

Convention de services Canon

Sécurité Matériel(s)

La présente convention de services (« **Convention de services** ») définit les conditions de fourniture par la société Canon France et ses filiales (« **Canon** ») des services additionnels et optionnels visant à renforcer la sécurité sur les matériels d'impression Canon (« **Matériel(s)** »).

La Convention de services précise les conditions d'accès et d'utilisation des Services souscrits au titre du contrat (« **Contrat** ») conclu entre l'entité Canon contractante et le client concerné (« **Client** ») pour la fourniture de produits et services Canon. De sorte que la Convention de services est réputée être une annexe audit Contrat qui définit les conditions tarifaires afférentes aux Services concernés.

L'utilisation des Services par le Client, emporte acceptation sans réserve et dans leur intégralité des termes de la Convention et de ses annexes.

Nonobstant ce qui précède, Canon se réserve le droit, à sa seule discrétion, de modifier ou de mettre à jour la présente Convention de services à tout moment. Il appartient donc au Client de consulter régulièrement les conditions afférentes au(x) Service(s) souscrit(s), accessibles à l'adresse suivante : <https://www.canon.fr/business/fac-simile-cgcontrats/>.

Toutefois, les modifications apportées à la Convention de services ne sont pas rétroactives ; elles s'appliquent uniquement aux nouvelles commandes ou renouvellement de Services, ou aux Services sans date d'expiration dans la mesure où le Client poursuit leur utilisation après l'entrée en vigueur de la Convention de services modifiée. Le Client est alors réputé accepter les modifications ainsi apportées.

Convention de services Canon Sécurité Matériel(s)	VFAC_09/02/2026
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## 1. DEFINITION DES TERMES

Les termes commençant par une majuscule sont définis ci-après :

« **Agent SPM** » : l'agent Secure Profile Management (SPM) installé sur le réseau du Client communique avec les Matériels Canon supervisés par la solution iWeMC.

« **Durcissement** » : désigne le Service de durcissement de la configuration du Matériel, y compris le renforcement des contrôles de sécurité intégrés, le blocage des fonctions non essentielles et des ports non sécurisés.

« **Effacement des données** » : désigne le Service de suppression des données du Client des Matériels (disque dur et/ou autres composants de stockage de données intégrés au Matériel). La souscription de ce Service emporte l'acceptation sans réserve par le Client de l'Accord de traitement de données personnelles (« Data Privacy Agreement ») joint à la présente Convention ainsi que les annexes associées et afférentes :

- aux Services d'effacement de données (Annexes \_Services Effacement des données)
- aux Services de destruction du disque dur (Annexes \_Service de destruction du disque dur).

« **EMAJNTENANCE CDCA** » : l'agent de collecte de données Canon (CDCA) est une application PC installée sur le réseau du Client qui collecte des informations (compteur/état/journal) à partir de Matériels Canon et les envoie à l'UGW Canon (Universal Gate Way).

« **GESTION DE PROFILS DE SECURITE** » : Service de surveillance proactive continue du parc d'impression Canon et de restauration de la configuration initiale validée par le Client. Ce service requiert l'acceptation sans réserve par le Client des contrats de licence utilisateur final (« CLUF ») suivants :

- o CLUF SPM : [https://canon.a.bigcontent.io/v1/static/spm-agent-eula\\_3cc26db723fc4383a8774ec9bf6e883e](https://canon.a.bigcontent.io/v1/static/spm-agent-eula_3cc26db723fc4383a8774ec9bf6e883e)
- o CLUF iWEMC : <https://canon.a.bigcontent.io/v1/static/iwemc-4.1-eula>

« **IWEMC** » : iW Enterprise Management Console (iWEMC) est une solution de gestion des Matériels réseau installée sur le réseau du Client.

« **Matériel(s)** » ou « **Equipement(s)** » : désigne un matériel d'impression Canon, ou une imprimante multifonctions (MFP) ou une imprimante monofonction (SFP).

« **Mise à Jour du Micrologiciel** » : désigne le Service de mises à jour automatisées du Micrologiciel ((microprogramme utilitaire, microcode, également appelé « **Firmware** ») qui est un logiciel « intégré » et nécessaire au fonctionnement du Matériel Canon. La souscription des services additionnels et optionnels visant à renforcer la sécurité sur les Matériels emporte l'acceptation sans réserve par le Client de la Mise à Jour automatique des Micrologiciels des Matériels.

« **Sauvegarde des Données** » : désigne le Service de sauvegarde automatique des paramètres du Matériel (« **Data Backup Service** » ou « **DBS** ») dans un espace partagé Canon (« **Compte DBS** »). Le Compte DBS désigne ainsi l'espace locatif de l'Utilisateur Final sur le site internet DBS (« **Site DBS** »). Le site DBS désigne l'infrastructure de stockage cloud située en Europe et fournie par l'intermédiaire les entités du groupe Canon (Canon Europa N.V. et Canon Inc) hébergée sur des serveurs contrôlés par Amazon Web Services (AWS), où sont hébergés le Compte DBS et les Données sauvegardées.

La souscription de ce Service emporte l'acceptation sans réserve par le Client :

- de l'Accord de traitement de données personnelles (« Data Privacy Agreement ») joint à la présente Convention ainsi que les annexes associées et afférentes aux Services de sauvegarde des données (carnet d'adresses),
- du Contrat de Licence Utilisateur Final (« CLUF ») eMaintenance CDCA (pour la sauvegarde des données du carnet d'adresses s'il est activé sur le Matériel) : [https://canon.a.bigcontent.io/v1/static/cdca-eula\\_709dbebbad58409193b9a6ab0ffe50a2](https://canon.a.bigcontent.io/v1/static/cdca-eula_709dbebbad58409193b9a6ab0ffe50a2). Aux termes duquel, Canon Inc., fournit la licence du logiciel DBS devant être activé dans les conditions des présentes.

« **RGPD** » : désigne le règlement européen 2016/679, Règlement Général sur la Protection des Données, entré en vigueur le 25 Mai 2018 et plus généralement l'ensemble des lois et réglementations applicables aux Parties en matière de traitement des données, ce qui inclut la loi du 6 janvier 1978 modifiée relative aux informations nominatives, les réglementations ou textes afférents.

« **Utilisateur Final** » : désigne le Client ayant conclu un Contrat de Service avec Canon (y compris toute personne placée sous l'autorité de l'Utilisateur Final et/ou représentant

l'Utilisateur Final) dont les présentes font partie intégrante pour ce qui a trait au Service concerné.

« **Compte DBS** » de l'Utilisateur Final désigne l'espace locatif de l'Utilisateur Final sur le site DBS.

## 2. DEFINITIONS DES SERVICES

### 2.1. SERVICE DE DURCISSEMENT

#### 2.1.1. Contenu du Service

Un service de configuration sécurisée du Matériel Canon lors de sa préparation en amont de la livraison et l'installation. Le Matériel configuré est vérifié avant d'être expédié à l'emplacement défini par le Client. Une configuration définie par le Client peut aussi être paramétrée sur demande. En standard, le Service comprend les prestations suivantes :

- Accès à la configuration recommandée de Durcissement du Matériel, conçue pour répondre aux menaces connues et courantes ainsi qu'aux exigences générales de sécurité, telles que définies par le constructeur ;
- Modification des paramètres par défaut du Micrologiciel, y compris l'activation des fonctions sécurisées clés qui pourraient être désactivées par défaut ;
- Vérification de la configuration mise en œuvre avant l'expédition dans les locaux du Client.

#### 2.1.2. Exclusions du Service

Sauf stipulation écrite de Canon, ne sont pas incluses dans les prestations fournies au titre du Service :

- Expédition et livraison du Matériel ;
- Installation et configuration du Matériel sur site ;
- Définition d'une configuration personnalisée en dehors de la configuration standard ;
- Configuration de logiciels supplémentaires sur les Matériels ;
- Retrait de tout Matériel existant chez le Client.

#### 2.1.3. Prérequis du Service

- Le Service sera effectué hors site Client dans un centre pré configuration en vue de la livraison et l'installation (centre de PDI) approuvé par Canon ;
- Canon n'est pas responsable des modifications non autorisées des paramètres du Matériel ;
- Canon ne peut pas être tenu pour responsable des modifications de l'environnement réseau du Client qui pourraient compromettre l'état sécurisé du Matériel.

#### 2.1.4. Bénéfices du Service

- Établissement d'une base de sécurité et d'une protection commune pour l'ensemble de votre parc Canon grâce au profil sécurisé établi en début de Contrat ;
- Réduction du risque de perte de données en protégeant les données stockées dans les Matériels tout au long de leur durée de vie ;
- Application des politiques de protection des données aux Matériels pour s'assurer d'un environnement sécurisé ;
- Réduction des risques de modifications non autorisées des paramètres du Matériel qui pourraient exposer l'infrastructure à une faille de sécurité ;
- Soutien à la politique de sécurité du Client.

### 2.2. SERVICE EFFACEMENT DES DONNEES

#### 2.2.1. Contenu du Service

Service de retrait des données selon le mode opératoire choisi par le Client : effacement des données stockées, retrait du support de stockage et remise en mains propres ou destruction physique. Dans tous les cas, l'opération donne lieu à la remise d'un document confirmant le mode de traitement des données qui a été opéré :

- *Effacement des données*

- o Effacement et initialisation du disque dur par un écrasement des données trois fois, conformément à la norme 5220.22-M du département de la Défense des États-Unis (DoD)
- o Effacement des données utilisateur du disque SSD par un écrasement unique, conformément à la norme NIST SP 800-88
- o Effacement des données d'une carte multimédia embarquée (eMMC) ou d'une carte mémoire (SD) par la réinitialisation complète
- **Retrait du disque et remise en mains propres**
  - o Retrait du disque dur ou SSD et remise au Client (sur site)
  - o Une carte multimédia embarquée (eMMC) ne peut pas être retirée, et une carte mémoire (SD) peut être retirée par le Client lui-même
- **Destruction du disque**
  - o Retrait et destruction du disque dur ou du SSD en toute sécurité, conformément à la directive sur les déchets d'équipements électroniques et électriques (DEEE)
  - o Une carte multimédia embarquée (eMMC) ne peut pas être retirée et détruite, et une carte mémoire (SD) peut être retirée par le client, et en disposer lui-même

## 2.2.2. Exclusions du Service

Sauf stipulation écrite de Canon, le Service n'inclut pas les prestations suivantes :

- La Sauvegarde des données du support de stockage à traiter
- Le transfert des données utilisateur de l'ancien Matériel vers un nouveau Matériel
- Les prestations d'effacement et de destruction des données ne sont pas réalisées sur le site du client

## 2.2.3. Prérequis du service

- L'effacement des données doit être effectué sur le Matériel à la fin du Contrat, et requiert l'acceptation sans réserve par le Client de l'Accord de traitement de données personnelles (« Data Privacy Agreement ») joint à la présente Convention ainsi que les annexes associées et afférentes aux (i) Services d'effacement de données (Annexes \_Services Effacement des données) (ii) aux Services de destruction du disque dur (Annexes \_Service de destruction du disque dur) ;
- Lorsque le Client sollicite le retrait et la remise en mains propres du disque contenant ses données, le Client doit faire son affaire de leur effacement conformément aux dispositions légales et réglementaires applicables, notamment le RGPD pour ce qui a trait à la protection des données personnelles.
- Le Client doit fournir une adresse e-mail d'entreprise pour la réception de la confirmation de suppression des données ;
- Le Client doit fournir toutes les informations et, notamment le point de contact recevant le disque en cas de demande de retrait assortie d'une remise en mains propres ;
- Dans le cas où cette adresse e-mail comprend des informations personnelles des employés du Client, Canon traite ces informations en tant que Responsable du traitement des données et, en tant que tel, s'engage à le faire conformément à ses obligations en vertu de la législation applicable et à sa politique de traitement des données disponible sur son site internet.

