

### Information on the applicability of the General Terms and Conditions

These General Terms and Conditions shall apply to the contractual relationship between Canon (Switzerland) Ltd and the customer in the field of Business to Business / B2B. These General Terms and Conditions are included in an order confirmation or otherwise in the contract by means of an express reference. They shall be applied as follows to the agreed service components:

1. The **General Provisions (Section A)** of the Terms and Conditions shall apply to **all the service components**.  
2. In addition, the Special Provisions (Section B to J of the provisions) shall apply as follows in accordance with the service components agreed in the contract:

- Insofar as the parties have agreed the [purchase of hardware](#), the provisions in **Section B** shall apply
- Insofar as the parties have agreed the [purchase of other goods](#), in particular **consumables**, the provisions in **Section B** shall apply
- Insofar as the parties have agreed the [rental of hardware](#), the provisions in **Section C** shall apply
- Insofar as the parties have agreed [services for hardware](#), the provisions in **Section D** shall apply
- Insofar as the parties have agreed the [provision of software \(purchase or rental\)](#), the provisions in **Section E** shall apply
- Insofar as the parties have agreed [services for software](#), the provisions in **Section F** shall apply
- Insofar as the parties have agreed the [use of Cloud services](#), the provisions in **Section G** shall apply
- Insofar as the parties have agreed [Print as a Service](#), the provisions in **Section H** shall apply
- Insofar as the parties have agreed [consultancy services](#) or [training services](#), the provisions in **Section I** shall apply
- Insofar as the parties have agreed that Canon owes [the provision of a work product](#), the provisions in **Section J** shall apply

The provisions in Section B to J shall each apply as a supplement to the provisions in Section A. Insofar as the provisions in Section A contradict the provisions in Section B to J, the latter shall take precedence as special stipulations in each case.

### A. General Provisions

1. Scope of application
  - 1.1. These General Terms and Conditions are applicable to all business quotations and/or contracts (hereinafter referred to as Main Contracts) concluded between Canon (hereinafter referred to as "Canon") and its customers as well as all the relationships between these parties.
  - 1.2. The applicable order of precedence shall be as follows:
    1. Contract
    2. Appendices to the contract
    3. General Terms and Conditions
  - 1.3. If reference is made to the contract in these General Terms and Conditions, such references also refer to any appendices to the contract in each case.
  - 1.4. Any General Terms and Conditions of the customer are ruled out, even if they are referred to in a Purchase Order of the customer.
2. Conclusion of the contract, content of services, written form, credit assessment
  - 2.1. The quotations made by Canon are subject to confirmation, insofar as nothing to the contrary arises from the circumstances. The contract shall enter into force when the quotation or the contract is signed by the contracting parties or on the date mentioned in the contract.
  - 2.2. The services owed arise conclusively from the relevant contract signed by both parties including any appendices and supplements as well as from these General Terms and Conditions – insofar as nothing to the contrary has been agreed.
  - 2.3. All the agreements as well as any subsequent supplementary or different additional agreements require the written form to take effect. This also applies to the cancellation of this requirement for the written form. Digital signatures are sufficient for compliance with the written form.
  - 2.4. A contract is concluded subject to a positive credit assessment of the customer. Furthermore, Canon has the right to terminate the contract before the handover of the item purchased or rented if a serious deterioration in the financial position of the customer, the inability to pay or the opening of bankruptcy or composition proceedings emerge after the order has been placed by the customer and as a result the satisfaction of the claims of Canon is at risk.
3. Prices
  - 3.1. Unless stipulated otherwise in the contract or in these General Terms and Conditions, the standard prices of Canon at the time the contract was concluded shall apply. Prices stated by Canon are without any delivery, transport and installation costs and plus the relevant valid statutory value added tax. These costs shall be invoiced to the customer separately.
  - 3.2. Canon has the right to increase the remuneration within every year of the contract with a period of notice of three months, if the costs for the service components included in the remuneration rise. In the event of an increase in remuneration of more than 5% in a contract year, the customer has the right to terminate the contractual relationship with a period of notice of one month to the end of the notification period in writing.
  - 3.3. In the event of any additions and/or amendments to the administrative contractual agreements at the request of the customer, such as a change in invoicing frequency, Canon has the right to charge for any costs incurred as a result in

accordance with the current price list for administrative services ([General Terms and Conditions – Canon \(Switzerland\) Ltd](#)).

4. Payment conditions, compensation for early termination of the contract
  - 4.1. Without notification to the contrary by the customer, an invoice shall be deemed to have been accepted after the payment period of 30 days has elapsed. If the customer does not pay within the payment period, he shall be in default without further reminders. Default interest of 5% per annum on arrears shall become payable, in addition to the handling expenses incurred.
  - 4.2. In the event of default of payment on the part of the customer, any and all of Canon's receivables shall fall due; Canon shall be entitled to suspend provision of further services and set a 10-day grace period for the customer. If the extension period expires without results, Canon is entitled to terminate the contract without notice or withdraw from the contract and all other contracts, demanding the return of the devices that were handed over, with consequent costs at the expense of the customer.
  - 4.3. In the event of premature termination of the contract due to default of payment or possible withdrawal from the contract by Canon, and in the event of premature termination by the customer, the customer shall owe (i) a sum of 50% of the total service fee (incl. MPS service contract) or the agreed flat rate(s), up to the end of the fixed term or the extension of the contract, (ii) 100% of the annual software maintenance fee, in the event of software maintenance, and (iii) the total of the rental/leasing/SaaS-rates outstanding until the expiry of the fixed term or the extension of the contract. For volume-based service fees, the average volume of the 12 months before termination of the contract (or in instances of less than 12 months, the average volume for all months) shall represent the calculation basis for 50% of the service fees due (sub-item (i)) until expiry of the fixed term. Canon reserves the right to assert further claims for damages.
  - 4.4. In the event of pooling of devices, the total excess volume is invoiced for the agreed period. Any under-volumes will not be credited.
  - 4.5. The customer shall bear all the costs associated with the electronic transfer of sums of money.
  - 4.6. Canon has the right to offset payments by the customer or the payer named by the latter with the relevant latest outstanding claim, insofar as the payment instruction of the customer or the payer does not state anything to the contrary.
5. Deliveries, deadlines, self-delivery clause, default by Canon
  - 5.1. The delivery and services deadlines stem from the relevant contract. If nothing to the contrary has been agreed, the dates stated are "approximate dates" in each case. The final dates will be notified by Canon within an appropriate period of time.
  - 5.2. If a delivery of the devices has been agreed, the delivery shall be performed by Canon or by a third party appointed by Canon at the destination stipulated in the contract. Canon is entitled to make partial delivery of goods and services.
  - 5.3. All the service obligations of Canon are subject to self-delivery which is on time and correct. In the event of self-delivery which is not on time or correct for which it is not responsible and any other obstacles for which it is not responsible such as force majeure (e. g. natural disasters, unusual weather conditions, unrest, strike, lock-out, fire, pandemic, epidemic), Canon has the right to postpone the delivery or service by the duration of the obstacle caused as a result of the latter – without this being assessed as a default. In this case, Canon will provide information on this immediately and notify the expected new delivery date.
  - 5.4. Insofar as the implementation of the order proves impossible because of such events, Canon has the right to withdraw from the contract; insofar as Canon is not responsible for the impossible situation, Canon shall not be obliged to provide compensation as a consequence of the withdrawal.
  - 5.5. If Canon is in default with the delivery or installation of devices/software or with services for reasons for which Canon is responsible, the customer has the right to set Canon a period of grace of at least 30 days and to withdraw from the contract if this expires without success. All other legal remedies of the customer are ruled out, insofar as nothing to the contrary is specified in the contract. The scope of the liability of Canon in the event of a loss incurred by the customer as a result of the delay, shall be determined in accordance with Clause 12 below.
6. Installation of devices, operational readiness, defects
  - 6.1. Insofar as it has been agreed, Canon will connect hardware so it is ready for operation or install software so it is ready for use. The customer shall be responsible for providing the necessary installation equipment (e.g. electric cables or sockets for public or private communication networks) at his own expense.
  - 6.2. Any customer wishing to install devices himself must adhere to the installation instructions. Canon shall not accept liability for any damage to the device or for damage of any other nature which is caused culpably by the customer fault or by a failure to heed the installation instructions.
  - 6.3. Canon rules out any liability if the technical requirements of the customer differ at a later date from those agreed in the contract specifications, unless the parties have subsequently agreed the amended requirements in accordance with Clause 17 below. Canon rules out any liability if the devices, the software/solution or services do not correspond to the technical requirements of the customer, which are not expressly stipulated in the contract specifications.
  - 6.4. The customer assumes sole responsibility for the suitability of the devices or software/solution and configuration as well as the services for the requirements within the customer's company, unless there is a different agreement with Canon, which is stipulated in writing in the contract. Canon rules out any liability if the contract specifications (including, but not limited to the technical requirements of the customer) do not comply with the company-specific requirements of the customer.
7. Reservation of ownership, obligation to obtain insurance, labelling
  - 7.1. The customer is obliged to handle items under the reservation of ownership, or which are the property of Canon carefully

and store or erect them correctly. The customer is obliged to insure them at his own expense against any damage or destruction for which he is responsible, including the resulting economic loss. The customer already assigns all the claims arising from the insurance policy to Canon now. Canon has the right to request the presentation of evidence of the existence of the insurance cover at any time.

- 7.2. The customer must immediately inform Canon in writing regarding any damage and pledges or other interventions regarding the items owned by Canon or under reservation of ownership. In the event of the pledging or retention of an item owned by Canon, the customer must bear all the costs of replacement including the judicial costs, insofar as the latter cannot be collected from the third party.
- 7.3. The customer is obliged to grant Canon and its agents access to the items under reservation of ownership or owned by Canon for inspection purposes during normal business hours.
- 7.4. Labelling, in particular signs, series numbers, lettering, copyright notices or trademarks on items under reservation of ownership or owned by Canon as well as on data carriers must not be removed, changed or made unrecognisable.

#### 8. Obligations to collaborate and responsibilities of the customer

- 8.1. The customer must ensure within his area of responsibility that Canon can provide the contractual services on the dates notified. This applies in particular to the delivery of the hardware and software ordered in the rooms envisaged and, insofar as agreed separately, to the connection which is ready for operation or functional installation. Identifiable obstacles to performance or difficulties must be notified in advance to Canon with an appropriate period of notice. If the outlay of Canon increases owing to the failure to notify it, Canon can also request the additional expenditure incurred as a result.
- 8.2. Insofar as Canon provides services to the customer, the customer shall grant Canon remote access by means of telecommunication media to IT hardware and software for the purpose of analysing functionality, the diagnosis and rectification of faults as well as the installation of software updates and upgrades and make it possible in accordance with the requirements of Canon (remote diagnosis). The customer will provide and maintain the infrastructure necessary for this at his expense. If a customer does not wish to grant remote access and Canon has to be deployed on site for this, Canon retains the right to charge for these deployments separately.
- 8.3. The customer is responsible in particular for compliance with the obligations and responsibilities below:

##### (a) Connection/installation requirements

- Naming and providing the qualified staff necessary to support the required connection/installation works
- Ensuring access to the agreed delivery location and/or locations and to all equipment, employees, materials, premises and other facilities and resources that Canon reasonably requires to be able to fulfil its obligations under the relevant contract
- Ermöglichen eines Testlaufs bzw. des Ablaufs der Prüfprogramme zu den üblichen Betriebsbedingungen
- Facilitating a test run or the running of test programs under normal operating conditions and providing the computing times necessary for this
- Activation of port 80/443 for the individual IP addresses/MAC addresses on the internet as the e-maintenance communication of the system to the Canon host takes place directly via an encrypted SSL connection.
- Change the default passwords on delivery of the equipment and communicate the passwords to Canon for maintenance purposes.

