

GENERAL TERMS FOR CANONS MANAGED SERVICE (2023:2)

These general terms and conditions for managed service agreements (“**Terms**”) form an integral part of the Agreement between Canon and the Customer (as defined below).

1 DEFINITIONS

Unless the context clearly indicates otherwise, or unless otherwise stated in the current text of the Terms, the following words and terms shall have the meaning specified.

“**Agreement**” refers to the Agreement Specification and its appendices, as well as these Terms.

“**Agreement Specification**” refers to the order confirmation, the main document, or the Customer’s acceptance of Canon’s offer, to which these Terms form an appendix, and where the Services to be delivered and/or provided by Canon under the Agreement are described.

“**Agreement Term**” refers to the term of the Agreement as specified in the Agreement Specification.

“**Canon**” refers to Canon Svenska Aktiebolag, corp.reg.no. 556072–2224, or the Canon Business Centre, as specified in the Agreement Specification.

“**Cloud Service**” refers to an E-service that is not Software and which Canon provides to the Customer under the Agreement via the Internet/online.

“**Confidential Information**” refers to all information concerning the contents of the Agreement and other information the Parties have received in relation to the co-operation or the Agreement, regardless of whether the information is provided in writing or verbally, and irrespective of format.

“**Consumables**” refers to the consumables Canon shall provide to the Customer as part of the Managed Service and which, depending on the nature of the Equipment, consist of toner and/or ink.

“**Contact Person**” refers to each person designated by the Parties to be responsible for correspondence and queries concerning the Agreement.

“**Customer**” refers to the buyer/client that Canon provides the Services to, and who is specified in the Agreement Specification.

“**Customer Data**” refers to data that i) the Customer, a User or other person instructed by the Customer transfers to Canon or otherwise makes available to Canon for the purpose of Canon’s provision of the Services, ii) is generated, or otherwise arises, through the Customer’s or User’s use of a Service.

“**Customer Environment**” refers to the Customer’s information technology, telecommunications and other infrastructure belonging to the Customer (including the Customer’s connections to the Internet and to telecommunications providers) which interface with one or more Services provided by Canon pursuant to the Agreement.

“**Delivery Date**” refers to the date specified in the Agreement Specification, or otherwise agreed, by which Canon is to deliver and/or provide the Services.

“**Equipment**” refers to printers, copiers, machines, and other hardware Canon provides to the Customer as part of the Managed Service pursuant to the Agreement.

“**E-service**” refers to Cloud Service, Software or other services which are produced and consumed in an electronic medium that Canon provides to the Customer pursuant to the Agreement.

“**Firmware**” refers to software that is not an E-service and which is pre-programmed in Equipment.

“**Managed Service Fee**” refers to the fee(s) specified in the Agreement Specification, which the Customer regularly pays for the Managed Service during the Agreement Term.

“**Managed Service**” refers to the specific combination of Modules that Canon provides to the Customer pursuant to the Agreement.

“**Module(s)**” refers to the individual modules, products and services specified in the Agreement Specification, which together form the

Managed Service that Canon provides to the Customer according to the Agreement, including, but not limited to, a specific type of Equipment, the Maintenance Commitment and E-service.

“**Installation Services**” refers to the services described in the Agreement Specification, the purpose of which is to enable the Customer to use the Managed Service as set out in the Agreement.

“**Installation Site**” refers to the agreed site for the installation/positioning of the Equipment included in the Managed Service.

“**Intellectual Property Rights**” refers to copyright, rights to patents, designs, trademarks and databases, rights to circuit designs for semiconductor products, rights to registered names, trade names and other business names, including all registrations and applications for registration, and rights to trade secrets, know-how, source codes and other technical information.

“**Licensing Terms**” refers to the current licensing terms and/or Terms of use that regulate the Customer’s use of and access to an E-service, which are specified in the Agreement Specification, or otherwise published on Canon’s website: <https://www.canon-europe.com/eula/>

“**Licensor**” refers to a Third-Party Supplier that may hold Intellectual Property Rights to the E-service that Canon provides to the Customer under the Agreement.

“**Maintenance/Maintenance Commitment**” refers to the maintenance and troubleshooting services provided by Canon to the Customer under the Agreement, as further described in the Agreement Specification.

“**Parties**” refers to the Customer and Canon collectively.

“**Services**” refers to the object of the Agreement, i.e., the Managed Service, Installation Services and other services provided by Canon to the Customer under the Agreement.

“**Software**” refers to an E-service that is not a Cloud Service, also including third-party software, that Canon provides to the Customer under the Agreement by local installation in the Customer Environment.

“**Software Update**” refers to a release of Software the Licensor may make available, if necessary, to correct defaults, provide additional functionality or otherwise modify or upgrade the Software.

“**Support/Support Commitment**” refers to the maintenance and troubleshooting services of an E-service provided by Canon to the Customer under the Agreement, as further described in the Agreement Specification.

“**Third-Party Service**” refers to a Service where Canon’s right and ability to provide the Service is conditional, and dependent, on provisions of an agreement between Canon and the Third-Party Supplier.

“**Third-Party Supplier**” refers to another company, business, organisation or legal entity that Canon is not responsible for.

“**Users**” refers to the Customer’s users who use or otherwise have access to the Services, including, but not limited to, the Customer’s employees and consultants.

“**Working Hours**” refers to Canon’s normal working hours, which are weekdays between 08:00 and 17:00, except for Swedish public holidays and shortened working days.

2 SCOPE OF THE AGREEMENT

2.1 The Parties agree that the Agreement shall not replace the provisions of any other agreements between the Parties in respect of, for example, specific products and/or services that are not directly associated with the Managed Service.