## 2.2.4. Bénéfices du service

- Réduction du risque de perte de données grâce à la suppression professionnelle des informations stockées ;
- Preuve documentée de la suppression des données pour mise en conformité avec le RGPD ;
- Application des politiques internes de protection des données aux Matériels de l'ensemble du Client ;
- Allègement de la charge afférente aux diligences requises pour un effacement manuel des données des Matériels en fin de contrat

## 2.3. SERVICE GESTION DE PROFILS DE SECURITE

### 2.3.1. Contenu du Service

Service géré à distance fourni par l'intermédiaire du centre de services Canon délivrant les services suivants :

- Configuration du Service dans l'infrastructure de gestion des Profils sécurisés ;
- Surveillance des Profils de sécurité des Matériels sous Contrat selon les plages horaires et la fréquence convenue (quotidienne, hebdomadaire, bihebdomadaire, mensuelle) ;
- Création automatisée d'incidents pour les Matériels nouvellement découverts et non conformes ;
- Restauration à distance des paramètres du Matériel qui ne sont pas conformes (variation par rapport au Profil de sécurité convenue) à leurs valeurs pré-convenues

### 2.3.2. Exclusions du Service

Sauf stipulation écrite de Canon, ne sont pas incluses les prestations suivantes :

- Les Profils de sécurité personnalisés nécessitant des services de conseil supplémentaires ;
- Services sur site ;
- Configuration d'autres Matériels, logiciels ou solutions ;
- Maintenance ou sauvegarde de l'environnement informatique du Client ;
- Mise à niveau ou correction des systèmes d'exploitation des serveurs ;
- Installation, configuration, sauvegarde ou restauration de données iWEMC.

### 2.3.3. Prérequis du Service

- Services d'installation et de configuration de la solution iWEMC de Canon et de l'infrastructure de services ;
- Données informatiques du Client (c'est-à-dire adresse IP / hôte du serveur iWEMC, informations d'identification) nécessaires à la pré-configuration de l'infrastructure (à fournir à l'avance) ;
- Le Client doit veiller à ce qu'un contact informatique compétent soit disponible ou joignable sur place pour l'exécution des actions convenues au nom du Client et la signature de la recette après l'installation ;
- Le Client doit fournir un environnement pour l'installation des composants du service iWEMC et Agent SPM sur site ;
- Acceptation sans réserve par le Client du CLUF SPM [https://canon.a.bigcontent.io/v1/static/spm-agent-eula\\_3cc26db723fc4383a8774ec9bf6e883e](https://canon.a.bigcontent.io/v1/static/spm-agent-eula_3cc26db723fc4383a8774ec9bf6e883e) ;
- Acceptation sans réserve par le client du CLUF iWEMC <https://canon.a.bigcontent.io/v1/static/iwemc-4.1-eula>;

### 2.3.4. Bénéfices du service :

- Réduction du risque de fuite d'informations grâce à une infrastructure d'impression et de numérisation sécurisée et surveillée ;
- Surveillance proactive des Profils de sécurité des Matériels et résolution des incidents ;
- Réduction des interruptions d'activité grâce à la surveillance proactive des Matériels et à la résolution des incidents.

## 2.4. SERVICE SAUVEGARDE DE DONNEES

### 2.4.1. Contenu du Service :

Il s'agit d'un Service automatisé de sauvegarde des données des Matériels fourni avec le support des sociétés du groupe Canon dans les conditions stipulées à la présente Convention.

### 2.4.2. Exclusions du Service

Sauf stipulation écrite de Canon, le Service n'inclut pas les prestations suivantes :

- Services sur site
- Maintenance ou sauvegarde de l'environnement informatique du Client

### 2.4.3. Prérequis du Service

- La fonctionnalité de Sauvegarde des données doit être activée sur le Matériel lors de sa pré configuration en vue de son installation et la eMaintenance doit être activée. Cette fonctionnalité peut néanmoins être désactivée à la demande écrite du Client notifiant à Canon son refus
- Acceptation sans réserve par le Client de l'Accord de traitement de données personnelles (« Data Privacy Agreement ») joint à la présente Convention ainsi que les annexes associées et afférentes aux Services de sauvegarde des données (carnet d'adresses),
- Acceptation par le client du Contrat de Licence Utilisateur Final (« CLUF ») eMaintenance CDCA (pour la Sauvegarde des données du carnet d'adresse s'il est activé sur le Matériel) : [https://canon.a.bigcontent.io/v1/static/cdca-eula\\_709dbebbad58409193b9a6ab0ffe50a2](https://canon.a.bigcontent.io/v1/static/cdca-eula_709dbebbad58409193b9a6ab0ffe50a2)

### 2.4.4. Bénéfices du Service

- Réduction des interruptions d'activité grâce à une restauration rapide des paramètres du Matériel ;
- Allègement de la charge afférente aux diligences requises pour la restauration de la configuration des Matériels

### 2.4.5. Conditions d'utilisation du Service de sauvegarde de données

Les conditions particulières d'utilisation du Service de sauvegarde de données (« **Terms of Use for Data Backup Service** ») et les Conditions générales de Services SaaS Canon (« **Addendum for online services** ») telles qu'annexées à la présente Convention de services ont vocation à s'appliquer sauf stipulation contraire de la présente Convention. En cas de contradiction entre les termes et conditions du présent document et l'une des annexes susvisées, le présent document prévaudra sur lesdites annexes. En cas de contradiction entre une ou plusieurs stipulations figurant dans des versions successives desdites annexes, le document le plus récent prévaudra. En cas de contradiction entre une ou plusieurs stipulations figurant dans l'une quelconque des pièces constitutives précitées, le document de rang supérieur prévaudra.

### 3. ANNEXES

#### 3.1 TERMS OF USE FOR DATA BACKUP SERVICE "DBS"

These Terms, including the Exhibits thereto, set out the terms under which Canon and the End-User agree on the provision and use of the Data Backup Service and constitutes Your instructions to Canon to implement the DBS Account and Your authorization for storage of the Backup Data (and, if applicable, Metadata associated with the Backup Data) at the DBS Website (all terms defined below).

Please read these Terms carefully as, by clicking the "I ACCEPT" button or by using the Data Backup Service, You accept these Terms. If You do not agree with these Terms, You will not be permitted to access and use the Data Backup Service.

If You accept these Terms or use the Data Backup Service for a company, You represent and warrant that you have the authority to bind the company to this Terms and that any users of the Data Backup Service at the company will be made aware of and agree to these Terms in relation to the use of the Data Backup Service on behalf of the company entering into an Agreement based on these Terms.

#### 1. DEFINITIONS AND AGREEMENT

##### 1.1. In this Agreement:

**Agreement** means these Terms of Use of the Service ("Terms"), the Cookie Policy below and Canon's Business End-User Privacy Policy (available at <https://www.canon-europe.com/privacy-policy/business/>), together with all Exhibits to these Terms.

**Backup Data** means solely Covered Devices' settings, SSL certificate and Advanced Box file path information (excluding actual data/contents) contained on the hard disk drive of the Covered Devices (as defined below). Backup Data shall not include, in any case, image data or print and fax job data processed on a Covered Device

**Canon, We, Us and Our** means Canon Europa N.V., a company registered in the Netherlands under company number 3316672, with its registered office at Bovenkerkerweg 59-61, 1185 XB Amstelveen, and the Canon Affiliates.

**Canon Affiliate** means any company, partnership or other entity which, from time to time, is a member of Canon Europa N.V. group of companies.

**Covered Devices** means the devices that Canon has identified from time to time as capable of backup on the DBS Website (as defined below) and that, under the Service Contract, have been registered into the Data Backup Service (as defined below).

**Data Backup Service or DBS** means the service for storage of the Backup Data of Canon single function printers and multifunctional devices under a Service Contract, at the DBS Website (as defined below), as further described in this Agreement.

**DBS Account** means the End-User's tenant space at the DBS Website.

**DBS Software** means the software provided by Canon's parent company, Canon Inc., for licensing and activation under this Agreement and in accordance with the End-User License Agreement ("EULA") attached hereto as Exhibit C.

**DBS Website** means the cloud storage facility in Europe provided to Canon by its parent company, Canon Inc. and located on servers controlled by Amazon Web Service (AWS), where the DBS Account and the Backup Data are hosted.

**End-User, You and Yours** means a company, partnership, organisation or individual that has a Service Contract with a Canon Affiliate and with whom this Agreement is made, including any person under the End-User's authority and/or representing the End-User by accepting this Agreement.

**End-User's DBS Account** means the End-User's tenant space at the DBS Website.

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority

from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Service Contract** means the contract relating to the supply of service between the End-User and a Canon Affiliate from time to time in force, including any extensions to the term of the same (and where the same terminates or expires and is superseded or replaced, then Service Contract shall mean the relevant new agreement).

**Service Period** means the term of this Agreement as further described below.

- 1.2 The Service Contract is a separate contract to this Agreement (unless otherwise referred to in this Agreement) and this Agreement shall govern the terms and conditions of the Data Backup Service in precedence over any other terms in the Service Contract.

## 2. THE DATA BACKUP SERVICE.

- 2.1 Subject to this Agreement and the End-User having a Service Contract in place with a Canon Affiliate, and in consideration for Your use of the Data Backup Service and any consideration under such Service Contract, You will receive the Data Backup Service, that includes automatic collection and storage of Backup Data from the Covered Devices and over the internet at the DBS Account, using DBS software provided by Canon's parent company, Canon Inc. DBS Software. Backup Data can be restored in the Covered Devices by Canon, following Your request to do so and at Canon's charges applicable from time to time.
- 2.2 The DBS Account will be created in the DBS Website by Canon or a Canon Affiliate, following written instructions from the End-User (including by email) and using the information provided by the End-User under the Service Contract (including, if applicable, personal information, that shall be processed in accordance with Canon's Business End-User Privacy Policy (available at <https://www.canon-europe.com/privacy-policy/business/>), You should confirm the DBS Account by setting a password to access it.
- 2.3 The DBS Account will store the End-User's most recent Backup Data collected, provided that any such Backup Data older than the three (3) most recent backups will be permanently deleted from the DBS Account. The End-User can specify the weekly frequency (day of the week and tome) of Backup Data uploading into the DBS Account.
- 2.4 The Data Backup Service uses the Cookies indicated in the Cookie Notice attached hereto as Exhibit A.
- 2.5 You can only use the Data Backup Service for internal business operations. Therefore, You may not sub-provide, grant or permit access to the Data Backup Service to any third party, without the prior written consent from Canon. You will receive the Data Backup Service on condition of your full compliance with the terms and conditions specified in the EULA. Without prejudice to any other rights that Canon may have at law or otherwise, Canon may immediately suspend the provision of the Data Backup Service and/or terminate this Agreement if Canon, in its reasonable opinion, believes that You are in breach of this condition 2.5, without any liability.
- 2.6 Canon grants the End-User a personal, non-exclusive, revocable right to access the Backup Data for the Service Period.  
The End-User acknowledges and agrees that Canon, its licensors and/or Canon Affiliates own all Intellectual Property Rights in the Data Backup Service; in the DBS Software and any other software provided or used in connection with the Data Backup Service; in the DBS Website; in any documentation provided by Canon in respect of or connected to the Data Backup Service; and in any and all enhancements, modifications, corrections and derivative works thereto. Except as expressly stated in this Agreement, the Agreement does not grant the End-User any rights to, or in, any patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Data Backup Service, the DBS website or such related documentation.
- 2.7 Except as required under applicable law, Canon does not assume any duty or obligation to correct or modify the Backup Data. Except as provided in this Agreement, End User retains all right, title and interest in and to the Backup Data and the End-User shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Backup Data.

## 3. END-USER'S OBLIGATIONS

- 3.1 The End-User shall:
- (i) provide Canon with all necessary co-operation in relation to this Agreement; and all necessary access to such information as may reasonably be required by Canon to enable it to provide the Data Backup Service or enable the End-User's use of the Data Backup Service;
  - (ii) comply with all applicable laws and regulations with respect to its activities under this Agreement;
  - (iii) perform the End-User's obligations in a timely and efficient manner;
  - (iv) ensure that any individual that it permits access or use of the Data Backup Service complies with this Agreement;
  - (v) obtain and maintain all necessary rights, licences, consents, and permissions necessary for Canon, its contractors and agents to perform its or their obligations under this Agreement.
- 3.2 The End-User's instructions to Canon to implement the Data Backup Service shall be construed as the End-User's representation that:
- (i) The End-User has an internal IP network and internet access available on a generally continuous basis;
  - (ii) The End-User authorizes: a) the installation and or activation of the DBS Software on the Covered Devices; and b) the use by the Data Backup Service of HTTPS or other communication protocols and the automated use of such IP network and internet access and bandwidth to transmit over the internet data that the DBS Software collects and accumulates and to perform the Data Backup Service.
  - (iii) The End-User has and will provide for the implementation of the Data Backup the hardware and software that Canon identifies from time to time as the minimum necessary for implementation of the Data Backup Service; and
  - (iv) The End-User authorizes Canon to access and use the Backup Data that the DBS Software collects and stores for purposes related to the Data Backup Service and product or service improvement; as well as to activate the Content Delivery System ("CDS") feature of the Covered Devices and to utilize CDS for downloading via the internet of Covered Device firmware updates and DBS Software upgrades and bug fixes over End-User's network.
- 3.3 The End-User is responsible for all activity occurring under the End User's DBS Account. The End User will immediately notify Canon of any unauthorized DBS Account use or other suspected security breach, or unauthorized use, copying or distribution of Backup Data which End-User submits or makes available for backup as part of Data Backup Service.
- 3.4 The End User has sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Backup Data which the End User submits or makes available for backup as part of Data Backup Service. The Data Backup Service relies on Backup Data as supplied by End-User or from Covered Devices and Canon is not liable for the content of Backup Data.