##### (b) Operation

- Operation of hardware and software only by qualified staff, in particular staff who have been instructed or trained, compliance with the operational conditions as well as instructions from Canon
- Protection of hardware and software against damage and destruction, in particular the use of appropriate protective measures (e.g. anti-virus program or firewall) to protect against attacks and interventions by a third party
- Compliance with the requirements for the use of consumables (e.g., paper, ink, toner) as well as replacement and wear and tear parts
- Observing and complying with safety data sheets provided by the customer as well as disposal instructions for consumables.
- Permanent provision of e-maintenance communication and other software tools for the monitoring and management of the group of devices via which important device functions are controlled (e.g. CDCA (Canon Data Collection Agent) and immediate notification to Canon, if the connection cannot be maintained as envisaged for operational reasons.
- Device postponements or changes to the infrastructure, which have an adverse effect on connectivity, must be reported within 10 calendar days. Canon can invoice the expenditure to restore functionalities if this is not complied with.

##### (c) Software and data management

- Installation of the available software updates (in particular those relevant to security)
- The customer agrees in general (without this requiring consent in an individual case) to the installation – if applicable also remotely – of regular firmware updates by Canon, insofar as they are offered by Canon from a justified interest, in particular to remove security risks, if they are necessary and reasonable for the customer, in particular if they do not lead to any functional restrictions

- Regular maintenance of the storage media (e. g. removal of mass data)
- Ongoing data security, in particular before undertaking any service works which have been notified in order to minimise the risk of losing data.

(d) Services

- Naming a qualified contact and a deputy
- Immediate notification and detailed description of any faults using the appropriate documentation (error logs, etc.)
- Enabling the use and access to all the information, data, documentation, computing time, installation environment
- Facilitating any test runs required or the necessary running of test programs under normal operating conditions and providing the computing times required for this.

8.4. Unless agreed otherwise by the parties in the contract, the Customer also acknowledges his agreement with the following provisions:

- (a) The customer shall take all reasonable precautions to safeguard the customer environment and the products to minimise potential damage or disruption to his business routine;
- (b) The customer shall create and maintain backup copies of all files, data and/or programs (also prior to the contractual delivery of products or the provision of services by Canon), and he shall furthermore do so to the extent deemed necessary by the customer, at regular intervals and for the complete reconstruction of this material;
- (c) The customer shall implement and operate effective firewalls and virus-checking programs (including those for any e-mails that are sent by the customer, his employees, representatives or sub-contractors to Canon);
- (d) The customer shall implement and operate effective data security checks and access controls within the customer environment and the products;
- (e) The customer shall ensure that all individuals involved in the performance of his obligations are competent and adequately trained and/or instructed, and upon the request of Canon, shall appoint a contact person responsible for this matter;
- (f) The customer shall implement adequate disaster recovery plans for the restoration of data, including off-site storage and back-up facilities as and when necessary; and
- (g) The customer shall provide Canon with all the information necessary for it to perform its obligations in a timely and efficient manner.

9. Customer's undertakings

The customer is responsible,

- (a) for having provided Canon with all the information (insofar as legally permissible) relating to existing or previous issues which could reasonably be regarded as relevant to the performance of the contract by Canon. This shall apply in particular to information regarding issues relating to the deterioration of services, problems within the customer environment, relations with other providers, legal disputes, user problems or other problems related to the customer or the customer environment;
- (b) for the completeness and correctness in all major respects of all types of information, materials, data and documentation supplied by the customer or on his behalf to Canon;
- (c) for the compliance of the customer environment with all applicable laws, regulations and binding industrial standards; and
- (d) for having implemented all recommendations made by Canon concerning the devices and services (particularly guidelines for the use of consumables) to be supplied under the contract.

10. Intellectual property/know-how

- 10.1. Rights to intellectual property which were in existence prior to the conclusion of the contract between Canon and the customer shall remain unaffected by the conclusion of a contract between Canon and the customer, unless the contract stipulates otherwise.
- 10.2. Unless otherwise stipulated, all rights to intellectual property arising out of work carried out by Canon in performance of the contract shall belong exclusively to Canon or its licensors and sub-contractors. This shall also apply to all rights to intellectual property which continue to exist within and in conjunction with the contractual specifications or which result therefrom. The customer shall hereby assign any rights to the work results to Canon, and in the event of copyright the rights under Arts. 9-11 Copyright Act in particular. If this assignment cannot be executed, the customer shall grant Canon exclusive, global, irrevocable, unlimited, free of charge and sub-licensable right of use.
- 10.3. Canon is not subject to any restrictions regarding the exploitation and utilisation of identical or similar processes, ideas, concepts, methods, know-how, techniques, systems, products, services or other general knowledge which it has acquired in connection with the performance of its contractual obligations. The foregoing shall also apply to utilisation of the latter for other customers of Canon.
- 10.4. The customer warrants that apart from the intellectual property rights licensed to him in writing by Canon, he shall not exploit any other intellectual property rights which continue to exist in connection with the products or services or which

result therefrom, and not make them accessible to third parties without the prior written consent of Canon.

## 11. Warranty/compensation in connection with intellectual property rights

- 11.1. Canon shall warranty that the provision and use of the services provided by Canon in accordance with the contract does not infringe any rights of a third party in Switzerland.
- 11.2. Within the scope of the liability stipulated as per Clause 12 and subject to the conditions contained in this clause, Canon shall indemnify the customer in respect of losses incurred by the customer arising from or due to a claim or suit by any third party if, according to a legally effective ruling, it is established that the possession or use according to their purpose by the customer of the product delivered to the customer infringe any intellectual property rights belonging to a third party in Switzerland. The customer shall notify Canon immediately in writing if he becomes aware of any such claims or suits, and shall allow Canon at its option and cost to have sole conduct of any legal proceedings or settlement discussions relating to said claims and suits. The customer furthermore agrees to make no admissions or settlements without the prior written approval of Canon and to give Canon all the information and/or assistance as it may reasonably require, in return for payment of the expenses incurred in so doing.
- 11.3. If the customer ceases to use the services to reduce losses or for other compelling reasons, he is obliged to inform the third party of the fact that the cessation of use is not associated with any recognition of an infringement of an industrial property right.
- 11.4. Claims of the customer in accordance with Clause 11.2 are ruled out insofar as:
- (a) he is responsible for the breach of industrial property rights
  - (b) the breach of industrial property rights was caused by special requirements of the customer, through use not envisaged by Canon or by the fact that the delivery or service was changed by the customer or is deployed with services not provided by Canon.

Canon assumes no warranty and liability for any infringements of industrial property rights owing to hardware or software components of a third party incorporated in the object of the contract by the customer.

- 11.5. In the event that the appropriate use or possession of the devices by the customer infringes or, in the opinion of Canon, may be held to infringe any intellectual property rights belonging to a third party in Switzerland, Canon may at its discretion and expense, and without prejudice to Clause 12.2:
- (a) procure the right for the customer to continue using the object of the contract free from any liability for such an infringement;
  - (b) modify or replace the object of the contract so as to avoid the infringement; or
  - (c) terminate the contract immediately by written notice in respect of the affected object of the contract, and suitably reimburse the customer for the loss of use of the device in question up to the date of termination.

## 12. Liability

- 12.1. Canon's liability for culpably caused physical injury is unlimited. Liability for direct material and pecuniary damage which Canon has culpably caused during the performance of the contract is limited to the total of an annual fee or the purchase price (max. CHF 1 million) which the customer must pay under the corresponding contract. Each liability of Canon or its auxiliary agent for other or more extensive claims and losses, in particular claims for compensation of direct, indirect or consequential damages, lost profit, lost use, savings not achieved, shortfall in earnings, business or production – regardless of its legal basis – is expressly ruled out.
- 12.2. The customer shall be solely responsible for events, which arise from the use of the service by the customer, as well as for conclusions which are drawn from this use. Canon assumes no liability for any losses, which are caused through errors or omissions in information, instructions or scripts provided by Canon for the customer in connection with the services or for any actions, which were undertaken by Canon on the instruction of the customer.
- 12.3. Canon is liable neither for the loss (or damage) of any customer data, nor for any costs for the restoration of the latter, even if these losses or costs were identified as direct losses or if Canon was specifically made aware by the customer of the potential for such losses or costs.
- 12.4. Canon is not case liable under any circumstances for unlawful content of the data it stores or its misuse by the customer. This limitation of liability applies regardless of the legal basis of the liability. A more extensive compulsory statutory liability such as for gross negligence or unlawful intent remains reserved.
- 12.5. Canon shall be liable for the conduct of its auxiliaries and sub-contractors.

## 13. Confidentiality

- 13.1. Except as may be required by law and other conditions necessary for the dutiful performance of rights and obligations according to the contract, both parties undertake, for five years after its termination, to keep secret all information of a confidential nature relating to the other party which is obtained prior to or as a result of entering into or performing the contract, in particular information regarding business transactions, business methods or know-how, and financial or technical information.
- 13.2. The obligations stated in this Clause 13 shall not apply if it is confidential information, which:
- (a) becomes generally accessible to the public without any culpability of the receiving party or through the infringement of an obligation to maintain confidentiality by a third party;
  - (b) is already lawfully in the possession of the receiving party;
  - (c) must be disclosed in accordance with applicable laws, regulations, provisions or state orders; or