2.2 These Terms shall always apply to Canon’s provision of the Managed Service, regardless of whether this is stated in the Agreement Specification or not.

3 GENERAL PROVISIONS

- 3.1 Canon agrees to provide the Services with due care and in a professional manner, using appropriate and qualified employees. Unless otherwise stated in the Agreement, the Services shall be provided pursuant to the methods and standards that are normal for the industry.
- 3.2 Canon has the right to appoint one or more subcontractors for the fulfilment of Canon's commitments under the Agreement. Canon is liable for the work performed by its subcontractors as it would be for its own performance.
- 3.3 Canon reserves the right to carry out a customary credit check when entering into the Agreement. If Canon finds, at its own discretion, that the Customer does not meet the applicable credit levels, Canon has the right to refuse to deliver the Services. In such case the Agreement Term will not be initiated. Canon has the right to carry out regular credit checks during the Agreement Term to check whether the Customer continues to meet the applicable credit levels.
- 3.4 The Customer accepts that a specified Delivery Date is only indicative. Canon does not guarantee that the Services will be provided by the agreed Delivery Date.

4 THE CUSTOMER'S COMMITMENTS

- 4.1 During the Agreement Term, the Customer undertakes, when circumstances so require, to continuously and without delay provide Canon with all information that is required, or which the Customer should reasonably have understood to be required, for Canon to be able to provide the Services pursuant to the Agreement. The Customer is responsible for the accuracy of all information as well as all other documentation and material that the Customer provides to Canon under the Agreement. The Customer shall give Canon reasonable access to its premises, where required and practically possible, to enable Canon to provide the Services under the Agreement.
- 4.2 The Customer undertakes to act in compliance with the principles and guidelines contained in Canon's applicable policies, which are specified in the Agreement Specification or otherwise published on Canon's website: <https://www.canon.se/sustainability/responsible-business>.
- 4.3 The Customer is responsible for ensuring that its Users comply with the terms of the Agreement.
- 4.4 The Customer is fully responsible for the Customer Environment. The Customer's responsibility for the Customer Environment includes, but is not limited to, the functionality, performance, troubleshooting, and maintenance of the Customer Environment, as well as its compatibility with the Services. The Customer is responsible for ensuring that the Customer has all necessary permits, consents, approvals, licences and any authorisations required for the Customer to enter into and ensure proper performance of the Agreement, and that the Customer has the right to use all software, hardware, systems, IP addresses, domain names and other items within the Customer Environment. The Customer is, in the same manner, responsible for ensuring that Canon's conclusion of this Agreement and fulfilment of its obligations under the Agreement does not infringe the rights of any third party or breach any obligations towards any third party. At Canon's request, the Customer must be able to provide evidence that it has the required necessary permits, licences etc.
- 4.5 Canon participates in a nationwide collection and recycling program for waste of electrical and electronic equipment. The Customer undertakes to comply with information given by Canon at any time regarding collection and recycling, and otherwise comply with laws and regulations relevant to the Customer in the within environmental liability and producer's responsibility for waste and electronic equipment. If Canon

has undertaken to collect a Product(s) that must be returned to Canon by the Customer for recycling, Canon is entitled, unless otherwise agreed, to charge the Customer for the cost of carriage.

5 MANAGED SERVICE

- 5.1 The Modules that are included in the Managed Service provided by Canon to the Customer under the Agreement, as well as the applicable Managed Service Fee are specified in the Agreement Specification.
- 5.2 In general, the Managed Service always includes the following Modules:
- **Rental of Equipment** (section 7)
 - **Maintenance Commitment** (section 8)
 - **Consumables** (section 9)

If specified in the Agreement Specification, the Managed Service may also include E-service(s) (section 10) and Support Commitment (section 11).

- 5.3 The Managed Service Fee is based on a base price per item of Equipment and the Modules specified in the Agreement Specification. If the Customer makes modifications that differs from the Managed Service's pre-configurations and/or Canon's standard pre-configurations/installations, for example by changing the basic settings from black and white (default) to colour printing, Canon reserves the right to charge the Customer according to its applicable price list, in addition to increasing the Managed Service Fee.
- 5.4 An initial fee is charged from the actual delivery date until the date the Customer's obligation to pay the Managed Service Fee starts (interim period). If the Managed Service Fee is based on monthly rental, the initial fee amounts to 1/30 of the calculated monthly rental per day, and if the Managed Service Fee is based on quarterly rental, it amounts to 1/90 of the quarterly fee per day. Other payments for Services that are not included in the Managed Service Fee shall be made by the Customer when the Managed Service Fee is paid for the current payment period.
- 5.5 Before the Managed Service is made available for the Customer's use, Canon will provide the agreed Installation Services. To enable Canon to provide the Installation Services, the Customer must take delivery of the Equipment according to what is stated in the Agreement and ensure that authorised staff are on site at the time of delivery. The Customer is aware and accepts that Canon will not be able to complete the Installation Services pursuant to the Agreement until the Equipment is delivered as described in this section.
- 5.6 Provided that the Installation Services have not been completed, Canon reserves the right to replace an agreed Module with another Module of similar implementation and/or functionality, without penalty and regardless of reason, as long as the performance under the Agreement will not be significantly affected by this. If the Managed Service includes a Module that constitutes a Third-Party Service, Canon reserves the right to replace this Module with another Module of similar implementation and/or functionality during the Agreement Term, without any liability for reimbursement to the Customer and regardless of reason, including, but not limited to if a Third-Party Supplier has made changes to its service offering after the Agreement has been concluded.