#### 4. DATA PROTECTION

- 4.1 For the purposes of this condition, the following definitions shall apply:
- **controller, processor, data subject, personal data and processing** shall have the meanings ascribed to them in the Data Protection Legislation;
  - **Data Protection Legislation** means all applicable laws relating to data protection and privacy including (without limitation), the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and all amendments, or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance;
  - **End-User Personal Data** means the personal data that may be included by the End-User in the address book stored on the hard disk drive of the Covered Devices.
- 4.2 The types of personal data and data subjects, together with the scope, nature, purpose and duration of personal data processing that may take place under this Agreement are set out in Exhibit B. To the extent that Canon, in providing the Data Backup Service, processes Backup Data that includes End-User Personal Data, the End-User agrees that:
- (i) Canon acts as a processor only in respect of such End-User Personal Data and the End-User is the controller; and

- (ii) Canon shall only process the End-User Personal Data in accordance with the documented instructions given from time to time by the End-User, unless required to do otherwise by applicable law, in which case, Canon shall inform the End-User of the legal requirement before processing End-User Personal Data other than in accordance with the End-User's instructions, unless that same law prohibits Canon from doing so on important grounds of public interest..
- 4.3 If the End-User is in breach of its obligations under the Data Protection Legislation due to an act or omission of Canon, Canon shall not be liable for such breach where its act or omission arose from the End-User's instructions.
- 4.4 Canon warrants and undertakes in respect of all End-User Personal Data that it shall:
  - (i) implement appropriate technical and organisational measures to protect End-User Personal Data against unauthorised or unlawful processing against accidental loss, destruction, damage, alteration or disclosure;
  - (ii) without prejudice to any general obligations relating to confidentiality in the Service Contract, ensure that its personnel are subject to binding obligations of confidentiality with respect to End-User Personal Data; and
  - (iii) promptly, and without delay, notify End-User in writing of any actual, alleged, or potential unauthorised disclosure, loss, destruction, compromise, damage, alteration, or theft of End-User Personal Data
- 4.5 The measures implemented by Canon pursuant to condition 4.4.(i) are detailed in Exhibit B to this Agreement ("Technical and Organizational Measures"). The End-User acknowledges and agrees that it has reviewed the Technical and Organizational Measures and confirms that it considers those as appropriate and sufficient in relation to the processing by Canon and its sub-processors of the End-User Personal Data that may be included in the Backup Data.
- 4.6 The End-User shall promptly and without delay notify Canon in writing if it becomes aware of any breach of security in respect of the Data Backup Service or its use of the Data Backup Service.
- 4.7 Taking into account the nature and scope of the Data Backup Service provided by Canon, Canon shall, to the extent possible, provide such assistance as the End-User may reasonably require to comply with its obligations as a data controller, including in relation to data security, data breach notification, data protection impact assessment, prior consultation with data protection authorities, any enquiry, notice or investigation received from a data protection authority, and the fulfilment of data subjects' rights.
- 4.8 Canon shall make available to the End-User all information reasonably necessary to demonstrate its compliance with the obligations set out in this condition 4.
- 4.9 Canon shall not authorise any third party or sub-processor to process the End-User Personal Data other than with the prior written consent of the End-User, which shall be deemed provided in respect of any sub-processors engaged by Canon in accordance with the Agreement and prior to the date of this Agreement (namely Canon Inc. and Amazon Web Services).
- 4.10 The End-User hereby consents to the appointment of third party sub-processors provided that the End-User is:
  - (i) informed of the identity of the Sub-Processor and is given reasonable notice of any changes concerning the addition or replacement of other sub-processors;
  - (ii) is given the opportunity to object to such changes where it considers that such sub-processors do not provide sufficient guarantees under Data Protection Legislation, in which case it may terminate this Agreement provided that it exercises such right within 30 days of receiving notice of the proposed change.
- 4.11 Where Canon is a processor with respect to the End-User Personal Data, it shall impose obligations on its sub-processors that are the same as or equivalent to those set out in this Agreement by way of written contract, and shall remain liable to the End-User for any failure by a sub-processor to fulfil its obligations in relation to the End-User Personal Data.
- 4.12 Canon shall ensure that no End-User Personal Data is processed outside the European Economic Area without the express prior written consent of the End-User. If the End-User provides such consent, Canon shall put in place adequate safeguards which satisfy the requirements of the Data Protection Legislation.
- 4.13 In respect of any and all Backup Data (including, without limitation, where they include End-User Personal data), the End-User warrants and represents that it will comply in all respects and at all times with its obligations under the Data Protection Legislation and

this Agreement, and it has (and shall throughout the term of the Agreement have) all requisite rights, licences, authorities, permissions and/or consents (including, without limitation, where required, any statutory or regulatory rights, licences, authorities, permissions and/or consents) in order to permit Canon to process all Backup Data (including, without limitation, where they include End-User Personal Data) in accordance with the provisions of this Agreement.

The End-User shall indemnify Canon and keep Canon indemnified on demand for all and any costs (including, without limitation, reasonable internal management time costs), claims, damages, fees and expenses and/or statutory or regulatory fines suffered or incurred by it or for judgements made against it or settlements made by it as a result of any claim (of whatever nature) by any third party that Canon's access, storage, processing, copying or use of the Backup Data infringes and/or breaches the Data Protection Legislation, the rights, property, Intellectual Property rights of any third party.

Notwithstanding any other provision of this Agreement, the End-User's liability under or in connection with this condition 4 shall be unlimited.

## **5. Data Backup Service Additional Conditions**

5.1 Charges: There is currently no charge for the Data Backup Service.

5.2 Service Period and Termination of the Agreement:

- (i) This Agreement is effective on the date End-User, or its employees or agents, indicate acceptance of this Agreement at the DBS Website and remains in effect for a period of one (1) year thereafter. This Agreement will be automatically renewed for additional periods of one (1) year on each anniversary of the date that this Agreement is accepted by End-User (or its employees or agents), unless either party provides the other with written notice of termination at least one (1) month prior to the end of the then-current term.
- (ii) Either party terminate this Agreement at any time, by giving at least one (1) month prior written notice of termination to the other party.
- (iii) This Agreement may be terminated immediately by either party by written notice to the other if the other is in material breach of the terms of the Agreement (or any terms of the Service Contract) and the breach is incapable of remedy; or, if the breach is capable of remedy, if it fails to remedy the breach within 14 days of notice from the other party to do so.
- (iv) Upon termination of this Agreement, for whatever reason, End-User must promptly advise all End-User's employees or agents authorized to access the DBS Account that access thereto has been terminated.
- (v) Notwithstanding the foregoing, the provisions of this Agreement that are intended to survive any termination of this Agreement shall survive such termination.
- (vi) Subject to the foregoing, the Backup Data will be erased immediately following termination of the Agreement.

5.3 Suspension of the Data Backup Service: Without prejudice to condition 6.4 above or to any other rights that Canon may have at law or under this Agreement, Canon may suspend the provision of the Data Backup Service to the End-User immediately if any event that gives Canon a right to terminate this Agreement at law or under condition 5.3.(iii); or if Canon, acting reasonably, believes that suspension of the Data Backup Service is necessary to protect its End-Users, Intellectual Property Rights, data or the integrity of the Data Backup Service (for example, in the event of a denial of service attack).

## **6. Liability**

6.1 SUBJECT TO CONDITION 6.7 BELOW, THE DATA BACKUP SERVICE, DBS SOFTWARE AND RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DATA BACKUP SERVICE AND THE DBS SOFTWARE IS WITH THE END-USER. ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY APPLICABLE LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

- 6.2 CANON, ITS PARENT COMPANY, CANON INC, CANON AFFILIATES AND THEIR RESPECTIVE LICENSORS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DATA BACKUP SERVICE, DBS SOFTWARE AND RELATED SERVICES WILL MEET END USER REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. SUBJECT TO CONDITION 6.7 BELOW, CANON IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES NOT WHOLLY WITHIN THE CONTROL OF CANON, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, THE INTERNET, OR THE END-USER'S NETWORKS OR FACILITIES, AND THE END-USER ACKNOWLEDGES THAT THE DATA BACKUP SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS NETWORKS AND FACILITIES.
- 6.3 THE END-USER ACKNOWLEDGES THAT CANON, ITS PARENT COMPANY, CANON INC, CANON AFFILIATES AND THEIR RESPECTIVE LICENSORS SHALL NOT BE RESPONSIBLE FOR FACTORS OUTSIDE ITS OR THEIR CONTROL AFFECTING THE DATA BACKUP SERVICE, THE DBS SOFTWARE AND RELATED SERVICES.
- 6.4 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE END-USER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE DATA BACKUP SERVICE, THE DBS SOFTWARE AND RELATED SERVICES BY THE END-USER, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. CANON SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO CANON BY THE END-USER IN CONNECTION WITH THE DATA BACKUP SERVICE, DBS SOFTWARE AND RELATED SERVICES, OR ANY ACTIONS TAKEN BY CANON AT THE END-USER'S DIRECTION.
- 6.5 SAVE AS MAY BE EXPRESSLY AGREED BY CANON IN WRITING, CANON SHALL NOT BE LIABLE FOR ANY LOSS OF (OR CORRUPTION OF) ANY DATA BELONGING TO THE END-USER, NOR FOR ANY COSTS OF THEIR RE-CONSTITUTION EVEN WHERE SUCH LOSS OR COSTS ARE DETERMINED TO BE DIRECT LOSSES OR WHERE THE POTENTIAL FOR SUCH LOSS OR COSTS HAVE BEEN SPECIFICALLY DRAWN TO THE ATTENTION OF CANON BY THE END-USER. IN LIGHT OF CONDITION 6.7 AND THE CONSIDERATION PROVIDED BY THE END-USER AS SET OUT IN CONDITION 2.1 OF THIS AGREEMENT, THE END-USER AGREES THAT THE PROVISIONS OF THIS CONDITION 6.5 ARE REASONABLE IN THE CIRCUMSTANCES.
- 6.6 TO THE FULLEST EXTENT POSSIBLE PERMITTED BY THE RELEVANT GOVERNING LAW, IN NO EVENT SHALL CANON, ITS PARENT COMPANY, CANON INC., CANON AFFILIATES OR THEIR RESPECTIVE LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR OTHER COMPENSATORY, INDIRECT OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DATA BACKUP SERVICE, DBS SOFTWARE, AND RELATED SERVICES, OR USE THEREOF OR INABILITY TO USE, EVEN IF CANON, ITS PARENT COMPANY, CANON INC. OR THEIR RESPECTIVE LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME COUNTRIES OR LEGAL JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FRAUD OR PERSONAL INJURY OR DEATH RESULTING FROM NEGLIGENCE ON THE PART OF SERVICE PROVIDER, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 6.7 NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS A LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 7. Notices

Notices to be given under this Agreement by Canon to the End-User in connection with the Data Backup Service (including, without limitation, those that are stated to be made "in writing"), without prejudice to any other means of giving notices at law or under this

Agreement, may be made by e-mail to the End-User or by publishing such notice on the DBS Website portal. Notices will be deemed to have been received if sent by email by an End-User when Canon sends an End-User an automated acknowledgement of receipt response signifying that Canon has received the End-User's email notice. In all other cases, notice will be deemed to have been received two (2) working days after despatch.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the law that governs and applies to Your Service Contract. Each party irrevocably agrees that, for the sole benefit of Canon, that, subject as provided below, the relevant courts of the country of the governing law (in accordance with this condition 9) shall have exclusive jurisdiction to settle over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this condition shall limit the right of Canon to take proceedings against the End-User in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## **9. Amendments to the Agreement**

The End-User acknowledges and agrees that Canon may from time to time amend this Agreement upon giving to the End-User at least one month's prior written notice. Continued use by the End-User of the Data Backup Service after the expiry of the notice period shall be construed as consent by the End-User to the amendment.

## **10. Third party rights**

Other than Canon Affiliates (who shall be entitled to enforce any rights they may have under this Agreement), a person who is not a party to this Agreement has no right to enforce any part of this Agreement.

## **11. Waiver**

The parties' rights and obligations under this Agreement will not be affected if either party does not enforce, or delays enforcing, any of the terms and conditions of this Agreement.