- (d) is or was disclosed to the receiving party directly or indirectly by a person, who is not obliged to maintain confidentiality towards the disclosing party.
- 13.3. The customer acknowledges that the confidentiality of the data concerning third party licensors is dealt with in the pertinent contractual regulations of the third-party licensor.
14. Data protection
- 14.1. Modern digital copiers create a digital copy of every document processed by the device and retain this copy for a long period of time. In terms of data within the meaning of the Data Protection Act (FADP), the customer, as the controller of these data packages, is subject to statutory obligations. The customer as user of the device is the statutory controller of the data packages and thus responsible for compliance with data protection legislation. As the controller of the data packages, the customer is responsible for informing and instructing all users and parties (system administrators, etc.) on the data protection aspects associated with the multifunctional Canon system. The customer shall indemnify Canon in this respect, including vis-à-vis third parties and shall hold Canon harmless.
- 14.2. Canon is entitled to use remote access to collect the operating data recorded by the contractual object when this data is unconnected to an individual (e.g. software status, ink usage, operating temperature, usability or operational performance) and to save, analyse and use it without constraints for its own business purposes, while maintaining confidentiality.
- 14.3. Canon expressly notes that names, professional titles, business addresses, business telephone numbers and business fax numbers and e-mail addresses of employees of the customer (key data), as made accessible by the customer, may be collected, processed and used by Canon, provided that and insofar as this is necessary and required for implementation of pre-contractual measures or the establishment, implementation or termination of the contractual relationship. Canon shall make the above contact details accessible to other EU-based Canon companies and third parties involved in the contractual relationship in question, to the extent necessary for the provision of the services that form the subject of the contract (e.g. shipping or customer service). Canon companies in the above sense are companies affiliated with Canon Inc., headquartered in Tokyo, Japan. Further information on data protection can be found under the following link: <https://de.canon.ch/privacy/privacy-notice/>
- 14.4. Under the statutory prerequisites, on request, Canon will share information about the relevant stored personal data with the customer and its employees, free of charge. The customer and its employees concerned have the statutory right to request the rectification, erasure, limitation of processing or transmission to a third party of the personal data in question.
- 14.5. In particular, the customer is obliged to inform Canon whether and to what extent Canon has access to and processes personal data within the meaning of FADP (including GDPR). In this case, the customer is obliged to contractually regulate the legality of the processing or transfer of data within a separate agreement with Canon.
- 14.6. On the return or disposal of systems or devices, the customer is obliged to delete any data stored, unless otherwise contractually regulated. If Canon contractually undertakes to delete the data, the customer shall recognise that the devices are passed on to third parties as part of the process of deletion and subsequent disposal or reuse, and that the deleted data could be reproduced by third parties, albeit with considerable effort.
- 14.7. The customer acknowledges that the data protection relationship towards third parties, in particular to third party licensors, is determined according to the contractual regulations of the third party. Canon is not responsible for this and rejects all liability in this connection.
- 14.8. If Canon is considered a processor within the scope of the contractual relationship in accordance with Art. 9 FADP, the General Terms and Conditions for Order Processing (GTC OP) apply. These can be accessed under the following link: <https://de.canon.ch/agb/>
- 14.9. The responsible body for all questions relating to data protection or exercise of the above rights is Canon (Switzerland) Ltd, Richtistrasse 9, 8304 Wallisellen.
15. Additional services
- 15.1. The services of Canon are conclusively regulated in the contract, the appendices to the contract, and in these General Terms and Conditions. The customer shall be responsible for executing all work which is not expressly assigned to Canon.
- 15.2. Canon shall perform additional services which the customer has entrusted to Canon at the currently applicable standard conditions and rates (rates for hours worked and material costs). The contracts to be concluded in this connection shall also be subject to these General Terms and Conditions.
16. Change procedure
- 16.1. Both parties may at any time request a change in the contractual specifications, which they shall send to the other party in the form of a written and detailed application.
- 16.2. As soon as is practicable after the receipt of such a written application, Canon shall inform the customer about the effects of such a change on the project, the prices and the deadlines, and in particular of all details regarding the modification of the contractual specifications, and shall communicate to him a timetable for implementation of the change and all other relevant information needed in order for Canon to implement the change.
- 16.3. Canon shall make the same information available to the customer in cases where Canon initiates the change.
- 16.4. A change to any part of a service to be performed under the contract shall only be valid if it is agreed in writing by adjusting the relevant contractual specification. Until the written adjustment to the contractual specifications has been completed, the services to be performed under the contract by Canon shall remain unchanged.
- 16.5. In the case of changes suggested by the customer, Canon is entitled to invoice the analysis, compilation and/or initiation of a modification requested by the customer on the basis of the currently applicable standard conditions and rates (rates for hours worked and material costs) of Canon.

17. Escalation procedure for projects
- 17.1. Both parties are obliged to draw the other party's attention to all circumstances which impede, endanger or render impossible the performance of the contractually agreed services.
- 17.2. The parties agree to deal with variances from the agreed project sequence, differences of opinion and cases of non-adherence to the contractual regulations within the regulated framework.
- 17.3. If one party is unable to keep to a milestone or another deadline set by the parties and classified as important or is unable to conform to the quality of an agreed service or to perform the latter, the other party must immediately give written notification of the non-compliance to the party deviating from the contract. The following procedure shall then be applied:
- 17.4. The parties shall immediately meet and agree on a plan of action aimed at making it possible to keep to or attain the quality, the next milestones and deadlines that have been stipulated. An agreement of this sort shall only become binding on the parties when it has been signed by the respective project supervisors. If it is necessary to use additional resources or further services in order to implement the plan of action, the costs incurred for this purpose shall be paid by the party which has deviated from the contract. If the parties are unable to agree on a plan of action within a period of seven calendar days from the first meeting on this subject, the party deviating from the contract must work off the backlogs or ensure the contractually agreed quality within a period of 14 calendar days. If the backlogs have not been worked off within the subsequent period set and if the parties are unable to agree on a plan of action, the party deviating from the contract shall again be set a period of 10 calendar days to eliminate the backlogs. If this period expires without result, the party which has not deviated from the contract shall have the right to withdraw from the latter, insofar as this concerns a major contractual deviation or the deviation concerns a substantial restriction for the future fulfilment of the contract.
- 17.5. The foregoing is without prejudice to the warranty provisions as per the contract.
18. Offsetting provisions
- Offsetting of any claims on the part of the customer against claims on the part of Canon requires the prior written consent of Canon.
19. Agents and sub-contractors
- The customer agrees that Canon can call on agents and sub-contractors in order to perform the contractual obligations.
20. Transfer to third parties
- In the event of a reorganisation which is necessary for business purposes, or for other material reasons, Canon reserves the right to transfer the entire contractual relationship entered into with the customer or any parts thereof to a third party.
21. Third-party products supplied by Canon
- For products of third parties, which Canon delivers, or which are otherwise offered by Canon, the contractual terms of the contract with the third party apply. Warranty or liability claims concerning products from third parties, can be asserted only to the corresponding third party. Any warranty and liability of Canon in connection with such products is ruled out.
22. Cession
- 22.1. The assignment of claims of the customer requires the prior written consent of Canon to take effect.
- 22.2. Canon is entitled to transfer its rights and obligations under this contract or parts thereof to a company in the Canon group or to an accredited Canon partner. The customer will be informed accordingly.
23. Applicable law
- The legal relationship between Canon and the customer is subject to substantive Swiss law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (SR 0.221.211.1) is ruled out.
24. Place of jurisdiction
- The sole place of jurisdiction shall be the location of the registered office of Canon. Canon may however prosecute the customer at his domicile or place of business or before any other competent court.
25. Export
- The customer is aware that the export of the objects of the contract may be permitted only after obtaining a special licence owing to the statutory provisions.

## **B. Purchase of hardware**

1. Object of the service
- The properties and scope of services of the item being purchased arises from the contract and the relevant product description as well as supplementarily from the operating instructions, unless something to the contrary has been agreed. If the delivery of the hardware includes software which is absolutely necessary for its operation, the customer has the right to use this with the hardware which is the object of the contract in accordance with the provisions of Section E II Clause 3. The other software products shall be provided on the basis of separate contracts. In accordance with the contract, Canon shall also provide the one-off services stated for the item being purchased.

2. Transfer of risk, shipping
  - 2.1. Deliveries shall be made CIP, as per Incoterms 2020 to a place of receipt in Switzerland named by the customer. Spare part deliveries shall be made freight forward at the expense of the customer, insofar as no liability for defects exists. The customer shall ensure that his warehouse is suitable to accept all deliveries, regardless of whether they are in the form of loose cartons or deliveries on pallets.
  - 2.2. International lorry deliveries shall be made in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR; SR 0.741.611) and the corresponding consignment note. National lorry deliveries shall take place on the basis of the local freight document, insofar as this is required.
  - 2.3. Special costs, which are incurred through special types of transport such as cranes, forklift trucks and work on the item being purchased owing to special building circumstances at the customer's premises, shall be borne by the latter.
  - 2.4. If the customer would like Canon to provide intermediate storage for ordered devices (in the warehouse of the commissioned transport company), this shall be done entirely at the customer's expense.
3. Reservation of ownership
  - 3.1. Canon shall retain ownership of all the goods supplied until all the payments owed by the customer have been received. The customer has the right to process and dispose of the good during the normal course of business until he enters into payment arrears. Pledges and ownership by way of security are not permitted. The customer is obliged to cooperate in the entry of the reservation of ownership.
  - 3.2. The customer must immediately inform Canon of any compulsory execution measures by a third party concerning the goods delivered under reservation of ownership and provide all the information necessary to assert the rights of Canon as well as hand over the documentation necessary for this. The customer shall bear all the costs necessary to defend against and cancel the execution measures, unless they can be obtained from the third party.
4. Delivery without installation: Obligation to inspect, notice of defects and claims arising from defects
  - 4.1. A customer who installs the devices himself must test them immediately on delivery, in any case within 24 hours, for any visible transport damage. If such damage exists, the customer can refuse acceptance or submit a written complaint about the defect within 48 hours. At the end of this period, the devices shall be regarded as having been approved by the customer in relation to visible transport damage.
  - 4.2. The customer shall put the goods which have been delivered into operation as soon as is doable under the normal course of business, however, in any case within 48 hours after delivery. If the device cannot be put into operation or if there is evidence of serious defects during its initial use in relation to the hardware or the pre-installed software or company ware, which make normal business operations impossible, the customer shall report this to Canon in writing within five working days as of delivery. After the expiry of this period, the object of the purchase is deemed to have been approved as being free of defects by the customer.
  - 4.3. If hidden defects are discovered on the object being purchased after the expiry of the above-mentioned deadlines, they must be notified in writing during the warranty period in accordance with Clause 7 below no later than five working days after they were identified. Otherwise, all claims and rights arising from the warranty for hidden defects will lapse.
  - 4.4. In the event of a defect on delivery of the devices which has been notified within the deadline, the customer has the exclusive right to free rectification of the defect, whereby Canon will decide whether the defective part of the device must be repaired or replaced. The assertion of additional claims - in particular also a claim for a replacement or compensation - is ruled out, insofar as this is permissible by law.
  - 4.5. If there is only a minor reduction in serviceability of use as per the contract, no claims exist for defects in the contractual service.
5. Delivery with installation: Test, notice of defects and claims arising from defects
  - 5.1. Insofar as this has been agreed, Canon will connect the hardware so it is ready for operation. Evidence shall be provided of readiness for operation or functionality through fault-free running of the test programs or a test run.
  - 5.2. If defects become visible as a result of the test run, Canon shall repair or replace the defective device at its own discretion and its own expense and within an appropriate period of time (including, but not limited to the replacement of the device with a device with equivalent performance or functionality).
  - 5.3. Should the respective device still have defects after the repair, the customer or Canon have right to withdraw from the contract. If the defect for which Canon is responsible concerns partial performance, the customer can withdraw from the entire contract only if the remaining performance is no longer of benefit for the prescribed use. The assertion of additional claims - in particular also a claim for a reduction or compensation - is ruled out, insofar as this is permissible by law.
  - 5.4. If hidden defects occur with regard to the object being purchased after the test run, they must be notified in writing during the warranty period in accordance with Clause 7 below no later than five working days after they were identified. Otherwise, all claims and rights arising from the warranty for hidden defects shall lapse.
  - 5.5. In the event of a defect which has been notified within the deadline, the customer has the exclusive right to free rectification of the defect, whereby Canon will decide whether the defective part of the device must be repaired or replaced. The assertion of additional claims - in particular also a claim for a replacement or compensation - is ruled out, insofar as this is permissible by law.
  - 5.6. If there is only a minor reduction in serviceability of use as per the contract, no claims exist for defects in the contractual service.



