

CopystarCentral SMALL BUSINESS DEALER USER REGISTRATION FORM

KYOCERA Document Solutions America (KDA) will create and provide a single CopystarCentral user account to the dealer employee represented in this form (User). KDA will administer the access privileges of stated user. Each user is responsible for all computer costs and expenses, as well as Internet Service Provider charges incurred while accessing CopystarCentral and its internet applications.

There is no fee associated with membership at this time. However KDA reserves the right to periodically review and make cost adjustments including but not limited to imposing an annual fee. KDA will provide advance notification to you if this action becomes necessary.

The User is responsible for misuse or abuse of the CopystarCentral system and accepts full responsibility for all activities it conducts using KDA Internet applications.

All users must have a completed form on file with KDA. No support will be provided to an unregistered user.

The information requested herein must be provided to KDA before you are granted access to our online resources and training programs.

Please complete this CopystarCentral form along with the Small Business Dealer Registration Form and return using one of the methods listed at the bottom of this page.

Our support center will process your request and e-mail your user ID and password to the e-mail address you provide.

Administrative assistance can be obtained by calling Kyocera Support Center at 800-457-3001 Option 1.

PLEASE PRINT LEGIBLY
ACCOUNT#: 550058422 - SMALL BUSINESS DEALER

DEALER NAME

KDA DISTRIBUTOR NUMBER AND/OR NAME

FIRST NAME

LAST NAME

DEPARTMENT

E-MAIL ADDRESS

STREET ADDRESS

CITY

STATE

POSTAL CODE

PHONE NUMBER

FAX NUMBER

USER JOB CATEGORY

SALES MANAGER PRESIDENT SALES REPRESENTATIVE TECHNICAL MANAGER TECHNICIAN CFO OTHER

SIGNATURE

DATE

E-Mail:
DealerSupport@da.kyocera.com
Subject: SMALL BUSINESS DEALER
REGISTRATION

Fax:
973-882-6063
Attention: KDA Web Support Center

Mail:
KYOCERA Document Solutions America
Attention: KDA Web Support Center
225 Sand Road
Fairfield, NJ 07004

Small Business Dealer Registration

A dealer that purchases Copystar products (the "Products") from an Authorized Copystar Distributor may be registered as a Small Business Dealer with the Copystar Division of KYOCERA Document Solutions America, Inc. ("KYOCERA"). This will allow the registered dealer: a) to contact Copystar's Technical Diagnostic Center for assistance; and b) to receive e-training from Copystar's Learning Center. To complete the Small Business Dealer registration, the Copystar Distributor and the interested dealer must comply with the Technical Section of the Copystar's Small Business Dealer Policy and Procedure Manual, and the covenants contained herein.

The Small Business Dealer should obtain from the Authorized Copystar Distributor information and instructions on how to: a) receive assistance from Copystar's Technical Diagnostic Center; and b) use Copystar's Learning Center. In addition, Small Business Dealer must comply with all of Copystar's rules and procedures for these support centers as they may be modified from time to time.

Adequate Facilities and Place of Business. Small Business Dealer agrees to maintain its location as a suitable place of business to conduct its business provided that all costs and expenses incurred by the Small Business Dealer (including, but not limited to, all rentals, salaries, commissions, taxes, licenses, permit, telephone, promotional, advertising and traveling expenses) shall be paid by Small Business Dealer, and Small Business Dealer shall not be entitled to reimbursement from Copystar.

Service Requirements. Small Business Dealer shall only market and service the Products where it can provide prompt, professional, willing and courteous maintenance, repair and warranty service. The Small Business Dealer shall: (i) establish and maintain a qualified service staff trained for the Products; (ii) obtain for its maintenance personnel such training as its Distributor and/or as Copystar shall offer from time to time; (iii) maintain an adequate inventory of Copystar brand spare parts and supplies to perform its service obligations; (iv) not sell parts and supplies which do not work properly in the equipment or which fail to meet Copystar's specifications; (v) comply with and carry out the service requirements associated with preventative maintenance and warranty policies and procedures; (vi) carry out any special service requirements or programs for the Products which Copystar deems necessary; (vii) maintain accurate records of the service performed on the Products; and (viii) not alter or remove any serial numbers or labels, nor alter any copy/print counter found in the Products.