## **12. Severance**

If (and to the extent that) a condition shall be determined to be invalid, unlawful or unenforceable, it shall (to that extent) be severed from the remaining conditions of this Agreement which shall continue to be valid to the fullest extent permitted by law. Both parties will negotiate in good faith with a view to substituting the affected condition (or part) with a valid and enforceable condition which achieves, to the greatest extent possible, the economic legal and commercial objectives of the affected condition.

## **13. Entire Agreement**

The Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes any conditions and/or statements which may appear on any other documentation, email or other correspondence between the parties and all prior understandings, representations or communications.

## **14. Assignment**

The End-User may not assign or sub-contract any of its interests, rights or obligations under this Agreement without the express prior written permission of Canon.

## **EXHIBIT A COOKIE NOTICE**

Cookies are data files placed on a device when it is used to interact with the Data Backup Service through the DBS Website. The DBS Website uses session Cookies to enable the Data

Backup Service functionality. The table below show the session Cookies that may be stored on your computer whilst visiting the DBS Website and using the Data Backup Service.

Name	Description	Expiration (i.e. when the cookie is deleted from your device)
Ccb-Authentication	Contains login Information	After your browsing session is finished
cookieInfo	Contains temporary information during login	After completion of login
requestPath	Contains temporary information during login processing	After completion of login
lastLoginDateTime	Contains last login date and time	After your browsing session is finished
loginType	Contains login type information that logged in with user ID and password	After your browsing session is finished
JSESSIONID	ID of your browsing session.	After your browsing session is finished

Please be aware that if you disable or reject Cookies, We cannot obtain the information necessary to login in the DBS Website and You will not be able to use the Data Backup Service

## EXHIBIT B

### DESCRIPTION OF THE PROCESSING AND TECHNICAL AND ORGANIZATIONAL MEASURES

#### 1. Description of the processing

- a) Types of personal data: The End-User Personal Data as defined in condition 4 of these Terms, including names, business email addresses and business telephone/fax numbers.
- b) Data subjects: The data subjects are limited to End-User ´s data subjects in the address book stored on the hard disk drive of the Covered Devices and users who administer the service and provide support services, including End-User ´s administrative personnel.
- c) Scope and Nature: The scope of processing is limited to provision of the Data Backup Service, as defined in this Agreement, Considering the nature of the Data Backup Service, Backup Data will not be available to any user of the service.
- d) Purpose: The purpose of processing is the performance of this Agreement. Any personal data processed will only be used for the provision of the Data Backup Service.
- e) Duration: The duration of retention of any personal data is limited to the Service Period and all Backup Data will be erased immediately following termination of the Agreement.

#### 2. Technical and Organizational Measures

##### Secure Communication

On all the communications paths between the Data Backup Service (Cloud Server) and the connected devices or the web browser the user uses for the Data Backup Service are all HTTPS-encrypted. Our servers on the cloud have installed the server certificate by DigiCert, and the data managed by the server is TLS encrypted.

##### User Authentication and Password Storage

To prevent information leaks of authentication codes via theft, the Data Backup Service takes the countermeasures such as a password to access the DBS portals. The passwords are stored with an irreversible algorithm (confidential) on the cloud server.

##### Tenant Isolation

Each created DBS Account is logically separated from other instances via the so called tenant isolation. That way it can be assured that no personal data is mixed up with data from e.g. other accounts. All Backup Data is encrypted on the Covered Devices, during Secure Communication and in the DBS Account.

#### **Data Centre**

The Data Backup Service is hosted in Amazon Web Services data centres in the European Union. More information about Amazon Web Services and its security and compliance features can be found at the website: <https://aws.amazon.com/compliance/data-center/data-centers/>.

#### **Role Concept**

Each Data Backup Service instance allows to define user roles for known user which restricts access to certain information or configuration options if necessary. That way, it can be assured that information is only available to those users who have to create, edit or update data.

### **EXHIBIT C**

#### **IMPORTANT**

#### **CANON SOFTWARE LICENSE AGREEMENT**

**READ THIS AGREEMENT BEFORE CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS STATED BELOW. BY CLICKING THE BUTTON, YOU AGREE TO BE BOUND BY TERMS AND CONDITIONS OF THIS AGREEMENT.**

This document is a license agreement (the "Agreement") between you and Canon Inc. ("Canon"), and governs your use of a software program provided to you together with this Agreement (the "SOFTWARE"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE BUTTON AND CEASE THE DOWNLOAD OR INSTALLATION OF THE SOFTWARE, OR PROMPTLY RETURN THE PACKAGE INCLUDING THE SOFTWARE WITH PROOF OF PAYMENT, TO A CANON'S SUBSIDIARY, AFFILIATE, THEIR DISTRIBUTOR OR DEALER WHERE YOU OBTAINED IT. IF THE RETURN IS WITH PROOF OF PAYMENT, IT WILL BE REFUNDED.

#### **1. GRANT OF LICENSE:**

(a) Canon grants you a personal non-exclusive license to install the SOFTWARE on multifunctional and/or single functional digital printing devices with MEAP functions to use ("use" includes display, access and execute) the SOFTWARE, solely for internal business use.

(b) You may allow users of the multifunctional and/or single functional digital printing devices as set forth above to use the SOFTWARE; provided, however, that you shall impose the restrictions and obligations borne by you in the Agreement on such users, and shall bear all responsibilities and liabilities to have such users comply with such restrictions and obligations.

(c) You may make one copy of the SOFTWARE solely for back-up purposes.

(d) Except as expressly provided herein, no license or right, express or implied, is hereby conveyed or granted by Canon to you for any intellectual property of Canon and its licensors.

#### **2. RESTRICTIONS:**

(a) Except as expressly provided herein, you shall not assign, sublicense, distribute, sell, rent, lease, loan, convey or transfer the SOFTWARE to any third party.

(b) To the full extent permitted by applicable law, you shall not decompile, disassemble, reverse engineer or otherwise reduce the code of the SOFTWARE, in whole or part, to human readable form, and not allow any third party to do so.

(c) You shall not alter, modify, amend, revise, translate or otherwise create derivative works based on whole or any part of the SOFTWARE, and not allow any third party to do so.

#### **3. COPYRIGHT NOTICE:**

You may not modify, remove or delete any copyright notice of Canon or its licensors contained in the SOFTWARE, including any copy thereof.

#### **4. OWNERSHIP:**

Canon or its licensors retains in all respects the title, ownership and Intellectual Property Rights in and to the SOFTWARE.

#### **5. EXPORT CONTROL:**

You agree to comply with all export laws and restrictions and regulations of the country involved, and not to export or re-export, directly or indirectly, the SOFTWARE in violation of any such laws, restrictions and regulations, or without all necessary approvals.

#### **6. SUPPORT AND UPDATE:**

Canon, Canon's subsidiaries and affiliates, their distributors and dealers and Canon's licensors are not responsible for maintaining the SOFTWARE, helping you to use the SOFTWARE or providing you with any updates, fixes or support for the SOFTWARE hereunder. However, in the event you separately execute an agreement with a Canon's subsidiary, affiliate, their distributor or dealer with respect to such updates, fixes or support for the SOFTWARE, you will receive from them such updates, fixes or support under such agreement.

#### **7. DISCLAIMER OF WARRANTIES AND LIABILITY:**

##### **LIMITED WARRANTY.**

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME STATES, PROVINCES, OR LEGAL JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, OR JURISDICTION TO JURISDICTION.

CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS OR DEALERS OR CANON'S LICENSORS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

However, Canon or Canon's subsidiary or affiliate warrants the media on which the SOFTWARE is stored (if any) to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date you obtained the same as evidenced by a receipt or otherwise.

##### **END-USER REMEDIES.**

Canon, Canon's subsidiaries and affiliates, their distributors and dealers and Canon's licensors' entire liability and your exclusive remedy shall be the replacement of the media not meeting the LIMITED WARRANTY set forth above. The LIMITED WARRANTY does not apply if failure of the media has resulted from accident, abuse or misapplication of the SOFTWARE and may not extend to anyone other than you.

##### **NO LIABILITY FOR DAMAGES.**

IN NO EVENT SHALL CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS, DEALERS OR CANON'S LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR OTHER COMPENSATORY, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE SOFTWARE, USE THEREOF OR INABILITY TO USE THE SOFTWARE EVEN IF CANON, CANON'S SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS, DEALERS OR CANON'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR LEGAL JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FRAUD OR PERSONAL INJURY OR DEATH RESULTING FROM NEGLIGENCE ON THE PART OF SELLER, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

##### **RELEASE OF LIABILITY.**

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE CANON, CANON'S SUBSIDIARIES AND AFFILIATES, THEIR DISTRIBUTORS AND DEALERS AND CANON'S LICENSORS FROM ANY AND ALL LIABILITY ARISING OUT OF, OR RELATED TO, ALL CLAIMS CONCERNING THE SOFTWARE OR ITS USE.

#### **8. TERM:**

(a) This Agreement is effective upon your acceptance hereof by clicking the button indicating your acceptance as stated below and remains in effect unless you terminated as provided herein.

(b) You may terminate this Agreement by destroying the SOFTWARE including any and all copies thereof.

(c) This Agreement shall immediately terminate if you fail to comply with any of the terms and conditions of this Agreement.

(d) In the event that this Agreement terminates for any cause, your failure to comply with this Agreement, in addition to Canon enforcing its respective legal rights, you must immediately destroy the SOFTWARE including any and all copies thereof.

(e) Notwithstanding the foregoing, Sections 2, 4 through 8, 10 and 11 shall survive any termination of this Agreement.

**9. U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE:**

A "US Government End User" shall mean any agency or entity of the government of the United States. If you are a US Government End User, the following shall apply: The SOFTWARE is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users shall acquire the SOFTWARE with only those rights set forth herein. The Manufacturer is Canon Inc./30-2, Shimomaru-ko 3-chome, Ohta-ku, Tokyo 146-8501, Japan.

**10. SEVERABILITY:**

In the event that any provision of this Agreement is declared or found to be illegal by any court or tribunal of competent jurisdiction, such provision shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions of this Agreement shall remain in full force and effect.

**11. ACKNOWLEDGMENT:**

BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS STATED BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND CANON CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND CANON RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF CANON.

Should you have any questions concerning this Agreement, or if you desire to contact Canon for any reason, please write to Canon's sales subsidiary, affiliate or distributor/dealer, serving the country where you obtained the products.

No. I010G017889

## 3.2 ADDENDUM FOR ONLINE SERVICES

This Addendum applies where a Customer (or any User) uses relevant Online Services, or where a Customer wishes to purchase access to or place an Order for Online Services with Canon.

There may be circumstances where this Addendum is presented digitally such as on a Customer's tenant and a Customer shall signify acceptance by clicking either an accept button, or by taking some other affirmative action to signify acceptance, such as by digitally signing up to this Addendum.

In all cases, the terms in this Addendum shall be binding on any Customer and their Users when the relevant Online Services are used. Any person(s) accepting this Addendum on behalf of an entity represent that they have the authority to bind such entity to the terms of this Addendum.

### 1. Provision of Online Services

1.1 The Online Services will be provided by Canon and/or a Sub-contractor in accordance with the relevant Online Services Description from the relevant Online Services Start Date subject to:

- a) Customer's compliance with clause 7 (Customer Obligations) of this Addendum;
- b) Customer's use of the Online Services complying with and being within the relevant Usage Parameters for the relevant Online Service; and
- c) Customer's payment to Canon of the Charges for the Online Services.

1.2 If no Online Services Start Date is identified in the Order/Agreement, then the Online Services Start Date shall be the date that Canon notifies the Customer in writing (and at Canon's sole discretion) as being the date on which Canon will grant access to the Customer to use the relevant Online Services.

1.3 If no minimum term for the relevant Online Service is detailed in the Order and/or Agreement, subject always to the parties' respective termination rights as set out in this Addendum, the minimum term that shall apply to the Online Services shall be [1 year].

1.4 The Customer may access the Online Services subject always to the restrictions and limitations (if any) set out or referred to in this Addendum, the Acceptable Use Policy, the Agreement, the Order and/or in the relevant Online Services Description (together the "Usage Parameters").

1.5 Notwithstanding any Charges, Additional Charges or other sums that may become payable in respect of use by the Customer of the relevant Online Services that is in excess of the Usage Parameters, the Customer acknowledges and agrees:

- a) that Canon has no obligation to provide the relevant Online Services to the Customer to the extent this would be a provision by Canon that is in excess of the Usage Parameters; and
- b) that no service levels, KPI's or other service standards (if any) shall apply to such provision by Canon or use by the Customer.

Subject to the foregoing, if Canon, in its sole discretion, provides the relevant Online Services in excess of the Usage Parameters, the Customer acknowledges that the terms in this Addendum shall apply to such provision of Online Services by Canon to Customer.