## 6. Exclusion of warranty

### 6.1. The scope of the warranty does not include the following in particular:

- Rectification of defects following the use of consumables or replacement parts which are not of perfect quality
- Damage as a result of incorrect operation, natural hazards and the consequences of power cuts
- Replacement of wearing parts and consumables as well as the rectification of faults owing to worn out wearing parts
- Flat-rate travel allowances at the relevant valid flat-rate price

Any warranty obligation on the part of Canon shall then lapse if:

- the defect is due to causes which lie beyond the influence of Canon;
- the defect is due to the use of products which are not included in the contractual specifications;
- the defect is due to the customer's unauthorised modifications to the customer environment which was contractually agreed or was present at the time of installation.

### 6.2. All claims for defects are ruled out for used devices.

## 7. Warranty period

### 7.1. The time limit for the warranty for hardware is twelve months and begins on the date of dispatch to the customer or a successful test run.

### 7.2. If Canon replaces parts as part of the warranty, the replacement parts shall come under the original warranty period. Parts replaced as part of the warranty shall become the property of Canon.

## 8. Hire purchase agreement (Leasing contract)

Insofar as a hire purchase agreement or leasing contract has been concluded, the customer shall acquire ownership of the device at the end of the fixed contract term and after full payment of all the leasing instalments.

The devices shall be insured against the usual risks by Canon at its expense until the transfer of ownership, in particular against fire, water damage and theft. The customer is liable for all the risks not covered by the insurance policy. The devices are permitted to be exported abroad before the transfer of ownership only with the express consent of Canon.

## C. Rental of hardware

### 1. Object of the service, term, transfer of use

#### 1.1. Canon is renting out the hardware (rented item) agreed in the contract to the customer for the contractual term specified in the latter.

#### 1.2. The properties, scope, conditions of use and system environment of the rented item arise from the product description, the operating instructions or the documentation, and namely in this order of priority.

#### 1.3. Insofar as the installation of the rented item is not agreed separately, the handover will include instructions for installation. The operating instructions (user documentation or online support) and the installation instructions can be provided to the customer electronically at the discretion of Canon.

#### 1.4. The operational or functional readiness of the rented item shall be maintained by Canon during the term of the contract in accordance with the provisions for services for hardware (Section D) providing that Canon is liable for rectification of the faults which occur. The provisions in Section D Clause 1, 2 and 5 shall apply accordingly to this as well as to other services. The provisions in Section H apply to claims for defects and/or compensation by the customer in connection with the services (including Special services within the meaning of Section D Clause 5).

#### 1.5. Canon is not obliged to provide new systems as part of the rental contract. The rented item can be replaced by Canon with a hardware system of an equivalent or higher quality for system-based or technical maintenance reasons.

#### 1.6. Canon shall supply the rented item in return for separate remuneration to the installation site stated in the contract and shall make it available to the customer for use in accordance with the contract. More extensive services such as network connection, analysis, planning and any training and consultancy services associated with the latter shall be agreed and remunerated separately and shall be guided by Section D Clause 5.

#### 1.7. Special costs, which are incurred through special types of transport such as cranes, forklift trucks and work on the item being purchased owing to special building circumstances at the customer's premises, shall be borne by the customer.

#### 1.8. If the customer would like Canon to provide intermediate storage for rented devices (in the warehouse of the commissioned transport company), this shall be done entirely at the customer's expense.

### 2. Change of the installation site

#### 2.1. A change of the installation site for the rented item requires the prior written consent of Canon, which cannot refuse unreasonably. There will be charge for any invoice redrafting resulting from the latter if the new address is notified too late and this will be invoiced in accordance with the cost rate of the most recently valid price list for administrative services.

#### 2.2. A move to a different installation site of the rented item must be undertaken only by qualified specialist staff. Canon is prepared to convert the rented item in return for separate remuneration. Any costs incurred for installation, maintenance and instruction owing to a change in the environment or site shall be invoiced separately to the customer. Canon refuses any liability for losses and in particular disruption to functionality which are the result of the changes to the hardware or software environment, changes to the device or relocations of the devices by the customer. The customer undertakes any change to the device or its environment at his own risk.

### 3. Payment of the rental charge

#### 3.1. Unless there is an agreement to the contrary, the agreed monthly remuneration independent of usage is due and must be paid every quarter in advance in each case on the first working day of the quarter. If the contract does not start with

the quarter, a pro rata payment is due immediately at the start of the contract for this quarter.

- 3.2. Canon has the right to charge a separate processing fee for the administrative expenses which are incurred by the special services that do not form part of the contract. Special services not agreed in the contract include for example all the changes to invoicing and/or the administrative core data of the contract (changes of name, changes to the installations address at the same site, changes to order numbers, drafting of additional texts, assumption of the contract with all the rights and obligations by a third party, and other customer-specific requirements).
4. Defects regarding the rented item
  - 4.1. Canon undertakes to maintain the rented item in a condition for use in accordance with the contract for the rental term.
  - 4.2. If defects arise on the rented device during the term of the contract, then the scope of the obligation to rectify defects of Canon will depend on the service agreement concluded at the same time between the customer and Canon. If the customer does not conclude a service agreement, there is no obligation on the part of Canon to rectify the defect free of charge. Any claims of the customer to reduce the rental charge and compensation shall be explicitly excluded, insofar as this is permissible in law.
5. Termination, extension of term
  - 5.1. The rental agreement can be duly terminated with a period of notice of 12 weeks to the end of the agreed contract term. If there is no notice of termination, the contract term shall be extended by 12 months in each case (extension period) and can be duly terminated with a period of notice of 12 weeks to the end of every extension period.
  - 5.2. In addition, Canon can terminate the contractual relationship with a period of notice of 12 weeks if the service object has reached or exceeded the maximum usage volume (end of life) stipulated in the contract or if Canon can repair the service object only with a disproportionate outlay owing to the high level of wear and tear caused by its use. In these cases, Canon will offer the conclusion of an agreement on the provision of Special Services within the meaning of Section D Clause 5.
  - 5.3. Partial terminations (in relation to individual rented items or parts of the latter) by the customer are not permitted.
  - 5.4. Canon can terminate the rental agreement if the customer uses the rented item contrary to the contract and in particular circumvents measures to protect it against unauthorised use. In principle, Canon must set the customer an appropriate grace period for remedial action beforehand. The entitlement of Canon to remuneration for use beyond the agreed usage remains unaffected.
  - 5.5. The termination of the customer's business, disposal, transmission to a third party in another manner or shutting down devices neither gives the customer the right to extraordinary termination nor leads to the end of the contract.
  - 5.6. The contractual relationship can also be terminated with immediate effect for good cause, subject to the statutory notice period. Good cause includes:
    - a) Liquidation or other dissolution of a contracting party
    - b) legally binding opening of bankruptcy or (provisional) debt restructuring proceedings.
6. Sub-letting

The customer can sublet the devices only after obtaining the prior written consent of Canon.
7. Return of the rented item
  - 7.1. After the end of the rental agreement, the rented item shall be returned to Canon at its business premises in a condition corresponding to usage in accordance with the contract with all the accessories (documentation, data carriers etc.) as well as spare parts. The customer can be invoiced for any missing accessories. The prior backup, removal and non-restorable deletion of all the data and software of a third party installed on the rented items is the responsibility of the customer. The dismantling and return transport must be undertaken by qualified staff to avoid damage. If there is a corresponding agreement, Canon shall be responsible for the data deletion, dismantling and return transport at a separate charge.
  - 7.2. If the customer does not return the rented item after the end of the rental agreement despite a request by Canon as specified in Clause 7.1, Canon is entitled to the rent agreed in the contract for the duration of the retention as compensation.
8. Obligation of the customer to collaborate
  - 8.1. The customer undertakes to use and maintain the devices under reservation of ownership or which are the property of Canon exclusively in accordance with the contract or appropriately.
  - 8.2. The customer is responsible for the normal cleaning required as maintenance. The customer must also ensure that the consumables are replaced when needed. When doing so, the customer must use only the appropriate consumable or replacement part for the device. Any direct and indirect losses arising in connection with these works shall be borne by the customer.
  - 8.3. The customer must immediately notify Canon of any damage caused to the device.
  - 8.4. The customer must notify Canon in writing of any intended changes to the agreed conditions of use or system environment.
  - 8.5. The customer must also inform Canon immediately in text form of faults arising in his area of responsibility (e.g. the network operator, access providers) with effects on the services of Canon as well as their expected duration. If the outlay of Canon increases owing to such a fault or owing to the failure to notify the latter, Canon can request the additional expenditure incurred as a result.

- 8.6. The customer must transmit the information required for appropriate payment such as counter readings correctly. He will ensure the appropriate use and professional operation by sufficiently qualified staff. The customer will follow Canon's instructions for maintenance, care and use, in particular the instruction manual provided and the information contained in the documentation to the extent of what is reasonable for him.
- 8.7. The customer will provide free access to the employees and agents of Canon to the rented item during normal office hours, in particular to satisfy the contractual obligations, insofar as no justified security interests of the customer stand in the way of the latter.
- 8.8. The customer must immediately inform Canon if a seizure of the rented item is threatened (e.g. in connection with compulsory execution proceedings) and the execution authorities refer to the ownership of Canon regarding the rented item. The customer expressly agrees that Canon has the right to inform any tenants of the premises in which the rented item is installed as well as a third party about its ownership of the rented item.