Ethics. Small Business Dealer shall maintain the highest ethical business standards and avoid and refrain from being involved in any activities, which may in any manner disparage the Copystar name, any of KYOCERA's marks, or the Copystar products. Further, in the conduct of its business, Small Business Dealer will comply with all federal, state and local laws, rules and regulations.

Small Business Dealer shall make no statement that contains representations with respect to the Products, which exceeds the specifications approved in writing by Copystar. Small Business Dealer shall not make any false, misleading or deceptive representations to anyone or engage in any unfair trade practices. Small Business Dealer shall be solely responsible for the actions of its personnel and its sales and service representatives. Small Business Dealer shall indemnify and hold KYOCERA harmless from any and all liability or damages that may result from a breach of the covenants contained herein.

Online Sales and Service Training. If Small Business Dealer uses online sales and service training offered on Copystar's Learning Center, then Small Business Dealer must comply with all of The Learning Center's rules, regulations and directions as modified from time to time.

Websites. If Small Business Dealer uses Copystar's dealer website then it shall comply with all "Terms of Use" and to any modifications made to such terms from time to time. If Small Business Dealer has a

website, Small Business Dealer shall comply with all provisions contained herein and as Copystar may issue from time to time related to advertising, trademarks, and the like, when displaying information related to Copystar or the Products on that site.

Trademarks. Small Business Dealer acknowledges the validity of the trademarks and other trade names affixed to the Products, and that such trademarks and trade names are exclusively owned by KYOCERA or its parent company. Small Business Dealer further acknowledges that considerable time and money have been expended to create the goodwill associated with the Copystar and KYOCERA trademarks and that such goodwill belongs to KYOCERA or its parent. Nothing contained herein shall give Small Business Dealer any interest or right in the trademarks or other trade names affixed to the Products except as is expressly granted herein. Small Business Dealer shall not use the composite KYOCERA logo or any of its elements: , **KYOCERA**, *mita* or . Small Business Dealer may use the Authorized Copystar Small Business Dealer logo as specifically authorized by Copystar from time to time.

Small Business Dealer may advertise that it is an “Authorized Copystar Small Business Dealer.” Small Business Dealer shall not use the Copystar trademark or any KYOCERA trademark as part of its corporate, trade, or other business name; or in any manner not approved or authorized by Copystar; or in any manner in which KYOCERA concludes in its sole judgment, is confusing or misleading, or reflects negatively on the quality or goodwill associated with the trademarks Copystar or KYOCERA. Small Business Dealer shall not alter or remove the Copystar trademark or any KYOCERA trademarks from any of the Products, or affix any other name or marks to the Copystar products.

Arbitration. Any controversy or claim arising out of, or relating to, the relationship between Copystar and Small Business Dealer shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The arbitration proceeding shall be conducted in Northern New Jersey or such other location as the parties agree, by an Arbitrator selected under the Rules of the American Arbitration Association. The costs of the arbitration shall be borne equally by Copystar and Small Business Dealer. The parties shall have the right to appeal any judgment based upon the Arbitrators' award, solely for erroneous findings of law, under the appellate rules of the state where the arbitration proceeding was held, as if the award was rendered by a state trial court of competent jurisdiction. The parties agree that the state appellate court, in the state where the Arbitrator issued the judgment/award, shall be the proper forum and venue to hear any such appeal.

Termination. The Small Business Dealer's registration may be terminated by Copystar or the Small Business Dealer upon 30 days prior notice to the other party, at any time, with or without cause and without liability, provided that in the event of a material breach by Small Business Dealer of the covenants contained herein, Copystar may terminate Small Business Dealer's registration effective immediately. Upon termination of Small Business Dealer's registration, Small Business Dealer at its expense, shall immediately discontinue the use of, and remove from its business locations, vehicles, stationery, advertisements, and the like, any Copystar trademarks authorized under this Small Business Dealer Registration Procedure.

(Name of Copystar Distributor)

(Name of Copystar Small Business Dealer)

(Signature and Date)

(Signature and Date)

(Printed Name and Title)

(Printed Name and Title)