6 INSTALLATION SERVICES

- 6.1 The Installation Services which Canon provides to the Customer under the Agreement are specified in the Agreement Specification. Payment for the Installation Services is not included in the Managed Service Fee. Fee(s) for

- Installation Services will be invoiced separately at the same time as the Managed Service Fee for the relevant period.
- 6.2 In general, the Installation Services always include preparatory work by Canon for the transportation of Equipment to the Installation Site. If the Managed Service includes E-services, the Equipment and its Firmware are pre-configured in accordance with the information provided by the Customer to Canon in connection with the conclusion of the Agreement.
- 6.3 Canon provides the Installation Services via remote service or on site, at the choice of Canon. The Customer undertakes to follow Canon's instructions and ensure that the state of the Installation Site is such that the Installation Services can be provided. The Customer must ensure, among other things, that: i) printer drivers are correctly installed, ii) the Customer's Contact Person and/or IT Administrator is available, and iii) the Installation Site meets the requirements set forth under section 6.4 below. If the Installation Services, or parts thereof, are provided via remote service, the Customer shall take all measures necessary for Canon to be able to access and connect to the Customer Environment.
- 6.4 It is required that the Installation Site at all times has: i) ample space around the Equipment, ii) electrical sockets within two metres from the Equipment, iii) available network sockets and safe laying of electrical cables, and iv) available network cables (which will not be provided by Canon). The Installation Site must be located within the Customer's premises in a location that does not block door openings, does not have doors that open inwards onto the area where the Equipment is used, and where the desktop equipment is at a suitable height.

6.5 Digital Connection

- 6.5.1 If the agreed Managed Service includes Cloud Service(s), the Installation Services usually also include connection of the Equipment to the applicable Cloud Service. The Customer accepts that a precondition for such connection is that the Customer has approved and confirmed the applicable Licensing Terms well in advance. The Customer shall take all preparatory measures required to enable Canon to connect the Equipment to the Cloud Service as mentioned in this section, for example, by providing details of the unit registration key that is linked to the Equipment, if required.

6.6 Completion

- 6.6.1 On completion of the Installation Services, Canon provides an overview of how the Managed Service is working. The contents of this overview depend on which Modules are included in the Managed Service and whether the Customer is already familiar with the Modules.
- 6.6.2 If the Managed Service does not work satisfactory after the Installation Services are completed, the Customer shall inform Canon's Contact Person of this in writing immediately, but no later than five (5) days of the completion of the Installation Services at the latest. If the Customer does not give notice within the set timeframe, the Managed Service is deemed to be approved as of the date of delivery referred to in section 5.5 above.

7 THE EQUIPMENT

7.1 Ownership and Care

- 7.1.1 The Equipment is and remains Canon's property. Any accessories installed on the Equipment by Canon, such as card readers, are deemed to form part of the Equipment, and are subject to the provisions of this section 7. For the sake of clarity, the Managed Service means that the Customer rents the Equipment from Canon.

- 7.1.2 The Customer shall ensure that the Equipment is marked with a sign showing that the Equipment is the property of Canon. The Customer undertakes to only use the Equipment pursuant to Canon's operating instructions. The Equipment may only be used for the work tasks, and under the working conditions, for which it is intended.
- 7.1.3 The Equipment may only be moved to a location other than the initial Installation Site with Canon's written consent and pursuant to Canon's instructions. If the new location of the Equipment causes Canon additional work or costs, Canon is entitled to adjust the Managed Service Fee with a corresponding amount, and invoice the Customer for any additional costs incurred, according to its applicable price list. The same applies to any other modification of the Equipment made at the Customer's request. The Customer is responsible for all costs associated with the repositioning, relocation and/or modification of the Equipment.
- 7.1.4 During the time in which the Equipment is in the Customer's possession (regardless of reason), the Customer shall keep Canon informed of where the Equipment is stored and shall grant Canon access to the Equipment.
- 7.1.5 Canon is entitled to assign its rights and obligations as lessor of the Equipment to another party. The Customer may not assign, rent, lease, or otherwise dispose of the Equipment or assign its contractual rights and/or obligations to another party without Canon's written approval.

7.2 Damage and Loss

- 7.2.1 The Customer undertakes to take all necessary measures to ensure that the Equipment is not exposed to theft, robbery, unlawful use or other damage. During the time in which the Equipment is in the Customer's possession, the Customer is liable for loss of the Equipment and all damage that is not caused by normal wear and tear. The Customer shall notify Canon of any damage or loss promptly. If the Equipment cannot be repaired, the Customer is obligated to compensate Canon with an amount equivalent to the full market value of the Equipment.
- 7.2.2 During the time in which the Equipment is in the Customer's possession, the Customer is liable for damage caused by the Equipment to the Customer's or a third party's property. While the Equipment is in the Customer's possession, the Customer shall indemnify Canon against all claims from third parties relating to personal injury or damage to property caused by the Equipment.
- 7.2.3 If the Equipment is lost, damaged or cannot be used for another reason, the Customer shall inform Canon immediately. In such an event, the Customer is also obligated to pay the Managed Service Fee for the remaining part of the Agreement Term and fulfil all other obligations under to the Agreement.

7.3 Return

- 7.3.1 When the Equipment is to be returned, for whatever reason, it must be sent back to Canon without delay, whereby this is arranged by Canon but at the Customer's risk and expense. The Customer's responsibility for the care of the Equipment does not cease until Canon or its representative has taken possession of the Equipment. The Customer has no right at all to use the Equipment after the Agreement ends. Canon will carry out an inspection of the Equipment after its return, and is entitled to charge the Customer the cost of this inspection according to Canon's applicable price list. The Equipment is deemed to have

been returned when it has come into Canon's possession.

7.3.2 When the Equipment is to be returned, for whatever reason, it must have been well cleaned and in a condition that Canon finds acceptable, considering normal wear and tear. Otherwise, Canon is entitled to restore the Equipment at the Customer's expense. If the Equipment is not returned within thirty (30) days after the end of the Agreement, for whatever reason, the Customer is obligated to compensate Canon by paying an amount equivalent to the Equipment's full market value.