#### **D. Services for hardware**

- 1. Object of the service, content and scope of the services
  - 1.1. The services of Canon include the repair, i.e. the rectification of any faults which occur, regarding the hardware mentioned in the contract as well as the maintenance, i.e. undertaking all the measures necessary to maintain operational readiness - if there is a separate agreement - at the site agreed in the contract.
  - 1.2. The services shall be provided at the request of the customer, unless agreed otherwise. They can be provided by Canon or a third party authorised by Canon.
  - 1.3. The diagnosis and rectification of faults shall primarily take place on the telephone. If the fault cannot be rectified in this way, Canon shall rectify the fault - insofar as this is possible - through remote diagnosis or if applicable on site at the installation site mentioned in the contract.
  - 1.4. As part of the contractually owed services and the agreed remuneration, Canon will decide at its discretion about the installation of new or reconditioned replacement or wearing parts.
  - 1.5. A major change to the hardware or software configuration and installation, as well as the installation site of the service object must be notified to Canon in text form at the address stated in the contract. Canon is obliged to continue providing the services only if Canon has agreed to the change of the installation site or the change of the hardware or software configuration or installation. Canon will refuse its consent only for a materially justified reason.
  - 1.6. Insofar as remote diagnosis has been agreed, the customer is obliged to establish and operate the communication connection specified by Canon at its expense. In addition, Canon shall be given secure remote access to the hardware installed in the system environment of the customer on request as well as the software integrated there.
- 2. Remuneration of services, cost reimbursement
  - 2.1. Where no agreement to the contrary exists, the agreed monthly remuneration for the services shall fall due annually in advance, on commencement of the contract and be payable within 10 working days as of the start of the contract.
  - 2.2. All the spare and wearing parts necessary to carry out the services shall be settled through the remuneration for the services to be paid by the customer, unless the relevant spare or wearing part is to be paid for separately in accordance with the contractual agreement.
  - 2.3. The customer is liable for costs or expenses (in particular increased transport, travel, labour and material costs), which arise for Canon as a result of inappropriate implementation or a change to the installation site and must reimburse Canon.
  - 2.4. The costs for consumables (e.g. paper, ink and toner) of the customer which are consumed during the use of a service shall not be reimbursed by Canon.
  - 2.5. Special services within the meaning of Clause 5 below shall be invoiced separately.
- 3. Offsetting and forfeiture of inclusive volumes
  - 3.1. The usage-dependent remuneration components ("clicks") are agreed in the relevant contract. Clicks for various print applications (e.g. black/white and colour, paper formats) will be counted and calculated separately. Offsetting between the various print applications and/or paper formats is ruled out.
  - 3.2. Insofar as nothing to the contrary has been agreed, the customer is obliged to notify Canon in each case on the fifth working day of every month of the counter readings for the previous month. If e-maintenance has been installed, the notification of the counter readings is made automatically, otherwise manually. The obligation to provide counter readings is a major contractual obligation. Canon will compile the relevant page statements in accordance with the counter reading report.
  - 3.3. If the full counter reading report per system (all the counters) is not provided within the deadline by the customer, Canon has the right to either read the counters at the expense of the customer in the latter's business premises or the remuneration owed to Canon will be determined on the basis of an estimate of the pages produced within the statement period. The estimate will be guided by the pages produced by the customer up to this point and the previously reported or read counter readings, insofar as a statistically relevant number of counter readings is available. As long as there is a sufficient number of reported or read counters for an estimate, the estimate will be made on the basis of the average usage per model group.
  - 3.4. If the remuneration for one or more statement periods has been determined on the basis of this estimate, the customer can request a statement in accordance with the actual number of pages produced for the first time again for those statement periods for whose end he has provided all the counter readings in full in accordance with the reporting procedure stipulated in the contract. The right of Canon to make arrangements for the counter readings to be taken or

estimated and the statement in accordance with actual usage on the basis of this determination is unaffected by this.

- 3.5. If the customer gives instructions for an expansion of the scope of services after the conclusion of the contract, Canon has the right to adjust the agreed monthly remuneration independent of usage in accordance with the standards prices valid at Canon.
- 3.6. Canon can request the adjustment of the remuneration from the customer if the circumstances on which the remuneration stipulations were based at the conclusion of the contract, in particular the way of working of the customer, the usage behaviour or the scope of use, subsequently change to such an extent that the relationship between the service and counter-performance is adversely affected.
- 3.7. If the inclusive volume was agreed when the contract was concluded, only the relevant device may be used by the customer in each case - subject to the provisions in Clause 3.5. The unused "clicks" included during the agreed statement period in each case cannot be carried forward to future statement periods; they will lapse without compensation at the end of the statement period. Monetary compensation for unused inclusive volumes is ruled out.
- 3.8. With a corresponding agreement, the customer has the right to offset the inclusive volume for the various devices covered by the latter ("pool contract"). A condition for this is identical remuneration for the usage-dependent remuneration as well as an identical statement period. The forfeiture stipulation in Clause 3.7 shall apply accordingly. The opportunity for offsetting finishes at the end of the pool contract and any inclusive volumes which have not been used up to that time will lapse; Clause 3.7 Sentence 3 applies accordingly.
4. Termination, extension of term
  - 4.1. The service contract can be duly terminated for the first time with a period of notice of three months to the end of the term specified in the service certificate. If notice is not given to terminate the service contract, it shall be extended by 12 months ("extension period") and can in turn be duly terminated with a period of notice of three months to the end of the relevant extension period.
  - 4.2. In addition, Canon can terminate the contractual relationship with a period of notice of three months if the service object has reached or exceeded the maximum usage volume (end of life) stipulated in the contract or if Canon can repair the service object only with a disproportionate outlay owing to the high level of wear and tear caused by its use. In these cases, Canon shall offer the conclusion of an agreement on the provision of Special Services within the meaning of Clause 5.
  - 4.3. The contractual relationship can also be terminated with immediate effect for good cause, subject to the statutory notice period. Good cause includes:
    - a) Liquidation or other dissolution of a contract party
    - b) legally binding opening of bankruptcy or (provisional) debt restructuring proceedings
    - c) material breaches of contract that are not remedied within 20 working days despite a written reminder.
  - 4.4. The termination of the customer's business, disposal, transmission to a third party in another manner or shutting down service objects neither gives the customer the right to extraordinary termination nor leads to the end of the contract.
  - 4.5. Every termination requires the written form to take effect.
5. Special services
  - 5.1. Services, which become necessary - e.g. outside the framework specified in the relevant contract, in particular outside the periods mentioned in the contract, - which the customer must undertake himself in accordance with the contractual agreements, - owing to incorrect operation or handling, incorrect operation of the hardware, in particular the use of consumables, spare or wearing parts, software not approved by Canon, connection to unsuitable devices, interventions by a third party (e.g. through viruses, hackers) or force majeure, (accident, water, fire, lightning, excess voltage, short circuit damage) - concern the delivery of spare and wearing parts which are to be remunerated separately in accordance with the contractual agreement or - concern the installation of device-related system software are "Special services", which are provided in accordance with a separate instruction and remuneration.
  - 5.2. Special services and the spare and wearing parts required for the latter shall be invoiced by Canon in accordance with the relevant valid price lists. Work services will be charged according to the time taken. Started half hours will be rounded up to full half hours. Waiting times at the customer's premises for which Canon is not responsible are counted as working hours. Travel and journey times will be charged as working hours on a pro rata basis. Expenses (overnight accommodation, travel costs etc.) will be charged according to outlay.
6. Rights arising from product defects

In the event of defects as part of services, the provisions in Section H shall apply.

Failure to comply with service levels with time specifications does not fall under the provisions of default. The remaining contractual regulations apply (in particular warranty).
7. Special provisions for consumables
  - 7.1. Insofar as the parties have agreed the continuous supply to the customer of consumables for a certain hardware, Canon owes exclusively the supply of such consumables which are mentioned in the relevant contract. The scope of supply owed is determined in accordance with the normal average consumption of a system of the agreed type during use for the contractually agreed purpose (normal average use). If toner-based consumables are being supplied, the normal average usage will be determined in accordance with the method to determine toner consumption in accordance with the ISO standards ISO/IEC 19752, ISO/IEC 19798, ISO/IEC 24711 and ISO/IEC 24712. In any case, the manufacturer's information on coverage (corresponds to average consumption) shall be deemed to be agreed.
  - 7.2. If the contracting parties have agreed that the remuneration of the consumables will be measured according to the

number of pages printed by the customer, then Canon will compare the quantity of toner, gel or ink used by the customer with the requirement calculated for the number of pages produced by the customer on the basis of normal average consumption. Insofar as the quantity of toner, gel or ink used by the customer during a calendar year, which arises from a calculation on the basis of normal average consumption, exceeds this by more than 10 %, Canon has the right to charge the customer for the additional usage on the basis of the Canon price list for the supply of end-customers in the relevant decisive version. There will be no offsetting against future deliveries of consumables and toner supplies. When placing an order for toner, gel or ink, the customer shall notify Canon of the latest counter reading in full.

- 7.3. Consumables stored at the customer's premises to this extent are determined exclusively for the relevant hardware and must also be used only for the latter. A change to the place of storage requires the prior consent of Canon.
- 7.4. The ownership of the consumables stored at the customer's premises remains reserved for Canon until they are used as intended. Consumables available at the customer's premises at the end of the contract shall be returned to Canon at its business premises.
- 7.5. The customer undertakes to observe and comply with the safety data sheets and instructions on the disposal of consumables provided to him.
- 7.6. The customer undertakes to provide sufficient storage space for the consumables and to comply with the relevant requirements of the manufacturer regarding storage.

## **E. Provision of software**

### **I. General provisions for software**

1. Object of the service
  - 1.1. The object of the provisions below is to provide the software stated in the relevant contract in an executable form (as an object program). The provision or disclosure of the software source code is not included.
  - 1.2. The software will be made available at the discretion of Canon on a suitable data carrier or as a download link including the operating instructions (user documentation or online support) and the installation instructions. The operating instructions and the installation instructions can also be made available to the customer electronically, as a download link and in English.
  - 1.3. The software will be provided only for the use agreed in the contract. The properties, scope, conditions of use and system environment of the software also arise from the product description, the operating instructions or the documentation, and namely in this order with a descending order of priority. Canon has the right to take appropriate technical measures to protect against use which is not in accordance with the contract. The use of services in accordance with the contract must not be adversely affected by this. Canon will change or remove copy protection integrated in the software in the event of the intended change of the operating hardware or an intended permissible disposal in accordance with Clause 2.2 Sentence 2.
  - 1.4. If this has been agreed separately, Canon shall assume the installation and implementation of test cases/runs at the times and in line with the criteria stipulated in the contract. Services which go beyond the latter, such as adjustments, changes to the software provided as well as the establishment of interfaces to third-party programs, analysis, planning and other consultancy services associated with the latter shall also be agreed and remunerated separately.
  - 1.5. There is no obligation of Canon to further develop the software provided.
2. Right of use
  - 2.1. The software provided by Canon is protected by copyright. In the relationship with the customer, all the rights of Canon to the software provided lie exclusively with Canon, a group company of Canon Inc. or the relevant licensor. If a third party has rights to the software, Canon has acquired the corresponding rights of use for distribution.
  - 2.2. Regardless of the contractual agreement, Canon will grant the customer a non-exclusive simple right of use to the software provided which is limited or unlimited in time for its own purposes as part of the purposes agreed in the contract. A right of use exists only to the extent that the software is referred to in the relevant contract and is required for the ongoing operation of the hardware provided by Canon. The scope of the right of use of other manufacturers ("third-party software"), if this is included, is determined primarily in accordance with the conditions of use of the relevant manufacturer, and can be downloaded at <https://www.canon-europe.com/business/products/software/legal-documents/>. The customer hereby authorises Canon to conclude the corresponding standard contract in his name.
  - 2.3. The software can contain open-source components; the provision and use of the latter shall be provided without charge and without any additional cost on top of the remuneration agreed in the contract and is subject to the conditions of use of the relevant rights holders.
  - 2.4. Unless agreed otherwise, the provision of updates and upgrades will take place in accordance with the agreements in force for the original program version.
  - 2.5. The customer has the right to use the software on suitable hardware or a virtual system environment as part of the contractual and statutory provisions. The simultaneous use of more than one hardware or in a network (simultaneous multiple use) requires a separate contractual agreement - insofar as multiple use lies outside use in accordance with the provisions. If there is a change to the (operating) hardware, the software shall be deleted on the hardware used previously.
  - 2.6. The customer is permitted to create a backup copy of the software. However, he is not permitted to copy, revise or process the software provided in any form whatsoever, unless this is necessary as part of use in accordance with the provisions. Decompilation is ruled out, unless this is necessary by law. In the event of a permissible revision or other processing of the software by the customer, the latter does not have the right to pass on the results to a third party, publish or make copies beyond use in accordance with the provisions.