1.6 Unless otherwise specifically agreed by Canon in writing or as otherwise specified in an Online Service Description, the relevant Online Services may be accessed and used by the Customer solely for the Customer's internal business operations. The Customer may not sub-provide, grant or permit access to the Online Services to any third party without the prior written consent of Canon. Customer may permit Users to use the Online Services (where applicable) and Customer shall ensure all Users comply with the Addendum and agrees that it shall solely be responsible and liable for the use of the Online Services by any such User. Without prejudice to any other rights that Canon may have at law or otherwise, Canon may suspend the provision of the Online Services immediately and/or terminate this Addendum immediately if Canon, in its reasonable opinion, believes that the Customer is in breach of this clause 1.6.

1.7 Customer acknowledges that a Software Owner may make changes to Online Software included within an Online Service at any time including, but not limited to changes or updates in relation to the infrastructure, security, technical configurations and application features), together with making such patches or bug-fixes as may be required.

### 2. Charges

**2.1** Unless Canon specifies otherwise, the Charges shall be invoiced by Canon to the Customer as outlined in the Order and/or Agreement (as applicable) and are due and payable in accordance with those terms and/or the terms on the invoice (as applicable).

**2.2** Customer is responsible for any taxes and or similar charges that apply to their Order (for the avoidance of doubt, these will be in addition to the Charges paid and/or payable by Customer to Canon).

**2.3** If Customer reasonably disputes an invoice, it must promptly notify Canon of receipt of such invoice and must provide sufficient detail on the dispute. Customer must still pay Canon all undisputed amounts, including for the invoice in question and all other invoices, as it continues to use the Online Service, within the applicable payment period.

**2.4** Unless Canon agrees otherwise in an Order or the Agreement, Canon reserves the right to increase prices in relation to the Online Services and any associated services, for any reason, including but not limited to indexation and/or complying with any applicable legal requirements. Where Canon intends to increase pricing, it shall provide the Customer with notice, before such increase takes effect.

### **3. Acceptable Use**

**3.1** Throughout the term of the Agreement the Customer shall comply with the relevant Online Services Acceptable Use Policy when using the Online Services. Where the Customer authorises any User to access the Online Services, the Customer shall ensure that such User complies with the Online Services Acceptable Use Policy and the terms of this Addendum.

**3.2** The Customer acknowledges and agrees that it has obtained a copy of, and that it has read, the Online Services Acceptable Use Policy prior to using the Online Services

### **4. Data Protection**

#### **4.1 Online Services**

a) Canon is a data processor in respect of the Customer Personal Data that Customer uploads into the Online Services.

#### **4.2 Support Services**

a) Where Customer contacts Canon's helpdesk for support services, Canon acts as a Data Controller and in accordance with its own policies and its privacy notice.

b) In respect of support services, there may be circumstances where Canon acts as a Data Processor, for example where Customer grants Canon or its representatives' access to their tenant environment.

**4.3** Details about the Customer Personal Data to be processed by Canon and any processing activities may also be set out in the relevant Online Service Description and the processing referred to above is covered in the Data Processing Addendum relevant to the Online Service.

### **5. Software Licences**

**5.1** Where the provision of the Online Services requires the installation by the Customer of Installed Software (as detailed in the relevant Online Services Description):

a) the Customer shall install (or procure the installation of) the Installed Software on or into its environment to enable the Customer to access and use the Online Services; and

b) where in the Online Services Description it states that a EULA applies to the use of the relevant Installed Software, the Customer agrees that the use of the Installed Software by the Customer shall be governed by, and that the Customer shall comply with, the terms of the relevant EULA.

c) where no EULA is stated to apply, the Customer agrees to use the Installed Software only to the extent the Customer requires to do so to use and access the Online Services during the term set out in the relevant Order, the Agreement or this Addendum; and

d) notwithstanding clauses 5.1 a), b) and c), above, if and to the extent any open source software is included in the Installed Software, the Customer agrees that the relevant open source licence terms shall apply instead in respect of the affected part of the Installed Software.

### **6. Canon's Obligations**

**6.1** In addition to Canon's obligations listed in clause 1, Canon will provide support services and professional services, with reasonable care and skill, at least to industry standard, as further outlined in either the Order form, the Online Service Description, this Addendum and/or the Agreement.

**6.2** Notwithstanding any other provision of this Addendum, Canon:

a) does not warrant that the Customer's use of the Online Services will be uninterrupted or error-free; and

b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities not wholly within the

control of Canon, including, for example and without limitation, the internet, Customer networks or equipment owned by Customer and the Customer acknowledges that the Online Services may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.

**6.3** Save as set out in the relevant Online Service Description and relevant Data Processing Addendum, the Customer acknowledges and agrees that in providing the Online Services, Canon is not providing to the Customer (and Canon shall have no responsibility for) data back-up and disaster recovery services for the Customer under the Online Services (including, without limitation, in respect of Customer Data). Accordingly, it is up to the Customer itself to determine its own level and methods of data back-up and disaster-recovery facilities in relation to the Online Services (and Customer Data) including, but not limited to Customer independently, arranging with any appropriate third party provider any copying, recording or other storage of or any back-up or other copy of Customer Data (and the timing and frequency thereof) as the Customer may determine as being necessary from time to time.

## **7. Customer's Obligations**

**7.1** The Customer shall:

**a)** provide Canon with:

all necessary co-operation in relation to Canon's provision of the Online Services as laid out in this Addendum and the Online Service Description; and

all necessary information and access to such information as may reasonably be required by Canon to enable it to provide the Online Services;

**b)** comply with all applicable laws and regulations with respect to its activities under the Agreement, this Addendum and any other relevant documentation, such as the Acceptable Use Policy, the Data Processing Addendum and the Online Service Description;

**c)** perform the Customer Obligations in a timely and efficient manner;

**d)** ensure that any individual that it permits access or use of the Online Services to complies with the terms and conditions of the Acceptable Use Policy, this Addendum and where applicable, with the Agreement;

**e)** obtain and maintain all necessary licences, consents, and permissions necessary for Canon, its Sub-Contractors, Sub-Processors, Software Owners and agents to perform its or their obligations under this Addendum (and any other relevant terms/addendums/documentation referred to herein) and the Agreement (including, without limitation, in respect of Customer Data);

**f)** protect any data used to access the Online Service from unauthorised access;

**g)** ensure any data, information or content used by Customer and the Customer Data is free of any viruses or harmful content prior to uploading the same on the Online Services and/or using the same in relation to the Online Services and the Installed Software;

**h)** be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Canon's (or Canon's agents') data centres, and shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and

**i)** Unless specified otherwise by Canon, be responsible for deleting and/or backing up their Customer Data prior to the provision of the Online Services coming to an end.

## **8. Proprietary Rights**

**8.1** The Customer acknowledges and agrees that Canon and/or its licensors (including Software Owners) own all Intellectual Property Rights in the Online Services, any Online Software or Installed Software provided or used by Canon in their provision of the Online Services and in any documentation provided by Canon in respect of or connected to the Online Services and in any and all enhancements, modifications, corrections and derivative works thereto. Except as expressly stated in this Addendum, this Addendum does not grant the Customer any rights to, or in, any patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Online Services, software or such documentation.

**8.2** Online Services may, from time to time, be stated on any portal or other access website/extranet (or in any documentation relating to the services) to be "Powered by" (or other similar wording) a particular Canon or third party application or platform which may also include a Canon or third party trade mark, trade name or other device or logo. Canon grants to the Customer no rights in and to any such Canon or third party trade mark, trade name or other device or logo other than as is necessary for the Customer to access and use

the Online Services. To be clear, Canon makes no representation nor gives any warranty that the Online Services will throughout the term specified in your Order, the Agreement or in this Addendum be “powered by” (or similar wording) by the stated Canon or third party application or platform. Canon may, at any time, remove, substitute or otherwise change the “Powered by” (or other similar wording) reference without notice to the Customer.

**8.3** In accessing any part of the Online Services, the Customer may view pages (including, without limitation, web or other online pages), screenshots or other information (which may include a Canon or third party trade mark, trade name or other device or logo) relating to a particular Canon or third party application or platform. Canon makes no representation nor gives any warranty that the Online Services will throughout the term always use that particular Canon or third party application. Canon may, at any time, remove, substitute or otherwise change that particular Canon or third party application without notice to the Customer provided that the functionality and performance of the Online Services are not adversely affected.

**8.4** To the fullest extent permitted by applicable law, the Customer may not:

- a) reverse engineer, decompile or disassemble the Online Software or Installed Software, or any part thereof;
- b) modify, create derivative works from, distribute, transmit, transfer, licence, sublicense, sell, market or lease any portion of the Online Software or Installed Software, or any data or information made available to You through or contained within the Online Services, including (without limitation) any text, documents, reports, charts, logos, buttons, icons, images, market data or other data, screenshots, audio and video recordings, graphics, photographs, still and moving images, sound illustrations, information, software products and services and the arrangements of all such data within the Online Services;
- c) interrupt or attempt to interrupt the operation of the Online Software or Installed Software in any way or impair anyone else’s use thereof; or
- d) remove or obscure any trade mark symbols, copyright notices or other Intellectual Property Rights notices in the Online Services, Online Software and/or Installed Software.

## **9. Termination of this Addendum**

**9.1** Unless specified otherwise in the Order and/or Agreement, this Addendum and the provision of Online Services:

**9.1.1** may be terminated by either party with effect from the end of the stated minimum term or at the end of each renewal term thereafter on at least sixty 60 days’ prior written notice by one party to the other.

**9.1.2** may be terminated immediately by either party by written notice to the other if the other is in material breach of the terms of the Agreement and/or this Addendum and any other terms, addendums or policies referenced herein, if:

- a) the breach is incapable of remedy; or
- b) the breach is capable of remedy, if it fails to remedy the breach within 14 days’ of notice from the other party to do so.

**9.2** Unless explicitly agreed otherwise between the Parties, such as in the Order and/or Agreement, for the avoidance of doubt, where this Addendum is terminated, Customer’s access to the Online Services will terminate on the date of termination and Canon shall not be subject to any post-termination obligations or services.

## **10. Suspension of Services**

**10.1** Without prejudice to clause 0 (Termination) above or to any other rights it may have at law or under this Addendum and/or the Agreement, Canon may suspend the provision of the Online Services to the Customer immediately if:

- a) any event that gives Canon a right to terminate this Addendum at law or under clause 9.1 above occurs; or
- b) Customer has failed to pay any Charges for the Online Services when they were due; or
- c) Canon, acting reasonably, believes that suspension of the Online Services is necessary to protect its customers, Intellectual Property Rights, data or the integrity of the Online Services (for example, in the event of a denial of service attack); or
- d) Canon needs to undertake urgent maintenance work, even outside of the agreed maintenance window; or
- e) acting reasonably Canon finds that Customer and/or any of its Users have not complied with this Addendum, including the referenced Acceptable Use Policy for the relevant Online Service and any other relevant terms or policies referred to herein.

## **11. Liability**

**11.1** Unless otherwise explicitly specified by Canon:

a) the liability provisions hereunder relate to the Online Services, covered by this Addendum. This includes any software connected to the Online Services, such as Installed Software or Online Software, only insofar as no EULA or other terms cover liability provisions for the Installed Software and/or Online Software.

b) Where more than one Online Service is sought by Customer and is covered by this Addendum, this liability clause in its entirety (and particularly clause 11.5) applies to each of the Online Services individually and not collectively. For the avoidance of doubt the liability cap referred to below is applicable to each of the Online Services individually and should not be interpreted or construed as a collective cap.

**11.2** Except as expressly and specifically provided within this Addendum:

a) the Customer assumes sole responsibility for results obtained from its or its Users use of the Online Services, and for conclusions drawn from such use. Canon shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Canon by the Customer in connection with the Online Services, or any actions taken by Canon at the Customer's direction;

b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Addendum; and

c) Canon shall not be liable for any loss of (or corruption of) any Customer Data nor for any costs of their re-constitution even where such loss or costs are determined to be direct losses or where the potential for such loss or costs have been specifically drawn to the attention of Canon by the Customer. In light of clause 6.3 and the level of the charges payable by the Customer under the Agreement, the Customer agrees that the provisions of this clause 11.2 are reasonable in the circumstances.

**11.3** Nothing in this Agreement shall limit or exclude the liability of either party for:

a) death or personal injury resulting from negligence;

b) fraud or fraudulent misrepresentation;

c) breach of the terms implied by law, which cannot be excluded by law; and

d) the Customer's liability under clause 12.6.