7.3.3 If Canon believes there is a risk that the Equipment will not be returned when the Agreement ends, for whatever reason, Canon has the right to repossess the Equipment at the Customer's expense.

8 THE MAINTENANCE COMMITMENT

8.1 Unless otherwise stated in the Agreement Specification, the Maintenance Commitment is limited to the contents of this section 8. The Maintenance Commitment only includes the Equipment that is included in the Managed Service and specified in the Agreement Specification.

8.2 The Maintenance Commitment requires Canon to rectify defaults and carry out maintenance service on the Equipment, so that the Equipment is returned to a satisfactory condition, considering its intended use and technical standard.

8.3 The Maintenance Commitment does not cover the rectification of defaults and/or damage caused by: i) the Customer's failure to observe the technical specifications and other instructions that apply to the Equipment, ii) use of the Equipment contrary to the agreed purpose, iii) tampering or modification by the Customer or a third party, iv) the implementation of maintenance, electrical installation, modification, repair, relocation, connection or similar work on the Equipment by someone other than Canon, v) changes, defaults, disruptions, breakdowns, viruses or similar events in the Customer Environment, or vi) a circumstance described in section 20 (Force Majeure).

8.4 The Maintenance Commitment does not include care and maintenance of the Equipment which, according to the Agreement, is the Customer's responsibility, for example, cleaning, replacing cartridges, paper and similar measures.

8.5 Canon provides Maintenance during Working Hours and in compliance with Canon's applicable Maintenance procedures. The Maintenance work may be carried out at the Customer's premises, at Canon's premises, via remote service, or at a service point designated by Canon. Canon has the right to, at all times, decide how the Maintenance work should be carried out. If circumstances in an individual case require the Equipment to be moved to another site for default rectification, the shipment of the Equipment is carried out at the Customer's own risk and expense.

8.6 A precondition for Canon's obligation to rectify defaults as part of the Maintenance Commitment is that the Customer notifies Canon of the default as set out in the Agreement. Unless otherwise stated in the Agreement, the Customer shall report the default to Canon's helpdesk pursuant to Canon's applicable Maintenance procedures.

8.7 Response times are specified in the Agreement Specification. "Response time" refers to the period from when Canon receives and registers the Customer's report of a default until the time when: i) Canon's Maintenance staff arrive at the Customer's address (and are received by the Customer), or ii) Canon's Maintenance staff makes contact with the Customer by phone via remote service.

8.8 Response time is only calculated during Working Hours. This means, for example, that if a Response time of six (6) hours is agreed and the Customer has reported a default on a weekday after 17:00, Canon must appear at the Customer's address by no later than 14:00 the following day. Alternatively, if a default has been reported at 15:00 on a weekday, Canon must appear by no later than 12:00 the following day. Response time does not mean that the default must be rectified or the Maintenance work must be carried out within a specific time frame.

8.9 The Customer shall grant Canon access to premises and Equipment without delay or cost where this is necessary for Canon's provision of the Maintenance Commitment. This may require the assistance of the Customer or its subcontractor(s). The Customer must make a qualified employee of the Customer, or its subcontractor, available to Canon for the implementation of the Maintenance work. The employee shall assist Canon with the troubleshooting etc. and have the necessary network skills and full authorisation to open up any gates in firewalls, switches, routers or similar equipment.

8.10 Canon's travel costs, Maintenance carried out by Canon outside Working Hours and other expenses are not included in the Managed Service Fee, and the Customer is charged for these costs pursuant to Canon's applicable price list.

9 CONSUMABLES

9.1 The Consumables provided only include toner and/or ink. Unless otherwise explicitly stated in the Agreement Specification, Consumables never include paper, paper clips or spare parts. Consumables are only provided for the Equipment included in the Managed Service as specified in the Agreement Specification.

9.2 Delivery of Consumables is customised according to the agreed number of print-outs. Print-out means each printed side of the printed page (i.e. front and back individually where the print-out is double-sided). It is noted that an A3 print-out is equivalent to two (2) A4 print-outs, an A2 print-out is equivalent to four (4) A4 print-outs, and so on.

9.3 The Customer shall ensure that the serial number of the Equipment the Consumable relates to is quoted with each order. It should be noted that toner is calculated at five (5) per cent coverage per colour (cyan/magenta/yellow and black). Costs for shipping Consumables are additional and based on the average shipping cost of toner/ink for all Equipment in the current segment on an annual basis. The shipping is charged according to the applicable price list for this average cost.

9.4 Canon retains the ownership of the Consumables supplied as part of the Managed Service until they are utilised by the Customer in the Equipment. The Customer undertakes to comply with applicable safety regulations, supplier instructions and other instructions for managing the waste that accrues from the Customer's use of the Consumables.

9.5 Consumables/the number of print-outs included in the Managed Service must be used by the Customer in a way that is normal for the Customer's business activities, print-out history and what may reasonably be expected of the Customer, considering the nature of the Agreement and the Equipment. If the Customer exceeds the consumption levels specified in the Agreement, Canon has the right to charge the Customer for the excess consumption according to its applicable price list. If the Customer repeatedly exceeds the agreed consumption levels, Canon reserves the right to raise the Managed Service Fee without warning or prior notification, taking account of the Customer's actual consumption and the added costs Canon incurs in the Customer's additional consumption.

9.6 If Canon has reasonable grounds to assume that the quantity of Consumables that the Customer orders under the Managed Service is unreasonable considering what is stated

in the previous paragraph, Canon has the right to discontinue the scheduled and/or future deliveries of Consumables until the Customer shows that its usage meets the agreed levels.