The provisions above shall apply accordingly to any user and operating documentation provided.

- 2.7. In the event of an infringement of the contract, in particular failure to comply with the provisions above, rights of use or existing export control regulations, Canon has the right to demand the cessation of the latter or the software is handed over including all the copies made or destruction of copies produced unlawfully as well as compensation. The right of Canon to terminate the right of use with immediate effect or withdraw from the contract remains unaffected.

## **II. Provisions to provide the software for an unlimited period of time (purchase)**

### **1. Delivery**

In the event of provision of the software for an unlimited period of time, delivery shall be CIP in accordance with Incoterms 2020 to a destination specified by the customer in Switzerland or by sending a download link.

### **2. Remuneration**

Where no agreement to the contrary exists, the agreed remuneration shall be payable in full in advance, on commencement of the contract and within 30 working days as of the delivery.

### **3. Right of use**

- 3.1. Canon will grant the customer a simple right which is unlimited in time to use the software for its own purposes in accordance with the provisions of Section E I Clause 2.2.

- 3.2. The customer does not have the right to transfer his right of use to a third party or to grant the latter corresponding rights of use (sub-licences). The right of the customer to further dispose of the software by finally relinquishing his own use, binding the acquiring party to the applicable conditions of use and after deleting any necessary copies made is not affected by this. In the event of disposal, Canon must be notified immediately of the name and address of the acquiring party.

- 3.3. Subject to the condition precedent, the right of use is subject to payment of the remuneration agreed for it.

### **4. Warranty and claims arising from defects**

- 4.1. The time limit for the warranty for software is six months and begins on the date of dispatch or transmission to the customer.

- 4.2. Claims owing to defects exist only if the latter can be reproduced. As for the rest, the corresponding provisions of Section B of these General Terms and Conditions apply to claims for defects of the customer.

- 4.3. With regard to defects of standard software, which is licensed to the customer by a third party (including group companies of Canon, hereinafter referred to together as third-party licensor), the scope of the warranty is determined exclusively in accordance with the provisions of the standard contract between the customer and the third-party licensor. Licensing can in particular also refer to the cloud. Claims of the customer in connection with standard software of third-party licensors can solely be directed against the third-party licensor. All claims in this regard against Canon are ruled out.

### **5. Hire purchase agreement (leasing agreement)**

If a hire purchase or leasing agreement has been concluded, the customer shall receive a simple right which is unlimited in time to use the software in accordance with Section E II 3.1 after expiry of the fixed term of the contract and full payment of all leasing instalments.

## **III. Provisions to provide the software for a limited period of time (rental)**

### **1. Right of use**

- 1.1. Canon will grant the customer a simple right which is limited in time to use the software for its own purposes in accordance with the provisions of Section E I Clause 2.2.

- 1.2. The customer does not have the right to transfer his right of use to a third party or to grant the latter corresponding rights of use (sub-licences).

### **2. Remuneration**

Where no agreement to the contrary exists, the agreed monthly remuneration shall be payable annually in advance in full, on commencement of the contract and for the first time within 10 working days as of the start of the contract.

### **3. Rights arising from product defects**

Claims owing to defects exist only if the latter can be reproduced. As for the rest, the corresponding provisions of Section B of these General Terms and Conditions apply to claims for defects of the customer.

### **4. Termination, extension of term**

- 4.1. The contract can be duly terminated for the first time with a period of notice of three months to the end of the agreed contract term. If there is no notice of termination, the contract term shall be extended by 12 months in each case ("extension period") and can be duly terminated with a period of notice of three months to the end of the relevant extension period.

- 4.2. Canon can then give extraordinary notice of termination if the customer infringes rights of use by using the software beyond the extent permitted and does not immediately cease the infringement after having been given a warning to do so by the licensor.

- 4.3. The contractual relationship can also be terminated with immediate effect for good cause, subject to the statutory notice period. Good cause includes:

- a) Liquidation or other dissolution of a contract party
  - b) legally binding opening of bankruptcy or (provisional) debt restructuring proceedings
  - c) material breaches of contract that are not remedied within 20 working days despite a written reminder.
- 4.4. The right of use of the customer to the software shall end with the termination of the contractual relationship. However, the termination of the contractual relationship regarding the software is not deemed to be the simultaneous termination of a hardware rental contract, a service contract or withdrawal from a purchase contract.
- 4.5. Every termination requires the written form to take effect.
5. Return of the software
- 5.1. At the end of the contract, the software provided is to be returned on the original data carrier and the software is to be deleted in full and irrevocably on the hardware and all other copies of the software. The complete return and deletion or destruction must be confirmed in writing to Canon on request.
- 5.2. If the customer does not comply with his obligations arising from Clause 5.1 above, despite a request to do so by Canon, Canon has the right to the contractually agreed remuneration as compensation for the duration of the retention irrespective of other claims.

## **F. Services for software**

1. Content and scope of the services, rights of use to updates and upgrades
  - 1.1. The content of the services of Canon arises - subject to different agreements and Clause 1.7 below - from the contract and includes the supply of updates (error corrections and minor functional improvements to a program version, level or new releases; new version number (1.x) in addition to installation information in electronic form, also as a download link. The services can be provided by Canon or a third party authorised by Canon.
  - 1.2. Support with the diagnosis and rectification of any faults which occur to the software described in the contract will be invoiced to the customer separately in accordance with Clause 4.2 below according to time and materials - unless there is an agreement to the contrary. Canon assumes no liability for the continuous functional readiness of the software.
  - 1.3. The provision of updates shall take place by providing a download option via an FTP server or other suitable electronic means of distribution; an installation of updates by Canon is not owed. Upgrades, i.e. major expansions to functionality regarding the product specifications of the software mentioned in the contract (version number y.0), shall be offered separately by Canon to the customer, insofar as the provision of the latter has not been agreed. Canon shall inform the customer - insofar as agreed - in each case about the content and availability of updates and upgrades for the software mentioned in the contract.
  - 1.4. The support for fault diagnosis and rectification shall be provided at the discretion of Canon through remote diagnosis or by telephone. If the fault cannot be rectified through this, Canon shall attempt to rectify the fault - insofar as possible - by supplying an update or if applicable on site at the installation site of the hardware, on which the software which is the object of the contract is installed.
  - 1.5. The service shall be provided in each case only for the latest and the previous release of a program version and in the case of software which can be expanded via an interface only up to the interface. The customer is obliged to this extent to install the updates which have been accessible to him - insofar as this is reasonable. Troubleshooting caused by changes to the interfaces of connected customer systems are not part of the service and will be invoiced according to actual expenditure.
  - 1.6. As part of the rectification of faults, it is sufficient to provide a circumvention solution, insofar as the main functions of the software which is the object of the contract can reasonably be restored.
  - 1.7. The customer is aware that Canon is reliant on the involvement of the relevant manufacturer if external software is included in the service contract regarding the provision of the service. Canon can to this extent offer only initial support if applicable. Canon has the right to refer the customer to the relevant manufacturer for additional support with the diagnosis and fault rectification, in particular to the latter's telephone service ("hotline") - if this is available.
  - 1.8. Insofar as nothing to the contrary is stipulated, the rights of use to the software provided as part of the service contract, in particular to updates, upgrades as well as the software components provided to the customer as part of Special services within the meaning of Clause 4 below are determined according to whether the software mentioned in the contract on which it is based was provided for an unlimited or limited period. If the software was provided to the customer for an unlimited time, then the rights of use to the software provided as part of the service contract shall be guided by Section E II Clause 3, otherwise in accordance with Section E III Clause 1.
2. Remuneration of services, cost reimbursement, price adjustment
  - 2.1. Where no agreement to the contrary exists, the agreed remuneration for the services shall be payable in advance in each case and for the first time within 10 working days as of delivery of the software.
  - 2.2. Insofar as remote diagnosis has been agreed, the customer is obliged to establish and operate the communication connection specified by Canon at its expense. In addition, Canon shall be given secure remote access to the software installed in the system environment of the customer on request.
  - 2.3. Canon has the right to increase the remuneration within every year of the contract with a period of notice of three months if the costs for the service components included in the remuneration rise. In the event of an increase in remuneration of more than 5% in a contract year, the customer has the right to terminate the contractual relationship with a period of notice of one month to the end of the notification period in writing.



3. Termination, extension of term
  - 3.1. The service contract can be terminated for the first time with a period of notice of three months to the end of the contract term specified in the service contract. If notice is not given to terminate the service contract, it shall be extended by 12 months ("extension period") and can in turn be duly terminated with a period of notice of three months to the end of the relevant extension period.
  - 3.2. The contractual relationship can also be terminated with immediate effect for good cause, without observing a notice period. Good cause includes:
    - a) liquidation or other dissolution of a contract party
    - b) legally binding opening of bankruptcy or (provisional) debt restructuring proceedings
    - c) material breaches of contract that are not remedied within 20 working days despite a written reminder.
  - 3.3. The termination of the customer's business, disposal, transmission to a third party in another manner or shutting down service objects neither gives the customer the right to extraordinary termination nor leads to the end of the service contract.
  - 3.4. Every termination requires the written form to take effect.
4. Special software services
  - 4.1. Services outside the framework specified in the contract, in particular services outside the periods mentioned in the contract, the supply of updates on (physical) data carriers, the supply of upgrades (new program versions expanded by functionalities) - unless it has not been agreed that they are provided free of charge -, the installation and integration of updates and upgrades, support with diagnosis and rectification of faults, which are based on force majeure, interventions by a third party (e.g. through viruses, hackers), incorrect operation or handling, incorrect operation, use or conversion or processing or expansion of the software or hardware by the customer or a third party or changes to the system environment or the installation site of the software, are "Special services", which are provided in accordance with separate instructions and remuneration. In addition, Special software services are:
    - Replacement procurement of lost, stolen or damaged licence certificates and/or data carriers
    - Provision of service packs, which are provided by the manufacturers of external software or the other third party and were originally not provided or installed by Canon.
    - The provision of improvements, extensions, modifications or changes of any kind, which become necessary owing to the conclusion of the contract to other software programs (including other positions of the supported software).
    - Costs or expenses for (hardware and/or software) changes to the IT environment of the customer which are necessary to install corrections, changes, expansions, file extensions or new versions of the software or to be able to use the latter.
    - Costs or expenses for the elimination of malfunctions caused by changes to the interfaces of connected customer systems.
  - 4.2. Special software services will be charged in accordance with the relevant valid price lists of Canon. Work provided shall be charged according to the time taken. Started half hours will be rounded up to full half hours. Waiting times at the customer's premises for which Canon is not responsible are counted as working hours. Travel and journey times will be charged as working hours on a pro rata basis. Expenses (overnight accommodation, travel costs etc.) will be charged according to outlay.
5. Rights arising from product defects
  - 5.1. In the event of defects regarding the deliveries provided as part of the services, the provisions in Section H shall apply.
  - 5.2. If the customer acquires software provided as part of the service contract in accordance with Clause 1.8, in particular updates, upgrades of a right of use which is unlimited in time, then the corresponding provisions of Section B of these General Terms and Conditions shall apply with regard to any claims for defects concerning such software provided for an unlimited time.
  - 5.3. If the customer acquires software provided as part of the service contract in accordance with Clause 1.8, in particular updates, upgrades for a right of use which is limited in time, then the corresponding provisions in the relevant contract shall apply with regard to any claims for defects concerning such software provided for a limited time.