**11.4** Subject to clause 11.3, Canon and their respective affiliates, agents, directors, employees, suppliers or licensors will not be liable to the Customer whether in tort (including for negligence), breach of statutory duty, contract, misrepresentation or otherwise for the following:

a) loss of profit;

b) loss of goodwill;

c) loss of, or impact on, business or contracts;

d) loss of business opportunity;

e) loss of anticipated savings or revenue;

f) wasted expenditure;

g) loss or corruption of data or information; or

h) any special, indirect or consequential loss suffered by the Customer or any third party.

**11.5** Subject to clauses 11.3 and 11.4 the total aggregate liability of Canon and their respective affiliates, agents, directors, employees, suppliers or licensors:

a) in relation to each of the Online Services and this Addendum (and any other documentation, terms or policies referenced herein applicable to the Online Services); and

b) resulting from Canon's provision of or Customer's use of, or inability to use, the Installed Software, the Online Software and/or the relevant Online Services whether in tort (including negligence), breach of statutory duty, contract, misrepresentation, restitution or otherwise and in respect of personal data shall be limited to:

a. 100% of the Charges either paid by the Customer for the relevant and corresponding Online Services that were the subject of the claim in the twelve (12) months prior to the event giving rise to the applicable cause of action; or

b. 100% of the Charges payable by Customer for the relevant and corresponding Online Services that were the subject of the claim within the first 12 months where 12 months have not yet elapsed.

## **12. Intellectual Property Rights Indemnification**

**12.1** Subject to the limitations in or referred to in clause 0 above, Canon shall indemnify the Customer against any final judgment, award or settlement made against the Customer by a third party (other than an affiliate of the Customer) alleging that any portion of the Installed

Software or Online Services infringe any Intellectual Property Rights of such third party in the territory the Customer is located in (an "Infringement Claim").

**12.2** Canon shall, at its option and expense, either (i) replace the Installed Software or Online Services with a comparable non-infringing product or service without material reduction in functionality, (ii) modify the Installed Software or the Online Services, (iii) take other action so that the Installed Software or the Online Services become non-infringing, (iv) procure the right of Customer to continue using the Installed Software or Online Services or (v) if none of the foregoing options is practicable in Canon's reasonable opinion terminate the provision of the Online Services/this Addendum.

**12.3** Canon's obligations in clauses 0 and 0 above, are expressly conditioned upon and subject to:

- a) Canon having sole control of the defence and/or settlement of such Infringement Claim,
- b) the Customer notifying Canon in writing of such Infringement Claim as soon as reasonably practicable and giving Canon authority to proceed as set forth in clause 12.3 (a) above,
- c) the Customer, if requested by Canon and at Canon's cost, giving Canon all relevant and reasonable information known to the Customer relating to such Infringement Claim and otherwise reasonably cooperating with Canon in the defence and/or settlement of such Infringement Claim, and,
- d) the Customer not admitting liability.

**12.4** Canon shall have no obligation to Customer with respect to any Infringement Claim if such Infringement Claim is based upon:

- a) Customer's use of the Online Services or Installed Software in a manner prohibited by this Addendum; or
- b) the combination, operation, or use of the Installed Software or Online Services with software or hardware that was not provided or which use was not authorised in writing by Canon, if the Customer's liability for such Infringement Claim would have been avoided in the absence of such combination, use, or operation and if Canon has not consented in writing to such combination, use or operation; or
- c) due to the Customer's, or its users, employees or agents' modification of the Installed Software or use of the Online Services, if Customer's liability for such Infringement Claim would have been avoided in the absence of such modification; or
- d) infringement caused by Canon following the Customer's instructions.

**12.5** The provisions of clauses 0 to and including 0 above shall replace and supersede any other obligations of Canon in respect of indemnification of the Customer for Intellectual Property Rights in relation to the Online Services covered by this Addendum (and any associated software, such as Installed Software and Online Software, only insofar as the associated software is not covered by a EULA and liability and indemnity provisions outlined therein).

**12.6** The Customer shall indemnify, defend and hold Canon, harmless from and against any and all losses (including without limitation, claims, costs, management time, and legal fees) suffered by, or resulting from or arising out of any action brought by a third party against Canon, its officers, directors, employees, affiliates, representatives or customers arising from or relating to:

- a) any violation of any term of this Addendum by Customer, its Users, employees or agents that breaches the Intellectual Property Rights of Canon or any of its licensors (including the Software Owners);
- b) use of the Installed Software, Online Software or Online Services in any violation of law, rule or regulation by the Customer or its employees or agents; or
- c) any misuse of Confidential Information in violation of the Agreement and this Addendum.

### **13. Customer Data**

**13.1** The Customer and its licensor(s) (if any):

- a) shall own all rights, title and interest in and to all of the Customer Data and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- b) warrants and represents that in respect of any and all Customer Data (including, without limitation, where they include Customer Personal Data) that it has (and shall throughout the term have) all requisite rights, licences, authorities, permissions and/or consents (including, without limitation, where required, any statutory or regulatory rights, licences, authorities, permissions and/or consents) in order to permit Canon to process all Customer Data (including, without limitation, where they include Personal Data) in accordance with this Addendum.

**13.2** Without prejudice to clauses 6.3 above and to Canon's limitation of liability in clause 11.2 (c) above;

**a)** Canon shall follow its own archiving procedures (if any) for Customer Data only where set out in the relevant Online Services Description; and

**b)** in the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Canon to use reasonable commercial endeavours to restore to the Hosted System the lost or damaged Customer Data from the latest back-up (if any) maintained by Canon in accordance with the archiving procedure (if any) described in the relevant Online Services Description. To be clear, nothing in the Agreement shall oblige Canon to re-constitute Customer Data that has been lost or damaged if such Customer Data is not contained within the most recent back-up (if any) or where a data back-up feature or service is not specified within the applicable Online Services Description.

**13.3** Where this Addendum and the provision of Online Services is terminated by notice of either of the parties to the other (save in circumstances where the Customer is in breach of the this Addendum or is otherwise in default) and subject always to the Customer first paying all sums that are due to Canon (including, but without limitation, any accrued but unpaid charges or other payments in connection with the Online Services), Canon may make the Customer Data available for transfer to the Customer for up to one month after the date of termination, only where such Customer Data has been retained and only if specified in either the relevant Online Services Description or in the relevant Data Processing Addendum. Where a data transfer request is made on or after the termination of the relevant Online Services, Canon shall also charge for (and the Customer shall pay prior to such data transfer) for such data transfer at Canon's then prevailing rates for such data transfers (as determined by Canon from time to time and which may also, to be clear, include an amount relating to the storage and archival costs incurred by Canon for the Customer Data after termination of the Online Services and any security protocols or standards that may have been applied to the Customer Data).

**13.4** Subject to the foregoing and to clause 4 (Personal Data), Customer Data stored within the Online Services will be erased within a reasonable period of time post termination of the provision of the Online Services, unless otherwise agreed with or notified to the Customer in writing. If the provision of the Online Services is terminated as a result of the breach or default of the Customer (including, without limitation, due to an insolvency event of the Customer) Canon is under no obligation to retain any Customer Data, or to make such Customer Data available to the Customer, or to transfer them to the Customer after termination of this Addendum/the provision of the Online Services, subject always to its obligation to return or delete Customer Personal Data as per the relevant Data Processing Addendum.

**13.5** Canon shall, in any event, if it has not already done so erase all Customer Data held by it within the Online Services, twelve months after termination of the provision of the Online Services, regardless of the circumstances.

**13.6** Canon may access and use Customer Data solely to provide and maintain the Online Services and any associated software or services (such as professional and/or support services). For the avoidance of doubt and notwithstanding any other clause referring to erasure or retention within this Addendum, where Canon is acting in its capacity as Data Controller (such as under clause 4 Personal Data for support services) it shall retain Customer Data in accordance with its own policies.

**13.7** Where applicable and where Customer is notified of the same, Canon may collect usage data, which will be anonymised and aggregated, for the purposes of optimising the Online Services and for general service improvement.

#### **14. Confidentiality**

**14.1** The Online Services and the Installed Software or other software used in the Online Services contain confidential and/or proprietary information of Canon and/or its licensors. The Customer shall not use the Online Services or other information received from Canon relating thereto, except to the extent expressly permitted herein. The Customer will not disclose the Online Services or such information to any third party, except to the extent expressly permitted herein; provided, however, that such non-disclosure obligation will not apply to such information that is already in the public domain or which becomes part of the public domain through no wrongful act of the Customer or any third party.

**14.2** In the event Canon receives the Customer's confidential information as a consequence of providing the Online Services then clause 14.1 shall apply and protect such confidential information. For the avoidance of doubt, transmission of Customer Data and Customer

Personal data for processing pursuant to the Online Services does not constitute disclosure as referenced herein.

**14.3** The Customer acknowledges that if this clause 14 is breached, injunctive relief may be sought in addition to damages or other remedies available, in accordance with this Addendum.

## **15. Notices**

**15.1** Notices to be given under this Addendum in connection with the Online Services will be governed by the provisions on notices within the Agreement. Where there are no provisions on notices, then any notices said to be "in writing" without prejudice to any other means of giving notices at law or under this Addendum, may be made by either Party via e-mail, by writing to their registered address as specified in the Order, or by Canon to the Customer by publishing such notice on the Online Services portal or via the Online Services accessed by the Customer.

## **16. Amendments to the Addendum and other terms or documentation referred to herein**

**16.1** The Customer acknowledges and agrees that Canon may from time to time amend the terms in this Addendum. Continued use by the Customer of the Online Services after the amendment shall be construed as acceptance by the Customer of the said amendment. Notwithstanding the foregoing, if the amendment proposed by Canon is to take effect prior to the end of the minimum term of the Online Services, if the Customer, in such circumstances, objects to the proposed amendment to the Addendum, the Customer shall, prior to the end of the notice period given by Canon relating to such proposed amendment, give written notice to Canon that the Customer objects to the proposed amendment. If the Customer in such circumstances so objects and gives Canon notice to that effect in accordance with this clause, the amendment shall not take effect until the expiry of the relevant minimum term specified within the Order and/or alternatively this Addendum. Use by the Customer of the Online Services after the expiry of the minimum term shall be construed as consent by the Customer to the amendment (even if the Customer has previously objected to such proposed amendment in accordance with this clause).

**16.2** Notwithstanding the aforementioned, Customer acknowledges and agrees that Canon (or any applicable Software Owner) may from time to time update, amend and change the Acceptable Use Policy, EULA and Data Processing Addendum. The revised Acceptable Use Policy, EULA and Data Processing Addendum shall become effective 30 days from the date of revision.

## **17. Betas/free trials**

**17.1** Customer acknowledges that Canon may offer its Online Services and/or any associated services on a beta or trial basis. Such Online Services and associated services may contain bugs, defects and errors. They may not be complete and may include features that are not yet available in the non-trial version and may never be released. If Customer agrees to use such services on a trial or beta basis, Customer may be doing so in exchange for their evaluation of such services, including, but not limited to, providing feedback on service improvement or subject to Canon's collection of anonymised usage data for the sole purpose of service improvement. For the avoidance of doubt and notwithstanding any document or terms which state the contrary, whilst Customer must comply with the terms specified herein in relation to the trial/beta, Canon offers no SLAs, warranties, indemnities or support for trials and betas. Canon shall have no liability to the Customer for its use of trial/beta services and Customer uses such service at their own risk. Following the expiry of the trial/beta period, the Customer will be unable to continue to use the services, unless Canon sells such service and Customer places an Order and pays for it.

## **18. Order of precedence**

**18.1** This Addendum is supplemental to the Agreement and specifically governs the use of Online Services and any related software.

**18.2** This Addendum is subject to the terms of the Agreement, only insofar as the provisions do not conflict, where there is any conflict, the provisions within this Addendum takes precedence.

## **19. Definitions**

**19.1** The definitions below apply to this Agreement unless the context requires otherwise:

**a) Acceptable Use Policy** means any terms and conditions or set of rules relating to a Customer (and their Users) use of the Online Services and any restrictions related to the same.