- 9.7 In order to ensure that the Customer does not exceed the agreed quantity of Consumables/print-outs, Canon shall have the right to check meter readings of the number of print-outs. These meter readings are checked when Maintenance is provided at the Customer's premises, or through the Customer's use of the E-service, which makes the meter readings possible. When using the E-service, which enables meter readings to be made, the Customer shall always retain the settings for the firewalls that are required for Canon to be able to conduct the meter readings. If the Customer does not fulfil its commitments under this section, Canon has the right to charge the Customer as described in the paragraph below. The Customer's failure to act pursuant to this section shall be regarded as a substantial breach of agreement.
- 9.8 If Canon has not been able to take meter readings as described in the preceding paragraph, the Customer will be charged an amount equivalent to the estimated monthly volume of print-outs and/or alternatively agreed fixed fees. In such an event, Canon is also entitled to partially or wholly limit the Customer's access to the Managed Service.
- 9.9 At the end of the Managed Service, and regardless of reason, Canon shall be notified of the meter reading in writing as of the date the Managed Service ceased to be valid. Canon is thereafter entitled to charge the Customer for any excess consumption/print-outs not charged for and other unpaid agreed fixed fees.

10 E-SERVICES

- 10.1 The provisions of this section 10 shall apply if E-services are included in the Managed Service. The applicable E-service is specified in the Agreement Specification. In addition to the provisions of this section, the applicable Licensing Terms also apply. If the Managed Service includes a Support Commitment, the provisions of section 11 also applies. Applicable parts of this section 10 shall apply to the Firmware supplied as part of the Managed Service accordingly.
- 10.2 All rights to an E-service are owned by Canon and/or the Licensor of the E-service. By entering into the Agreement, the Customer acquires a non-exclusive, non-transferable right to use an E-service during the Agreement Term for its internal business activities under the conditions specified in the Agreement and the applicable Licensing Terms.
- 10.3 The Customer accepts that a precondition for the providence of the E-service is that the Customer agrees to the applicable Licensing Terms beforehand. The Customer undertakes to comply with the applicable Licensing Terms and other conditions that may accompany or be included in the E-service. The Customer is aware that Canon will not inform the Customer of any amendments to the applicable Licensing Terms.
- 10.4 Canon shall provide the E-service to the best of its ability. Canon does not guarantee, however, that access to the E-service will be continuous or uninterrupted. Canon makes no guarantees in respect of the E-service's functionality or availability. Nor is Canon responsible for the suitability of the E-service or the infringement of a third party's Intellectual Property Rights. Canon has the right to replace an agreed E-service with another E-service with similar functionality without penalty, provided that this does not substantially affect the Customer's use of the Managed Service, and the Customer is informed beforehand.
- 10.5 The Customer can only rely on the functionality of an E-service provided that the hardware and software environment that existed during the Installation Services stays the same. Canon has no obligation to modify the E-

service if changes are made to the Customer Environment or the hardware and software used with the E-service.

- 10.6 With the exception of the connection of the Equipment described in section 6.5 above, the provision of an E-service mentioned in this section 10 never includes: i) installation, configuration and adaptation of the E-service to the Customer Environment, ii) migration or backup of Customer Data or other data, databases or content from an existing system in the Customer Environment to or from the E-service, iii) support for software and other services installed in the Customer Environment, iv) software licences for antivirus and backup, or v) advice or recommendations regarding the Customer Environment and/or Customer Data.
- 10.7 The Customer is reminded that all Intellectual Property Rights to the E-service belong to Canon and/or the applicable Licensors. Except for what is permitted by the Agreement, the applicable Licensing Terms and legislation, the Customer may not in any form or by any means: i) copy, take apart (reverse engineer), modify or further develop the E-service, or ii) license, assign, distribute, outsource or otherwise commercially use the E-service.
- 10.8 In the event of problems or general user questions concerning the E-service, the Customer may contact Canon's helpdesk during Working Hours.

11 SUPPORT COMMITMENT

- 11.1 The provisions of this section 11 shall apply if a Support Commitment is included in the Managed Service. The provisions of section 10 above and the applicable Licensing Terms also apply to a Support Commitment. If the Support Commitment relates to Software, section 11.6 below also applies. Unless otherwise stated in the Agreement Specification, the Support Commitment is limited to the contents of this section 11.
- 11.2 Support is provided during Working Hours and in compliance with Canon's applicable Software Support procedures. The Support Commitment includes the following:
- Web and telephone access to Canon's Software Help Centre;
 - Provision of first-hand technical telephone support;
 - Remote system diagnostics, when possible and with the Customer's express approval, and correction of problems using system management tools.
- 11.3 The Support Commitment is limited to a maximum of ten (10) hours per calendar month. Thereafter, the Customer will be charged according to Canon's applicable price list. On-site support is not included. If a reported problem cannot be solved via telephone or remote diagnosis, Canon may agree, at its own discretion, to attempt to solve the problem at the Customer's premises. Such on-site visits are made during Working Hours, and are invoiced pursuant to the applicable price list.
- 11.4 The Response time for Support is categorised as follows:
- **Category 1** - Total failure (Very urgent): 2 hours
 - **Category 2** - Partial failure (Urgent): 4 hours
 - **Category 3** - Irregular default (Not urgent): 8 hours
- 11.5 "Response time" refers to the period from when Canon receives and registers the Customer's report of a default until the time when Canon starts working on the rectification of the default. The Response time does not mean that the default must be rectified or the Support work must be carried out within a specific time frame. Response time is only calculated and applicable during Working Hours.