## **G. Software as a Service (SaaS) / Cloud services**

1. Object of the contract, rights of use
  - 1.1. If Canon is the manufacturer of the Software as a Service Canon permits the customer to use the cloud solution described in the contract in the relevant agreed version in accordance with the latest Canon product description and this enables him to use the software solution which is saved and running on the servers of Canon or a service-provider for his own purposes and for saving and processing data with its assistance. Use will take place via access to the software functionalities via the internet.
  - 1.2. Canon shall make the cloud solution on the router exit of the computer centre used for the cloud solution ("interconnection point") available to the customer. Canon is not responsible for the establishment and maintenance of the data connection between the IT systems of the customer and the interconnection point.
  - 1.3. The scope of the rights of use to the server which has been provided separately and the client-based software shall be determined in accordance with Section E III Clause 1.
  - 1.4. Under no circumstances is use permitted in an unlawful manner or for unlawful purposes (including an infringement of the industrial property rights of a third party or use of unlawfully obtained or processed data). The customer shall indemnify



Canon with all the costs, expenses and liability which arise through such unlawful use. Canon has the right to delete unlawful data automatically.

- 1.5. The rights of use refer only to the object code, but not to the source code. The customer is permitted to copy neither the SaaS software, nor the structure of the database. The customer shall take the necessary measures to ensure that no third party has access to the SaaS software. In the event of unauthorised access by a third party to the SaaS platform and software, the customer must notify this to Canon immediately. He shall support Canon by taking all permissible measures to maintain his interests.
- 1.6. The scope of the right of use of a cloud solution of a third party manufacturer and other provisions is determined in the event of its inclusion primarily according to the terms of use of the respective manufacturer, available at <https://www.canon-europe.com/business/products/software/legal-documents/>. The customer hereby authorises Canon to conclude the corresponding standard contract in his name.
2. Granting of storage space
  - 2.1. Canon shall make a defined storage space on servers available to the customer to save his data as described in more detail in the product description or agreed separately. The customer can file content on this server in accordance with the contractual agreement. Canon is permitted to involve sub-contractors when granting storage space.
  - 2.2. Canon shall ensure that the saved data can be downloaded via the internet.
  - 2.3. The customer does not have the right to provide this storage space for the use of a third party in part or in full, for a charge or free of charge.
  - 2.4. In any case, the customer shall remain the sole beneficiary of the data and can request the provision of individual data or all the data.
3. Availability / Impairment of accessibility
  - 3.1. Unless agreed otherwise in the contract, Canon shall make it possible for the customer to use the cloud solution for 24 hours on seven days of the week with an average availability in accordance with the product description, related to one year measured at the interconnection point. An exception to this is impairment to the accessibility of the cloud solution caused by the IT system of the customer or in the connection to the interconnection point (e.g. fault with the telecommunications providers). Downtimes owing to regular maintenance or technical improvements to the cloud solution are also exceptions, in particular the hardware and software used (planned downtime). Downtimes resulting from the planned downtimes are already taken into account in the remuneration.
  - 3.2. Adjustments, changes and supplements to the cloud solution which is the object of the contract as well as measures for the identification and rectification of functional faults will lead to a temporary interruption or impairment of accessibility only if this is necessary for technical reasons.
4. Obligations of the customer
  - 4.1. The customer undertakes to check his data and information before entry for viruses or other harmful components and to use the latest virus protection programs.
  - 4.2. Personal access data (code word and password) must not be passed on to a third party and are to be protected against access by a third party. They must be changed before the initial start of operations and then at regular intervals for security reasons. If there is a suspicion that unauthorised persons have become aware of the access data, the customer must change them immediately. They are permitted to be saved on a PC, USB-stick and CD-ROM only in an encrypted form.
  - 4.3. The customer will report faults using the documentation provided for this purpose (error logs etc.) and describe them in detail.
  - 4.4. At the end of the contract term, the customer is obliged to delete all the data he has saved in the cloud solution.
5. Customer data
  - 5.1. The customer is the owner of all the rights, titles and interests of all the customer data and the customer bears sole responsibility for the lawfulness, reliability, integrity, accuracy and quality of the customer data.
  - 5.2. If the customer data are lost or damaged, the sole and exclusive legal remedy for the customer is that Canon undertakes commercially appropriate measures to restore the lost or damaged customer data from the last backup (insofar as this is available), which was set up by Canon in accordance with the archiving procedure (if relevant) in the corresponding services description, in the Canon hosted system. For clarification: nothing in the contract or in these General Terms and Conditions obliges Canon to restore lost and damaged customer data if these customer data are not contained in the last backup in each case (if available).
  - 5.3. If the contract is terminated in accordance with the provisions of the contract (apart from those cases where the customer has infringed the agreement or is otherwise in default) and provided that the customer has first paid all outstanding amounts to Canon (including and without limitation any accrued and unpaid fees or other payments in connection with the contract), Canon will make the customer data available for transfer for up to one month after the date of termination.
  - 5.4. If a request for data transmission is made on or after the termination of this contract, Canon shall also invoice charges for this data transmission (which the customer must pay before the transfer) according to the prices valid at this time at Canon for such data transmission (as stipulated from time to time by Canon and which also include an amount relating to the storage and archiving costs, which arise for Canon regarding the customer data after the determination of the agreement, as well as for any security logs or standards, which might have been applied to the customer data).
  - 5.5. Subject to the above, customer data will be deleted within an appropriate period after termination of the agreement. Unless agreed otherwise in writing with the customer, this can occur within one month after termination. If the agreement is terminated following an infringement of the agreement or non-performance on the part of the customer (including

owing to the customer's inability to pay), Canon is not obliged to keep any customer data or to make such customer data available to the customer or to transfer the latter after termination of the agreement to the customer, always subject to his obligation under data protection law to return or delete personal customer data.

- 5.6. In any case, Canon will delete all saved customer data twelve months after termination of the agreement, regardless of the circumstances.

6. Remuneration

Where no agreement to the contrary exists, the agreed monthly remuneration shall be payable annually in advance on commencement of the contract and for the first time within 10 working days as of approval of the subscription.

7. Warranty and claims arising from defects

- 7.1. Canon guarantees that the SaaS software complies with the contractually agreed specifications during the term of the contract. In the event of defects, which are notified immediately in detail by the customer to Canon as soon as they are identified, Canon shall take the appropriate measures required to rectify the defects within a period which is appropriate to the circumstances.

- 7.2. Canon can neither guarantee that the SaaS software and his server platform are error-free, nor that they can be used without interruption. In particular, Canon has the right to suspend access for urgent maintenance work also outside the agreed maintenance window. The above-mentioned warranty period applies only to the hardware and software configuration recommended by Canon. The faultless operation of the SaaS software in connection with the software of a third party is not guaranteed.

- 7.3. Canon is not responsible for delays, provision errors or other losses or damage which result from the transmission of data via communication networks and facilities, which are not fully under the control of Canon, including for example and without limitation the internet, customer networks or devices in the possession of the customer, and the customer recognises that the services might be subject to limitations, delays and other problems, which are an inherent part of such communication networks and facilities.

- 7.4. With regard to changes not made by Canon or interventions in the SaaS software or the client software, incorrect operation as well as changes to conditions of operation and/or use, the warranty shall lapse automatically.

- 7.5. Canon is obliged to provide its services carefully and professionally. Any more extensive warranty is ruled out.

- 7.6. If a third party disputes the ownership and/or rights of use to the SaaS Software, which is provided by Canon to the customer on the basis of this contract, the customer must inform Canon immediately of the claim asserted by the third party. The customer authorises Canon to manage and settle the legal dispute, in particular also by means of a compromise agreement. The customer will support Canon in this regard and will follow its instructions.

- 7.7. The above-mentioned provision conclusively regulates the warranty granted by Canon and any more extensive warranty of Canon is expressly ruled out.

8. Termination, extension of term

- 8.1. The contract regarding the cloud solution can be terminated with a period of notice of three months to the end of the agreed contract term. If notice is not given to terminate the contract, it shall be extended by 12 months ("extension period") and can in turn be duly terminated with a period of notice of three months to the end of the relevant extension period.

- 8.2. The contractual relationship can also be terminated with immediate effect for good cause without observing a notice period. Good cause includes:

- a) Liquidation or other dissolution of a contract party
- b) legally binding opening of bankruptcy or (provisional) debt restructuring proceedings
- c) material breaches of contract that are not remedied within 20 working days despite a written reminder.

- 8.3. When the termination takes effect, the right to use the cloud solution shall end. However, the termination of the contract regarding the cloud solution is not deemed to be the simultaneous termination of a rental contract, a service contract or withdrawal from a purchase contract. The customer is responsible for data export. Insofar as nothing to the contrary has been agreed, Canon will delete any saved content data of the customer.

- 8.4. Every termination requires the written form to take effect. Text form (e-mail, fax) is sufficient to comply with the written form.

## H. Print as a Service

1. Object of the service

Canon shall provide the customer with "Print as a Service" (hereinafter also referred to as "PaaS") for a fee per device.

2. Rights of use

For each device, Canon shall grant the customer a non-exclusive and non-transferable right to use the subscription services in connection with the device during the term of the contract, and exclusively in accordance with the contract. With regard to uniFLOW Online, the corresponding terms and conditions of the manufacturer NT-ware in Germany shall apply.

3. Software client component

- 3.1 Some elements of Print as a Service are provided via a software client component, which is pre-installed in each device. Canon shall grant the customer a non-exclusive and non-transferable right to use this client component insofar as this is

required for using Print as a Service. This right of use shall expire when the term of the contract ends or the contract is terminated.

- 3.2 The customer undertakes not to copy, reproduce or export the client component or parts thereof or to process it in any way.
- 3.3 The customer undertakes not to decompile, reverse engineer or disassemble any part of the client component or otherwise convert it into a form that is readable to the human eye, or to allow third parties to do so.

#### 4. Installation and acceptance

The customer must ensure that a member of staff is available who has the required knowledge of and access authorizations for the customer environment for the purposes of the installation services provided by Canon. When installing the devices, Canon can carry out tests either after the installation services have been completed or after any phase of the installation process and shall confirm to the customer that these tests have been carried out by our technical team. These tests show that the devices and/or the software pre-installed on them are essentially functioning in accordance with our technical specifications and/or the relevant documentation. The customer shall confirm this by signing an acceptance report. Unless the customer raises any objections within five (5) working days after the installation services have been completed, it shall be assumed that the customer has accepted the devices and software concerned.

#### 5. Inspection, repair and maintenance of devices

Insofar as this is required as part of Print as a Service, the customer agrees that service technicians or other authorized representatives of Canon may enter the premises or property where the device and/or software is/are installed on a working day in order to inspect, repair and maintain the device, take pressure measurements and make a copy of the service log (if applicable). Canon shall follow all appropriate health and safety rules that apply on the customer's premises and have been brought to the attention of the Canon staff. The customer agrees to take responsibility for providing the Canon staff with personal protective equipment that is suitable for its work environment. The customer agrees that Canon may cease the aforementioned activities without being held liable if it believes that its staff are in danger.