**b) Additional Charges** means those additional charges set out in the Order for the relevant Canon Online Services (if any);

- c) Agreement** means the agreement between Canon and Customer, which either references this Addendum or to which this Addendum is added to;
- d) Canon** means the Canon contracting entity that offers Customer the Online Services and the entity Customer places an Order with.
- e) Charges** means any fees and charges payable for the Online Services as agreed in the Order;
- f) Customer** means a customer placing an order with Canon for Online Services;
- g) Customer Data** means the data inputted by the Customer (or its agents or authorised users on the Customer's behalf) to the Hosted System for the purpose of using the Online Services or facilitating the Customer's use of them.
- h) Customer Obligations** means the obligations or other activities, responsibilities or requirements of the Customer under the Agreement and also including, without limitation, any obligations of, or matters, tasks, activities or responsibilities that are stated to be the responsibility of, performed by (or procured by) the Customer in the Online Service Description documentation and the Online Services Acceptable Use Policy;
- i) controller, processor, data subject, personal data and processing** shall have the meanings ascribed to them in the Data Protection Legislation;
- j) Customer Personal Data** means any personal data which may be supplied by Customer and/or its Affiliates to Canon under the Agreement and/or which Canon (and/or any Sub-Processor) generates, collects, stores, transmits or otherwise processes on behalf of Customer and/or its Affiliates;
- k) Data Processing Addendum** means Canon's relevant data processing addendum in connection with any processing activities that Canon may undertake in the provision of the relevant Canon Online Services to the Customer, as provided through Canon's website and which forms part of this Addendum;
- l) Data Protection Legislation** means all applicable laws relating to data protection and privacy including (without limitation) the EU General Data Protection Regulation (2016/679), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and all amendments, or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance;
- m) EULA** means any end user (and/or software) licence agreements provided with Online Software and/or Installed Software (including, if relevant, but without limitation, any open source licences as provided through Canon's website);
- n) Hosted System** means computer systems and networks hosted by (or on behalf of) Canon and/or used by Canon or to provide the Online Services (or any part of them);
- o) Installed Software** means any software that is or is to be installed on the Customer (and its Users) devices (including laptops) and/or servers/network infrastructure and any Canon devices where applicable.
- p) Intellectual Property Rights** means all intellectual property rights recognised as such in any European Economic Area jurisdiction including, without limitation, any and all (a) patents, utility models, trade marks, service marks, business and trade names and rights in domain names, logos, get up (including any and all goodwill associated with or attached to same), designs, copyrights, database rights; and (b) all similar or equivalent rights protecting inventions, discoveries, technology, know-how, trade secrets, expertise, methodologies or any creative, artistic or industrial works or information, together with all applications and rights to apply for registration of any such rights.
- q) Online Services** means the online services made available under this Addendum/Order to the Customer by Canon or by Canon's authorised sub-contractors, where the Customer accesses the Hosted System over the internet and/or over any other data or telecommunications link used by the Customer for such access and as described in the relevant Online Services Description;
- r) Online Services Acceptable Use Policy** means the Acceptable Use Policy of Canon relating to the access to and use of Online Services as at the date of the Agreement as provided through Canon's website and as may be updated, amended and changed by Canon or any applicable Software Owner from time to time in accordance with the Agreement;
- s) Online Services Description** means the document that describes the relevant Online Services as provided through Canon's website;
- t) Online Services Start Date** means date on which Canon is to start providing the Online Services under the Addendum (being the date specified as such in the Order or the date that applies pursuant to clause 1.2 of this Addendum);

**u) Online Software** means the software program(s) used to provide an applicable Online Service;

**v) Order** means the order for Online Services placed by Customer with Canon;

**w) Software Owner** means the owner or licensor of the Online Software or Installed Software (which may be Canon, any entity within the Canon Group or a third party);

**x) Sub-Contractor:** means any person or entity which is not a party to this Agreement and which is engaged by Canon to perform any or all of its obligations under the Agreement, including for the avoidance of doubt, an Affiliate of Canon;

**y) Usage Parameters** means as defined in condition 0 of this Agreement;

**z) User(s)** means any person(s) authorised or permitted by Customer to use the Online Services (and any associated software), including but not limited to employees and contractors; and

**aa) Virus** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

### 3.3 ACCORD DE TRAITEMENT DES DONNÉES PERSONNELLES

#### POUR LES SERVICES FOURNIS AU TITRE DE LA CONVENTION QUI IMPLIQUENT LE TRAITEMENT DE DONNÉES PERSONNELLES PAR CANON EN QUALITE DE SOUS-TRAITANT DU CLIENT

THIS AGREEMENT is made

BETWEEN

(1) The Canon contracting company ("**Canon**");

and

(2) the "**Customer**";  
each a "**Party**" and together the "**Parties**".

#### BACKGROUND:

- (A) The Customer and Canon are party to an agreement (the "**Agreement**") under which Canon agreed to perform certain services for the Customer (the "**Services**"), during the performance of which Canon may process certain Personal Data of the Customer (the "**Customer Personal Data**") as a Processor on behalf of the Customer.
- (B) The parties have executed this data processing agreement (the "**DPA**") to meet their obligations under the GDPR in respect of Canon's processing of the Customer Personal Data.

#### 1. Definitions

1.1. In this Addendum, the following definitions shall apply:

**"Affiliate"** means with respect to a Party, any other person controlling, controlled by, or under common control with, such Party, for only so long as such control exists. For these purposes, "control" shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, directly or indirectly, of more than 50 percent (50%) of the voting securities or other ownership interest of a person;

**"Data Protection Legislation"** means all applicable data protection and privacy laws, including, as applicable and without limitation, the EU Data Protection Legislation, the UK Data Protection Legislation, and the Swiss Data Protection Legislation;

**"controller", "processor", "data subject", "personal data", "personal data breach" and "processing"** shall have the meanings ascribed to them in the applicable Data Protection Legislation;

**"Customer Personal Data"** means any personal data which may be supplied by Customer and/or its Affiliates to Canon under the Agreement and/or which Canon (and/or any Sub-Processor) processes on behalf of Customer and/or its Affiliates;

**"EU Data Protection Legislation"** means all applicable laws relating to data protection and privacy in the European Economic Area ("**EEA**") including (without limitation) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and all amendments, or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance;

**"Swiss Data Protection Legislation"** means all applicable laws relating to data protection and privacy in Switzerland including (without limitation) the Federal Act on Data Protection ("**FADP**") and all amendments, or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance;

**"Third Country"** means a jurisdiction that is not: (i) in the EEA; and (ii) subject to an adequacy decision by the European Commission or, where Schedules 5 or 6 apply, such equivalent body of authority established in the UK or Switzerland (as appropriate);

**“UK Data Protection Legislation”** means all applicable laws relating to data protection and privacy in the United Kingdom including (without limitation) including the Data Protection Act 2018, the UK General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 (**“UK GDPR”**), and all amendments, or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance; and

**“Sub-Processor”** means any person or entity which is not a Party to this Agreement and which is engaged by Canon to perform any or all of its obligations under the Agreement, including for the avoidance of doubt, an Affiliate of Canon.

## **2. Scope of Agreement**

2.1. This DPA shall apply to the processing of Customer Personal Data by Canon pursuant to the Agreement. In case of a conflict between the terms of this data processing agreement (**“DPA”**) and the Agreement, the terms of the DPA will prevail.

## **3. Processing Requirements**

3.1. Unless otherwise set out in the Agreement or in Statements of Work or Purchase Orders submitted under the Agreement, details about the Customer Personal Data to be processed by Canon and the processing activities to be performed under this DPA are set out in Schedule 1.

3.2. Canon shall only process Customer Personal Data in accordance with the documented instructions given from time to time by the Customer, including with regard to transfers, unless required to do otherwise by applicable law. In which event, Canon shall inform the Customer of the legal requirement before processing Customer Personal Data other than in accordance with the Customer’s instructions, unless that same law prohibits Canon from doing so on important grounds of public interest.

3.3. Where the Customer is also procuring the Services for one or more Affiliates, the Customer confirms that it is authorized to communicate any instruction or other requirements on behalf of such Affiliates to Canon in respect of the Services.

3.4. If the Customer is in breach of its obligations under the Data Protection Legislation due to an act or omission of Canon, Canon shall not be liable for such breach where its act or omission arose from the Customer’s instructions.

3.5. Upon termination or expiry of the Agreement, Canon shall, at Customer’s request, promptly delete or return all Customer Personal Data and delete the copies thereof (unless applicable law requires the storage of such Customer Personal Data) and shall confirm to Customer in writing that it has done so. This provision is without prejudice to any provisions in the Agreement relating to how long Canon may retain data after the Agreement terminates.

## **4. Security**

4.1. Canon warrants and undertakes in respect of all Customer Personal Data that it shall:

4.1.1. implement appropriate technical and organisational measures to protect Customer Personal Data against unauthorised or unlawful processing against accidental loss, destruction, damage, alteration or disclosure, including those measures specified in Schedule 2;

4.1.2. without prejudice to any general obligations relating to confidentiality in the Agreement, ensure that its personnel are subject to binding obligations of confidentiality with respect to Customer Personal Data; and

4.1.3. promptly, and without delay, notify Customer in writing of any actual, alleged, or potential unauthorised disclosure, loss, destruction, compromise, damage, alteration, or theft of Customer Personal Data.

4.2. The Customer shall promptly and without delay notify Canon in writing if it becomes aware of any breach of security in respect of the Services or its use of the Services.

## **5. Assistance**

5.1. Taking into account the nature and scope of the Services provided by Canon, Canon shall, to the extent possible, provide such assistance as the Customer may reasonably require to comply with its obligations as a data controller, including in relation to data security, data breach notification, data protection impact assessment, prior consultation with data protection authorities, any enquiry, notice or investigation received from a data protection authority, and the fulfilment of data subjects’ rights.

5.2. Canon shall make available to Customer all information reasonably necessary to demonstrate its compliance with the obligations set out in this DPA, and allow for and co-operate with any audits, including physical inspections of Canon's premises, required by Customer. Customer shall be limited to conducting one such audit or inspection per year, save where the Customer reasonably believes that Canon may have breached the provisions of this DPA. Any such audit or inspection shall be conducted on reasonable notice during normal business hours. Canon may require that the people conducting the audit sign undertakings of confidentiality.

## 6. Sub-processing

6.1. The Customer provides Canon with a general authorisation to appoint Sub-Processors to process the Customer Personal Data provided that the Customer is: (i) informed of the identity of the Sub-Processor and is given reasonable notice of no less than 10 business days in advance of any proposed changes concerning the addition or replacement of other Sub-Processors; (ii) given the opportunity to object to such changes where the Customer considers that such Sub-Processors do not provide sufficient guarantees under Data Protection Legislation in which event Canon shall use reasonable endeavours to address the Customer's concerns. If Customer fails to object within the 10 business days' notice period, the Customer will have been deemed to accept the appointment and/or replacement of the new sub-processor. The Customer hereby authorises Canon to use Sub-Processors: (i) expressly authorized in the Agreement; (ii) listed in Schedule 3 of this DPA; or (iii) that are Canon Affiliates.

6.2. Canon shall impose obligations on its Sub-Processors that are the same as or equivalent to those set out in this DPA by way of written contract, and shall remain liable to Customer for any failure by a Sub-Processor to fulfil its obligations in relation to the Customer Personal Data.

## 7. Data Transfers

7.1. Canon shall ensure that no Customer Personal Data is processed outside the European Economic Area without Customer's express prior written consent.

## 8. Governing Law

8.1. This DPA is governed by French law.

### 3.3.1 SERVICES DE SAUVEGARDE DES DONNEES

#### 3.3.1.1 *Schedule 1\_ Description du traitement*

The data processing activities carried out by Canon pursuant to the Agreement and this DPA may be described as follows:

1. **Subject matter**

eMaintenance (eM) is an efficient monitoring and diagnostic device management cloud application that provides remote support for all compatible Canon networked MFP/SFP devices. Easy to access via the cloud, it automates many of the time-consuming tasks related to managing the device. It can also be used by helpdesk or service managers to monitor the entire fleet, validate automated actions, and execute them as well, if necessary.

2. **Duration**

Duration of the Agreement.

3. **Nature and purpose**

*In order to enable the functionalities of the eM services to customers, we store some personal data on the cloud. This is to ensure that the fleet of devices are working and are maintained as expected and to enable Canon to provide support for any customer queries.*

*The following elements of the eM service might process personal data:*

- (i) *The eMaintenance Data Backup Service Option (DBS), which is a service application that periodically makes backups of the setting values (such as the address book and settings/registration) and information of installed MEAP applications that are saved on the hard disk drive of the device. A replaced Hard Drive can have data restored from the cloud speeding up device recovery and its usability. DBS will be storing data from devices which may include, but is not limited to: Address Book information, Server Information, File share information, certificate information, MEAP information. A Device Activation Key is generated by the service provider to activate DBS on eM registered devices. After activation a manual back up or weekly schedule can be used. Data stored in the backup service is encrypted.*
- (ii) *The eMaintenance Installation Support Service (ISS), which is a cloud service that increases the efficiency of system installation. The service enables automation of the device firmware, additional software installation and device settings by creating an installation model of the target device using the ISS Portal of the service provider. This service also features the option to obtain the information from a DBS profile as agreed with the customer.*
- (iii) *The eMaintenance common management service, which is utilised across all eM services and provides functions to manage tenants, user accounts, devices, etc. The customer provided administrator account (name and email) can be stored in the management service.*

4. **Data categories**

*Name, Email, Telephone and Address, where applicable.*

5. **Data subjects**

*Any data subject Customer includes in the device address book.*

6. **Retention Periods**

*Customer controls the data backup schedule. Data is removed following the termination or expiry of the Agreement.*

### 3.3.1.2 *Schedule 2 – Mesures techniques et organisationnelles de protection des données*

The below outlines Canon's technical and organisational measures, which Canon may change at any time, so long as it maintains a comparable or better level of security to the measures listed hereunder.