11.6 Support Commitment for Software

- 11.6.1 This section 11.6 shall apply, in addition to the provisions of sections 10 - 11.5 above, to the Support Commitment where the applicable E-service includes Software.
- 11.6.2 The Support Commitment includes making Software Updates available to the Customer as and when they are made available by the relevant Licensor. 13.3 Canon has the right to change the Agreement and other agreed prices by notifying the Customer of such price change at least thirty (30) days before the change comes into force. If the Customer does not accept the price change, either partially or wholly, the Customer must inform Canon in writing no later than two (2) weeks after Canon has notified the Customer of the change. If the Customer does not accept the price change and informs Canon as described above, Canon has the right to unilaterally decide whether: i) prices agreed earlier shall continue to be applied for the Services, or ii) give notice of termination of the Agreement as of the date the change enters into force.
- 11.6.3 On-site installation of Software Updates is not included in the Support Commitment, and the Customer accepts that it is not always possible to remotely install Software Updates. If it is not practically possible to remotely install a Software Update, Canon may agree, at its own discretion, to install the Software Update on site. These on-site installations are carried out during Working Hours and are charged to the Customer separately pursuant to the applicable price list.
- 11.6.4 Canon's obligation to make new versions of Software available as part of the Support Commitment is limited to what is stated above. For the avoidance of misunderstanding, however, the Support Commitment never includes the provision of new versions of applicable Software that differs so significantly from the earlier versions that they can generally be accepted as being a new product on the market. 13.4 In addition to the above, Canon always has the right to adjust the prices stated in the Agreement Specification, as well as those in the price list, once every six months without notification. The price adjustment under this section is made with the same percentage change as the consumer price index, (Swedish KPI), from the most recent determination of the current prices or price list. The first price adjustment pursuant to this section may, at the earliest, take place twelve (12) months following the date of conclusion of the Agreement. A price adjustment pursuant to this section does not entitle the Customer to terminate an affected Service or the Agreement.

12 AVAILABILITY OF THE SUPPORT COMMITMENT

- 12.1 The Customer is aware that the complex combination of solutions that make up the Managed Service can never be totally free of defects, defaults or bugs, and Canon therefore gives no guarantee that the Managed Service will be free from these. 13.5 If Canon incurs additional costs in connection with the provision of the Services as a result of circumstances for which the Customer is liable, Canon has the right to invoice the Customer for any additional work or additional costs according to Canon's applicable price list.
- 12.2 Canon has the right to take measures that affect the availability of the Managed Service if this is required for technical, maintenance, operational or safety reasons. Canon will carry out these measures swiftly, in such a way that disruptions for the Customer are limited as far as possible, and will always give the Customer reasonable notice before starting these measures, if this is possible. 14 PAYMENT
- 12.3 If Canon has reason to suspect that the Customer's use of the Managed Service, or part thereof, causes a risk of more damage for Canon, that is not of minor significance, Canon has the right to partially or wholly limit the Customer's access to the Managed Service. This applies, including but not limited to, when Canon has reason to suspect that the Customer is using the Managed Service in contravention of the Agreement, or for other than the agreed purpose. 14.1 Payment shall be made against invoice in the agreed currency. Unless otherwise agreed, payment is made in Swedish kronor (SEK), and the payment shall be made in full within thirty (30) days of the issue date of the invoice. For paper invoices, an additional invoicing fee is charged at the applicable rate per invoice.
- 12.4 Canon's liability for defaults in the Managed Service requires that the Customer notifies Canon of the default without delay but no later than seven (7) days after the Customer notices or reasonably should have noticed the default. The provisions of sections 18 and 19 below also apply. 14.2 In the event of late payment, Canon shall be entitled to interest on the amount due as from the due date, at the interest rate which applies pursuant to the Swedish Penalty Interest Act (Sw. Rättelag (1975:635)) plus eight (8) percentage points. In addition to interest, Canon is also entitled to: i) charge the Customer for any reminder fees and debt recovery fees, including collection fees, and ii) withhold ongoing and/or future delivery of the Services until the Customer has paid the amount due. If the Customer's delay in payment continues for more than thirty (30) days after Canon has requested payment from the Customer, Canon is entitled to terminate this Agreement in whole or in part by written notice. When paying an invoice, the Customer is not entitled to set off or deduct any amount the Customer considers itself entitled to.

13 PRICES

- 13.1 The applicable Managed Service Fees and other charges that the Customer pays for the Services under the Agreement are specified in the Agreement Specification. If a particular price is not included in the Agreement Specification, Canon's current price list shall apply. Value added tax is added to all prices, fees and charges that are to be paid by the Customer according to the Agreement. Compensation for travel time, accommodation and work carried out outside Working Hours is always charged separately according to the applicable price list, regardless of whether the Parties have agreed on a fixed price or not. 14.3 If the Customer is the subject of a payment default notice, liquidation, gets a receiver appointed, has been declared bankrupt, has entered into a composition, has suspended payments or is otherwise in such default that payment to Canon cannot properly be made or there are otherwise strong reasons to believe that the Customer will be unable to meet a substantial part of its obligations, Canon is entitled to: i) withhold delivery or part thereof, ii) suspend or interrupt the agreed deliveries or take other actions until adequate security is provided, and iii) terminate the Agreement in whole or in part.
- 13.2 The Customer accepts that the presented price for Installation Services relating to configuration, connection, customisation of Equipment and/or E-service are only an 15 TERM OF AGREEMENT AND TERMINATION
- 15.1 The Agreement Term is specified in the Agreement Specification. The Agreement Term shall commence on the

first day of the month immediately following the date the Equipment has been delivered pursuant to section 5.5 above. Unless otherwise specifically stated in the Agreement Specification, notice of termination of the Agreement shall be given in writing no later than six (6) months before the end of the Agreement Term. If the Agreement is not terminated as described above, the Agreement Term will be extended by successive periods of twelve (12) months at a time, with the same notice period.

