

## SOFTWARE USER LICENCE AGREEMENT

**ATTENTION: PLEASE READ THIS DOCUMENT BEFORE CLICKING THE “YES” BUTTON BELOW.**

This document is an agreement between you, the end user of the software identified below (the “Software”), and CANON Inc., having its place of business at 30-2 Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501, Japan (“Canon”).

**Product Name:**

**iW360 Version 2.0, which contains the following software programs (“the Software”):**

- **iW Document Manager Workgroup Version 4.1, Server program (“Workgroup Server”)**
- **iW Document Manager Client for MEAP Version 1.3, Service Provider (“Service Provider”)**
- **iW Document Manager Gateway Version 4.1 (“Gateway”)**

**Trial Period:**

**Forty-five (45) days from your acceptance of this Agreement**

**BY CLICKING THE “YES” BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT INSTALL THIS SOFTWARE APPLICATION.**

**You agree to use the Software only in accordance with the terms and conditions set out below.**

**Ownership and Copyright:** All right(s), title(s) and interest(s) in the Software and its documentation is owned by Canon (or its third party suppliers or subsidiary or affiliated companies). Canon (or its third party suppliers or subsidiary or affiliated companies) shall at all times retain all copyright and other intellectual property rights in the Software and its documentation and all subsequent copies thereof regardless of form. Except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted by Canon to you for any intellectual property of Canon and its licensors. You shall not modify, remove or delete a copyright notice of Canon and/or its licensors contained in the Software or its documentation, including any copy thereof.

**Grant of license:** Canon grants you the personal, non-exclusive license to use (“use” as used herein shall include storing, loading, installing, accessing, executing or displaying) the Software in accordance with (a) to (d):

- (a) with respect to Workgroup Server, you may use such software program only on a single server computer, for use with “iW Document Manager Workgroup Version 4.1, Client program”
- (b) with respect to Service Provider, you may use such software program only on a single server computer, solely for controlling Service Provider on the multifunctional digital printing device with MEAP function connected via network;
- (c) with respect to Gateway, you may use such software program on a single server computer connected to the multifunctional digital printing devices via network;

(d) notwithstanding (a) and (c) above, during the Trial Period, you may use Workgroup Server and Gateway on multiple server computers;

and to use the user's manual of the Software only for use with the Software. You may (1) make one copy of the Software solely for a back-up purposes provided you obtained a License Certificate and (2) allow other users to use the Software, provided that you ensure that all such users shall abide by the terms of this Agreement and shall be subject to the restrictions and obligations borne by you hereunder.

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**Term and Termination:** This Agreement is effective upon your acceptance by clicking the "YES" button below and shall continue in effect (a) until expiry of the Trial Period, unless terminated earlier; and/or (b) if you obtained a License Certificate until terminated. You may terminate this Agreement by destroying the Software and its documentation including any and all copies. This Agreement may also be terminated if you fail to comply with any of its terms and conditions. Upon termination for whatever reason, in addition to Canon enforcing its respective legal rights, you shall immediately destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer in your possession, power or control.

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NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE CANON'S LIABILITY TO YOU FOR DAMAGES ARISING OUT OF DEATH OR BODILY INJURY OR FOR DAMAGES CAUSED BY CANON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR ARISING OUT OF BOOK 6, ARTICLES 185 TO 193, DUTCH CIVIL CODE (PRODUCT LIABILITY) OR BOOK 7, ARTICLES 1 TO 38, DUTCH CIVIL CODE (CONSUMER PURCHASES).

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**General:** This Agreement constitutes the entire agreement between you and Canon with respect to the Software and supersedes any prior oral or written representations, agreements or understandings with respect to the Software. Neither party shall have any remedy in respect of any statement made to it upon which it relied in entering into this Agreement (unless such statement was made fraudulently) and that party's only remedy shall be for breach of contract as provided for in this Agreement.

If at any time any part of this Agreement is found by a court of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect under the law of any jurisdiction that fact shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

The failure or delay of Canon in exercising any right, power or remedy under this Agreement shall not in any circumstance operate as a waiver of such right, power or remedy.

No variation to this Agreement shall be effective unless in writing and signed by an authorised representative of Canon.

**Third Party Beneficiary:** The provisions of this Agreement, in so far as it relates to Canon's third party suppliers, subsidiaries and/or affiliates, are directly enforceable by such Canon's third party suppliers, subsidiaries and/or affiliates.

**Law:** This Agreement shall be governed and interpreted in accordance with Dutch Law. All disputes between the parties which may arise from this Agreement will be resolved exclusively by the District Court of Amsterdam the Netherlands. Canon shall have, however, the sole right to waive this Section and to enforce this Agreement under the local law and/or jurisdiction of the user.

**ACKNOWLEDGMENT: BY CLICKING THE "YES" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT AND AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS.**