmission. Such execution and delivery shall be considered valid, binding and effective for all purposes, and the Parties agree not to contest the admissibility, validity or enforceability of an electronically stored copy of this consent and any other documents in any proceeding based on its electronic form.
- 10. By clicking to accept this Consent to Remote Access Services, I acknowledge that I have read and agree to this Consent to Remote Access Services.**