- 15.2 Either Party is entitled to terminate the Agreement at any time, and without a period of notice, if the other Party is in material breach of its undertakings under the Agreement and has not cured the breach within thirty (30) days of a written request to do so from the first-mentioned Party.
- 15.3 Canon has the right to terminate the Agreement with immediate effect if Canon believes that the Customer does not have satisfactory creditworthiness, as described in section 3.3 above.
- 15.4 If the Agreement is terminated by Canon pursuant to sections 14.2, 14.3, 15.2 or 15.3, or the Customer prematurely terminates the Agreement (not as a result of a material breach of Agreement by Canon), the Customer's right to use the Managed Service and the Services covered by the Agreement is ended. If such termination is made, the Customer shall: i) return the Equipment to Canon immediately, whereby Canon takes back possession of the Equipment at the Customer's expense, and ii) pay, in addition to the unpaid Managed Service Fees and any default interest due, damages for the actual loss Canon incurs as a result of the breach of Agreement.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 The Agreement does not include any transfer of Intellectual Property Rights owned by a Party at the time when the Agreement was entered into, or assumed by a Party during the term of the Agreement.
- 16.2 All Intellectual Property Rights arising out of Canon's implementation of the Agreement (including the Intellectual Property Rights that may be contained in the Agreement Specification, technical information and/or instructions) shall belong exclusively to Canon, or where applicable, Canon's subcontractors and/or Licensors, unless otherwise expressly stated in the Agreement.
- 16.3 Canon has the unrestricted right, notwithstanding this Agreement, to use, on behalf of other customers, the same or similar methods, ideas, concepts, know-how, techniques, systems, products and/or knowledge which Canon has gained or acquired in the course of, or in connection with the implementation of the Agreement. The Customer does not have the right to use, copy or otherwise utilise the Intellectual Property Rights that may be involved in Canon's provision of the Services to the Customer, or which otherwise arise in the implementation of the Agreement, for purposes other than those for which Canon has given its written permission.
- 16.4 For Services where the Intellectual Property Rights are owned by a Licensor, the Customer shall acquire the right to use the Services in compliance with the Licensing Terms. This means that, where open-source software is included in these Services, the Customer acquires the right to use the Services as specified in the applicable Licensing Terms for such open-source software.
- 16.5 The Customer shall be regarded, in the relationship between the Parties, as owning all rights to Customer Data. Canon has the right to use Customer Data to the extent that it is required to provide and develop the Services. Unless the Parties have agreed otherwise, Canon shall, on termination of the Agreement, either delete all Customer Data or transfer all Customer Data to the Customer and then delete all existing copies of Customer Data. Canon is always entitled, however,

to keep copies of Customer Data where this is required by law, regulation or Canon's internal archiving procedures.

17 CONFIDENTIALITY

- 17.1 The Parties undertake not to disclose or otherwise make available Confidential Information to third parties during the Agreement Term and thereafter. This undertaking does not prevent a Party from disclosing the information the Party is obligated to disclose according to any law or pursuant to any order of court or other competent authority or tribunal.
- 17.2 Confidential Information does not include such information that: i) at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement), or ii) already was or becomes available to the recipient Party, or which the latter has independently developed before conclusion of the Agreement and has not been obtained, directly or indirectly, through breach of the Agreement.
- 17.3 The receiving Party agrees to use, and cause its directors, officers, employees, sub-contractors or other intermediaries to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information as it uses with respect to its own Confidential Information.

18 LIABILITY

- 18.1 Canon will only be liable for faults in the Services if the Customer notifies Canon of the fault without delay after the Customer has noticed, or reasonably should have noticed, the fault, and such notification has been made in accordance with Canon's applicable complaints process. The Customer loses its right to claim liability if the complaint is not presented in due time. Canon is not responsible for rectifying faults if this would cause unreasonable difficulty, considering in particular the costs of rectification in relation to the importance of the fault and/or the value of the Services. If the Customer has notified Canon of a fault and no fault is subsequently found for which Canon is responsible, the Customer shall compensate Canon for the work carried out in accordance with Canon's applicable price list.
- 18.2 Unless otherwise agreed, Canon is not liable for defaults, losses or damage caused directly or indirectly by, or in connection with: i) a default or deficiency in a Third-party Service, services and/or products not delivered to the Customer by Canon, ii) a change in the Agreement Specification that has not been approved in writing in compliance with the Agreement, iii) the Customer's failure to follow Canon's instructions for the use of the Services, or iv) circumstances mentioned in section 20 (Force Majeure).

19 LIMITATION OF LIABILITY

- 19.1 Canon's liability under the Agreement is limited to direct damage, and to a maximum amount equivalent to the higher of: i) the total amount the Customer has paid for the Managed Services over the twelve (12) months preceding the date the claim is submitted, or ii) ten (10) times the price base amount specified in the Social Insurance Code (Sw. Socialförsäkringsbalken (2010:110)) applicable at the time when the Agreement was concluded. The limitation of liability described in this section does however not apply if it can be proven that Canon has caused the damage through intent or gross negligence.
- 19.2 Unless it can be proved that Canon has caused the damage through intent or gross negligence, Canon shall never be liable for indirect damage or loss. Indirect damage or loss includes, but is not limited to: i) the Customer's obligation to compensate a third party, ii) loss of profit, iii) loss of Customer Data or other data, iv) loss as a consequence of the inability to use the Services as intended, v) loss as a consequence of a reduction or loss of turnover or production, or vi) other similar loss.