Please note, as eM is a SaaS offering hosted within the Amazon Web Services data centres, Amazon's security, technical and organisational measures are also relevant and applicable.

#### Technical Measures

##### 1. Physical Access Control

Canon protects its assets and facilities by only allowing authorized persons to physically access premises, buildings, or rooms where Personal Data is stored.

##### 2. System Access Control

Systems processing Personal Data can only be accessed with authorization. Canon protects its systems and controls access using the following measures:

- Authorization to critical systems or sensitive information is strictly maintained in accordance with Canon's security policies.
- All personnel access systems with a unique identifier (user ID) which must not be shared.
- User roles/permissions are defined, and personnel only have access to the systems that they require to access to fulfil their duties.
- In case personnel change their assigned role or leave Canon, their access rights are timely adapted or revoked.
- Canon has an established password policy and each computer locks after a period of inactivity.
- Canon's network is protected from the public network by firewalls.
- Canon uses up-to-date enterprise antivirus software.

##### 3. Data Access Control

Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage. Data access is controlled using the following measures:

- As part of Canon's Security Policy, Personal Data requires at least the same protection level as "confidential" information.
- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require to fulfil their duty.
- Security measures that protect applications processing Personal Data are regularly checked. To this end, Canon conducts internal and external security checks and penetration tests on its IT systems.

##### 4. Data Transmission Controls

Except as necessary for the provision of services in accordance with the relevant Agreement, Personal Data must not be read, copied, modified, or removed without authorization during transfer:

- Personal Data transferred over Canon internal networks is protected according to Canon's Security Policy. Network segmentation is in place to ensure isolation between low and high security infrastructure.
- When data is transferred between Canon and its customers this is always conducted across secure encryption transport protocols. In any case, the Customer assumes responsibility for any data transfer once it is outside of Canon-controlled systems (e.g. data being transmitted outside the firewall of Canon's Infrastructure).

##### 5. Data Input Controls

Canon implements measures which make it possible to retrospectively examine and establish whether and by whom Personal Data has been entered, modified, or removed from Canon's data processing systems:

- Canon has implemented a logging system for input, modification, deletion, or blocking of Personal Data by Canon or its Sub processors within Canon controlled services to the extent technically possible.
- Canon only allows authorized personnel to access Personal Data as required in the course of their duties.

#### 6. Job Control

Personal Data is being processed in accordance with the Agreement and related instructions of the Customer as follows:

- Canon uses controls and processes to monitor compliance with contracts entered between Canon and its customers, sub-processors or other service providers respectively.
- All Canon employees and contractual sub-processors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of Canon customers and partners.

#### 7. Availability Control

Availability control is provided by AWS and Canon Inc. in accordance with their areas of responsibility.

#### 8. Data Separation Control

Personal Data is processed using the following separation controls:

- Canon uses appropriate technical controls to achieve Customer data logical separation.
- Customer (including its approved Controllers) will have access only to their own data based on secure authentication and authorisation.
- Where applicable, a multi-layer tree structure ensures a parent's tenant has access to their children's tenant, however children cannot access other tenants at the same level or at a higher level (such as that of the parents)

#### 9. Data Integrity Control

Personal Data will remain intact, complete and up to date, Canon has implemented a multi-layered defence strategy as a protection against unauthorized modifications.

## Organisational Measures

### 1. POLICIES

Canon's Privacy Accountability Framework consists of a series of policy statements reflecting different aspects of data protection and privacy compliance.

### 2. GOVERNANCE

A comprehensive governance structure consisting of a network of DPOs and Privacy Champions, with clearly defined roles and responsibilities, is utilised to implement the Accountability Framework throughout EMEA.

### 3. RISK MANAGEMENT

A number of risk management approaches are utilised to mitigate risks to Personal Data including Privacy Impact Assessments, Data Protection Impact Assessments, Technical and Organisational Measures questionnaires, and comprehensive Vendor Due Diligence procedures

### 4. CONFIDENTIALITY

Access to customer data is authorised only to the extent necessary to serve the applicable data processing purposes, and all staff with access to customer data are subject to confidentiality obligations.

### 5. EDUCATION AND AWARENESS

Education and awareness reinforce the Accountability Framework and all staff with access to, or responsibilities for, processing personal data are required to complete appropriate training through Canon's Development Hub.

#### 6. **VENDOR DUE DILIGENCE**

Third Party companies undergo due diligence assessments and only process customer data in accordance with contractual arrangements.

#### 7. **CUSTODIANSHIP**

Canon is committed to the safe handling of personal data that we process on behalf of our customers, and we work closely with our partners to help ensure that privacy regulations are complied with.

#### 8. **TRANSFER OF DATA**

Canon does not transfer data outside a particular jurisdiction without appropriate safeguards, for example Standard Contractual Clauses in the case of the EEA.

#### 9. **NOTICE AND TRANSPARENCY**

Canon's Privacy notices reflect how the Group manages personal data. Transparency and trust are central principles when processing personal data.

#### 10. **PRIVACY BY DESIGN**

Privacy is embedded in all products, solutions and services throughout the data lifecycle.

#### 11. **CODE OF CONDUCT**

Canon adheres to Group Code of Conduct which states that the executive and employees of the Group shall strictly manage all forms of personal information and comply with all applicable laws and regulations and prescribed company procedures.

#### 12. **ACCOUNTABILITY**

Canon demonstrates accountability by maintaining comprehensive internal records of all personal data processing activities, information rights requests, data breaches and risk assessment processes. We also support our customers with their own accountability obligations.

#### 13. **INCIDENT MANAGEMENT AND BUSINESS CONTINUITY**

Canon has processes to identify, report, manage, recover from, and resolve personal data breaches.

#### 3.3.1.3 *Schedule 3\_ Sous traitants habilités*

The Sub-processors	Address	Processing Location	Function
Canon Europa N.V. (Canon)	Bovenkerkerweg 59, 1185 XB Amstelveen, the Netherlands	The Netherlands	Reseller of eMaintenance Suite to Canon
Canon INC	30-2, Shimomaruko 3- chome, Ohta-ku, Tokyo 146-8501, Japan	Japan	Provider of eMaintenance  Support services (troubleshooting and maintenance)
Amazon Web Services (JAPAN G.K.)	3-1-1, KAMIOSAKI MEGURO CENTRAL SQUARE SHINAGAWA- KU, TOKYO, 141-0021	Germany	eMaintainance Services digital platform provider

#### 3.3.2 **SERVICE EFFACEMENT DES DONNEES**

### 3.3.2.1 *Schedule 1: Description du traitement*

Les activités de traitement des données effectuées par Canon conformément à la fourniture du service de suppression de données dans le cadre du contrat avec le client sont décrites comme suit :

#### 1. **Objet**

Canon fournit au «Client» le service de suppression de données Canon («Service»), y compris la suppression des données du client du disque dur des périphériques multifonctions Canon en fin de contrat («Périphériques»). Des informations supplémentaires sur le service sont incluses dans la description du service fournie au client.

#### 2. **Durée**

Le Service est un service unique, tel qu'énoncé dans le contrat entre le Client et Canon, et est fourni à la fin du contrat.

#### 3. **Nature et objet**

La suppression des données (y compris, le cas échéant, les données personnelles répertoriées dans la section 4 ci-dessous) stockées sur le disque dur des appareils doit être effectuée, après la collecte de l'appareil, par un fournisseur Canon agissant en tant qu'agent de service autorisé, dans leurs locaux et de manière sécurisée. Canon et son prestataire de service agréé traitent les informations contenues dans les produits d'impression Canon spécifiés en tant que traitant de données et sous-traitant de données respectivement, et s'engagent à ce titre à le faire conformément à leurs obligations en vertu de la législation sur la protection des données.

#### 4. **Catégories de données**

Noms de compte utilisateur, adresses e-mail, numéros de fax et toutes les données personnelles contenues dans le disque dur de l'appareil.

#### 5. **Personnes concernées**

Utilisateurs d'impression (et utilisateurs de numérisation, le cas échéant) du client.

### 3.3.2.2 *Schedule 2 - Mesures techniques et organisationnelles de protection des données*

Étant donné que la suppression des données du client du disque dur sera effectuée, après la collecte de l'appareil, par un fournisseur Canon agissant en tant qu'agent de service autorisé et dans ses locaux, les mesures techniques et organisationnelles applicables sont fournies par le fournisseur, comme suit :

La prestation est effectuée par le prestataire de Canon. La direction logistique de Canon assure le suivi de la réalisation de la prestation. Le prestataire fournit une attestation d'effacement des données au client en fin d'opération, ou à une fréquence convenue si le retrait s'étale sur plusieurs mois. Cette attestation mentionne le numéro de série des matériels et celui de leurs disques durs.

**Personne de contact dans le domaine de la protection et de la sécurité des données :**

**Responsable de la confidentialité des données Canon EMEA :**

Par courriel à : [business.deletions.corrections@canon-europe.com](mailto:business.deletions.corrections@canon-europe.com) ou à l'adresse postale stipulée au Contrat afférent au Service concerné.

### 3.3.2.3 *Schedule 3: Sous traitants habilités*

The Sub-processors	Address	Processing Location	Function
Warning+	41 rue Mercier 77290 Compans	Zi Mitry Compans	Prestataire d'effacement des données

### 3.3.3 SERVICE DE DESTRUCTION DU DISQUE DUR

#### 3.3.3.1 *Schedule 1: Description du traitement*

Les activités de traitement des données effectuées par Canon conformément à la fourniture du service de suppression de données dans le cadre du contrat avec le client sont décrites comme suit :

##### 1. Objet

Canon fournit au Client le service de suppression de données Canon («Service»), y compris le retrait et l'élimination en toute sécurité du disque dur des périphériques multifonctions Canon en fin de contrat («Périphériques»). Des informations supplémentaires sur le service sont incluses dans la description du service fournie au client.

##### 2. Durée

Le Service est un service unique, tel qu'énoncé dans le contrat entre le Client et Canon, et est fourni à la fin du contrat.

##### 3. Nature et objet

Un fournisseur Canon, agissant en tant qu'agent de service autorisé, doit récupérer l'appareil à l'adresse d'installation du client. Ensuite, le prestataire, dans ses locaux, retirera le disque dur de l'Appareil et détruira ensuite ce disque dur de manière sécurisée. Le disque dur peut inclure les données personnelles répertoriées dans la section 4 ci-dessous. Canon et son prestataire de service agréé traitent les informations contenues dans les produits d'impression Canon spécifiés en tant que traitant de données et sous-traitant de données respectivement, et s'engagent à ce titre à le faire conformément à leurs obligations en vertu de la législation sur la protection des données.

##### 4. Catégories de données

Noms de compte utilisateur, adresses e-mail, numéros de fax et toutes les données personnelles contenues dans le disque dur de l'appareil.

##### 5. Personnes concernées

Utilisateurs d'impression (et utilisateurs de numérisation, le cas échéant) du client.

#### 3.3.3.2 *Schedule 2 - Mesures techniques et organisationnelles de protection des données*

Étant donné que le retrait et la destruction du disque dur de l'appareil seront effectués, après la collecte de l'appareil, par un fournisseur Canon agissant en tant qu'agent de service autorisé et dans ses locaux, les mesures techniques et organisationnelles applicables sont fournies par le fournisseur, comme suit :

La prestation est effectuée par le prestataire de Canon. La direction logistique de Canon assure le suivi de la réalisation de la prestation. Le prestataire fournit une attestation de destruction du disque au client en fin d'opération. Cette attestation mentionne le numéro de série des matériels et celui de leurs disques durs.

**Personne de contact dans le domaine de la protection et de la sécurité des données :  
Responsable de la confidentialité des données Canon EMEA :**

Par courriel à : [business.deletions.corrections@canon-europe.com](mailto:business.deletions.corrections@canon-europe.com) ou à l'adresse postale stipulée au Contrat afférent au Service concerné.

#### 3.3.3.3 *Schedule 3: Sous traitants habilités*

The Sub-processors	Address	Processing Location	Function
Warning+	41 rue Mercier 77290 Compans	Zi Mitry Compans	Prestataire de destruction des données