#### 6. Additional services

- 6.1 Additional services provided by Canon at the customer's request are standard Canon services provided in addition to Print as a Service, but not included in the Print as a Service package. Canon shall therefore issue a separate invoice for these additional services and any travel expenses and other costs incurred in connection with them.
- 6.2 Canon shall charge the customer, based on the rates applicable at the time, for any services provided by Canon to support Print as a Service if these services were required in order for Canon to resolve support or performance issues relating to Print as a Service that were caused by or resulted from the customer failing to meet its cooperation obligations.

#### 7. Changes

Canon reserves the right to make changes to Print as a Service which are available as additional services and are deemed by Canon to be necessary or useful, for the purpose of: (a) maintaining or improving (i) the quality or provision of Print as a Service; (ii) the cost-effectiveness or performance of Print as a Service; or (b) ensuring compliance with applicable laws; provided that these changes would (i) not significantly alter or impair the functionality or performance standards of Print as a Service; (ii) not significantly impair the way in which Print as a Service is provided; (iii) not significantly impair the composition of Print as a Service; and (iv) not increase the costs of Print as a Service during the fixed term of the contract or any extension of the contract.

#### 8. Remuneration

- 8.1. The Print as a Service subscription fee for each device type covers the rental of the device (including SWICO fee) and a default accessory package, the output management software (uniFLOW Online), maintenance and support services including toner, the service level obligation, installation (including implementation services), device return and data deletion. The subscription fee for Print as a Service remains fixed for as long as the contract is in force, regardless of the number of users of the device or the subscription services.
- 8.2. Other costs

The customer undertakes to pay the following costs if applicable:

- (a) If, after e-maintenance has been set up for the customer, the device concerned is no longer able to report counter readings to Canon automatically via this function due to the fault of the customer, Canon may charge the customer for the costs of retrieving the counter reading report;
- (b) The costs of toner used by the customer in accordance with Clause 9.2 below;
- (c) The costs of any insurance that Canon has to take out in relation to the devices if the customer fails to comply with the provisions of Clause A. 7.1.

#### 9. Fair consumption

- 9.1. Use of the devices and toner is subject to the "fair consumption" provisions as set out in the corresponding description in the contract.
- 9.2. The customer undertakes to use the toner supplied to a given location only for the devices which Canon has provided to it at that location under this contract. The toner may not be used for any other devices or in connection with providing services for third parties which involve scanning documents and colour printing (referred to as "office services"). Canon shall remain the owner of the supplied toner until the customer uses it in the device. If, at any point during the term of the contract,

Canon has reason to believe that the amount of toner ordered by the customer exceeds the amount that would reasonably be required to produce the number of prints made by the customer according to the counter readings, Canon reserves the right to stop supplying toner to the customer. When checking whether the amount of toner ordered by the customer is unreasonable with regard to the number of prints produced, Canon shall also bear in mind the technical specifications, which state the manufacturer's recommendations regarding the maximum number of prints for conventional office settings. Canon may decide to take the following steps (at its own discretion):

- (a) Charge for toner that has already been supplied to the customer beyond a reasonable consumption level (based on the applicable price list at the time);
- (b) Terminate the contract.

- 9.3. To check whether the customer is complying with the abovementioned guideline, Canon shall take readings of the number of prints produced by the customer using Print as a Service as part of its maintenance services, which include e-maintenance. Canon reserves the right to take additional counter readings at any time during the term of the contract if it has reason to suspect that the customer is not using the devices in accordance with the contract.

## 10. Rights arising from product defects

- 10.1 Canon shall provide PraaS in accordance with standard industry practice and with the appropriate care specific to the profession.
- 10.2 Any additional warranty is ruled out, unless it has been agreed separately in the contract specifications. In this case, if the services carried out by Canon largely do not correspond to the agreed technical requirements or the service level specified in the document with the contractual specifications, Canon must take all reasonable steps as soon as possible to avoid such defects or additional costs for the customer in the future.

## 11. Liability for results

Unless expressly and specifically provided for in the contract, the customer shall be solely responsible for the results obtained from using Print as a Service. Canon shall not be liable for any damages caused by errors or omissions in information or instructions provided by Canon to the customer in connection with Print as a Service, or by any actions undertaken by Canon on the instruction of the customer.

## 12. Termination, extension of term

- 12.1 The contract shall enter into force from the date of installation and shall be concluded for an unlimited period. It can be terminated in writing with a notice period of six months at the end of any given month, but after 12 months at the earliest.
- 12.2 The contractual relationship can also be terminated with immediate effect for good cause without observing a notice period. Good cause includes:
- a) Liquidation or other dissolution of a contracting party
  - b) Legally binding opening of bankruptcy, composition or private settlement proceedings
  - c) Material breaches of contract that are not remedied within 20 working days despite a written reminder.
- 12.3 When the termination takes effect, the right to use the cloud solution shall end.
- 12.4 Every termination requires the written form to take effect.

## I. Consultancy services, training services

### 1. Object of the service

- 1.1. Canon owes the customer the provision of the service agreed in the contract, in particular consultancy or training services.
- 1.2. Unless something to the contrary has been expressly agreed, Canon owes no specific result and assumes no responsibility regarding the achievement of the objectives which might be pursued by the customer.

### 2. Consultancy services

- 2.1. The customer must name an appropriate employee with sufficient authorization, who is available as a contact to Canon during the implementation of the consultancy services.
- 2.2. The customer will give Canon all the necessary information, documentation and data - if desired in a written form - and provide information. If necessary, Canon shall be granted access to the business premises and operations rooms of the customer.
- 2.3. If nothing to the contrary has been agreed, the customer will receive a simple and non-transferable right of use to work results.
- 2.4. Subject to agreements to the contrary, the customer does not have the right to use the work results beyond internal use or to make them accessible to a third party - unless this falls within use under the terms of the contract.

### 3. Training services

- 3.1. Canon is free to select the instructor and can replace the instructor promised at any time with an equally competent person without stating the reasons for this.
- 3.2. All the rights to the training documentation remain reserved for Canon. The translation, reprinting and copying of the

training documentation or parts of the latter is permitted only with the written consent of Canon.

4. Rights arising from product defects

4.1. With regard to services, Canon is obliged to act with the appropriate care specific to the profession.

4.2. Any additional warranty is ruled out, unless it is been agreed separately in the contract specifications. In this case, if the services carried out by Canon largely do not correspond to the agreed technical requirements or the service level specified in the document with the contractual specifications, Canon must take all reasonable steps as soon as possible to avoid such defects or additional costs for the customer in the future.

5. Remuneration

Where no agreement to the contrary exists, the agreed remuneration shall fall due on the conclusion of the contract and be payable within 10 working days as of the conclusion of the contract. If the services take place according to outlay, they will be invoiced after they have been completed.

## J. Contract for works and services

1. Object of the service

1.1. The content and scope of the work results owed by Canon, for example as part of design, customizing and/or implementation of company processes for the customer arise from the contract. This also applies to any delivery dates.

1.2. The provision of services on schedule by Canon is subject to the customer satisfying his obligations for cooperation on time and correctly.

1.3. At the request of Canon, the parties shall name a responsible contact in each case. The contact of the customer shall coordinate the ancillary and cooperation obligations to be provided by the customer and shall take all the decisions to be made by the customer immediately in connection with the implementation of the contract and shall notify them to the contact of Canon in text form.

2. Acceptance

2.1. The customer is obliged to accept the services provided in accordance with the contract. Acceptance cannot be refused owing to minor defects (see Clause 2.6). The customer must confirm acceptance in text form if requested to do so.

2.2. Canon will define the acceptance procedure and the customer will provide the necessary test data and test environment. The customer will provide the necessary installation facilities (e.g. electrical cabling or connections to public or private communication networks) at his expense. If the service for works and services can be divided, Canon can request partial acceptance from the customer.

2.3. Canon shall notify the customer that the contractual service(s) is/are ready for the acceptance tests. The acceptance tests must be carried out within 14 days of the notification of readiness. These shall be performed jointly by the parties under the direction of Canon in order to demonstrate that the contractual service(s) largely complies/comply with the agreed technical requirements.

2.4. The contractual service shall be deemed to have been accepted if the customer

(a) has signed the acceptance report;

(b) refuses to collaborate with the acceptance procedure or to sign the acceptance report due to reasons for which Canon is not responsible, and allows a subsequent period of 14 days set by Canon to expire unused; or

(c) uses the hardware or software/solution for productive purposes.

2.5. If defects are revealed during the acceptance procedure, their seriousness shall be jointly determined by the parties following an initial analysis of the defect by Canon or by a sub-contractor specified by Canon, and they shall be recorded in the acceptance report (as per Clause 2.7 below).

2.6. A distinction shall be made between the following error classes:

**Fault/error class A:** serious defect

A serious defect is one which makes the device or the agreed software/solution unsuitable for the required purpose/use.

**Fault/error class B:** substantial defect

A substantial defect is one which affects day-to-day work with the device or the agreed software/solution, but does not render it impossible.

**Fault/error class C:** less substantial defect

A less substantial defect is one which neither makes the product unsuitable for the required purpose/use, nor affects it substantially (e.g. in the case of cosmetic defects). Less substantial defects are not grounds for the customer to refuse acceptance.

2.7. If the acceptance tests reveal serious or considerable defects within the meaning of Clause 2.6 above, the item subjected to the acceptance test shall not be deemed accepted. The customer shall help and assist Canon to the extent required to determine the reason for the defect during the acceptance test in question, without charging Canon for any costs that may arise, and shall assist Canon to repeat the relevant acceptance test.

2.8. If serious or substantial defects are present, Canon shall rectify the defect at its discretion, at its own cost and within an appropriate period. After completion of the rectification, the parties will carry out a second acceptance test.

- 2.9. If the second acceptance test also reveals serious or considerable defects, the customer can request a second rectification within an appropriate period or withdraw from the contract. All remaining rights arising from product defects are ruled out.
3. Warranty
- 3.1. The duration of the warranty is six months from the date acceptance took place. If partial acceptance takes place, the warranty period will start with the partial acceptance in each case.
- 3.2. If the work product is operated, maintained or managed by Canon after successful acceptance, a rectification of defects will take place exclusively in accordance with the provisions of the corresponding contract or the provisions of these General Terms and Conditions regarding services.
4. Rights arising from product defects
- If a defect covered by the warranty exists, the customer can initially request only rectification at no charge. If the defect cannot be rectified without an appropriate period considering the cause of the defect, the customer can either:
- a) request an appropriate price reduction, or
- b) if there is a substantial defect, withdraw from the relevant contract. If contracts with recurring services are indirectly affected by the withdrawal (e.g. operation or maintenance of the product), they can be terminated with immediate effect if the respective subject matter and corresponding unacceptability exist. Remuneration is then owed on a pro rata temporis basis.
5. Remuneration
- Where no agreement to the contrary exists, the agreed remuneration shall fall due on acceptance and be payable within 10 working days as of successful acceptance.

GTC/en – 07/2024