- 19.3 In order not to lose its right to make a claim for damages, the Customer must submit a claim for damages no later than ninety (90) days after the Customer has noticed or reasonably should have noticed the basis for its claim, but no later than six (6) months after the Service concerned has been provided and/or delivered.
- 20 FORCE MAJEURE**
- A Party is entitled to postpone the performance of its obligations and is relieved from the consequences of non-performance of its obligations under the Agreement where such performance is prevented, rendered significantly more complicated, or unduly rendered more costly due to a circumstance beyond the control of the Party, and which the Party neither could nor reasonably should have foreseen at the time of entering into the Agreement. Such circumstances ("Force Majeure") may include, for example, war or war-like conditions, civil war, military mobilisation or military conscription of a similar scope, insurrection and riot, terrorism, sabotage, fire, flood, natural disaster, epidemic, pandemic, breakdown of means of transport, discontinuation of the supply of energy, strike, lockout or other general or local industrial action (notwithstanding that the Party itself is a party to the action), requisition, seizure, public authority order, trade, payment or currency restrictions, sanctions, or comparable circumstance. The Customer accepts that Canon is entitled to exercise the rights mentioned in this section if its subcontractors are affected by Force Majeure. If the Force Majeure has existed for six (6) months, either Party has the right to give written notice of immediate termination of the Agreement.
- 21 CHANGES IN CIRCUMSTANCES**
- In the event of a change in circumstances as a result of which Canon is hindered or restricted in its ability to provide the Services with reasonable profit under the Agreement, for example, increase in prices or wage costs to Canon's disadvantage, import and/or export difficulties, sanctions and similar impositions, or other circumstances that Canon has limited opportunity to influence, Canon has the right to demand renegotiation and suspend its performance for the duration of the renegotiation. The foregoing shall also apply to additional or increased fees for certificates, increased costs as a consequence of changes in regulations or fluctuations in currency exchange rates. If the Parties have not been able to reach a new agreement within three (3) months from the date on which Canon demanded renegotiation, either Party has the right to terminate the Agreement with immediate effect.
- 22 EXPORT REGULATIONS AND SANCTIONS**
- Each Party is responsible for its compliance with all applicable export regulations and sanction programmes. Regardless of what is otherwise stated in the Agreement, Canon shall not be obligated under any circumstances to take, or fail to take, measures that imply direct or indirect liability during, or in conflict with, applicable export limitation measures or sanction programmes. Export limitation measures or sanction programmes includes, but not limited to, those imposed by Sweden, the United Kingdom, the USA, the European Union or the United Nations against specific countries, such as the direct or indirect provision of payment, services and/or products to individuals who are included in specific lists of banned persons.
- 23 PERSONAL DATA**
- Personal data may be processed within the scope of the Agreement. The Parties undertake to observe their respective obligations under applicable data protection legislation, including, but not limited to, the General Data Protection Regulation (EU) 2016/679 with accompanying implementation regulations (in particular Act 2018:218 with supplementary provisions to the GDPR).
- 24 MISCELLANEOUS**
- 24.1 If a provision of the Agreement or part thereof is invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions of the Agreement, which shall remain in full force. If required to achieve the purpose of the Agreement, the Parties shall replace the invalid or unenforceable provision with a new provision that retains the purpose of the original provision as far as possible.
- 24.2 The failure of a Party to invoke or enforce a provision of this Agreement shall not imply that the Party has waived the provision, and shall in no way deprive that Party of the right thereafter to invoke or enforce the provision.
- 24.3 A party may not assign its rights or obligations under the Agreement without the other Party's consent. Canon is entitled, however, to assign its right to receive payment under the Agreement, and to assign the Agreement to another company within the same group without the Customer's consent. Where the Customer's rights and obligations under the Agreement are assigned with Canon's consent, Canon has the right to invoice the Customer for an administration fee as specified in the current price list.
- 24.4 Canon has the right to amend the Agreement or make such additions to it as are provided for by changes in legislation, which are for the Customer's benefit or do not affect the material content of the Agreement. Should Canon wish to make other amendments or additions to the Agreement, the Customer shall be informed in writing via email or letter no later than one (1) month before the amendment is intended to enter into force. If the Customer does not accept an amended condition that is not provided for by changes in legislation, is not for the Customer's benefit, or has affected the material content of the Agreement, the Customer may terminate the Agreement at no cost, with effect from when the amendment enters into force. The Customer is deemed to have accepted the amendment if the Customer does not terminate the Agreement before the amendment enters into force. Otherwise, amendments and additions shall be agreed in writing and signed by the authorised representatives of the respective Party, by handwritten or electronic signature. An electronic signature requires authentication by means of a Swedish e-identification or special code. A special code is sent to the Parties via SMS or email for the purpose of signing.
- 25 COLLECTION OF MACHINE**
- 25.1 In addition to what is regulated within these Terms, the Customer may wish to dispose of a certain machine owned by the Customer (of Canon brand or a third-party brand). If so, the Customer may make a request to Canon to collect the machine.
- 25.2 If Canon agrees to collect the machine from the Customer, the Customer undertakes to ensure that the Customer has full and absolute ownership of the machine at the time of collection. The Customer also undertakes to ensure that the machine can easily be collected by Canon at the agreed time. If not, Canon is entitled to compensation for the direct costs incurred as a result of the collection. At the time of collection, the ownership of the machine is transferred to Canon. Canon is solely responsible for collecting the agreed machine and shall otherwise be free from liability.
- 26 APPLICABLE LAW AND DISPUTES**
- 26.1 The Agreement shall be governed by the substantive law of Sweden. Disputes arising in connection with the Agreement shall be conclusively settled through arbitration proceedings administered by the Stockholm Chamber of Commerce Arbitration Institute ("SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall

also decide whether its arbitration board should consist of one or three arbitrators. The seat of arbitration shall be Stockholm. The language of the arbitration shall be Swedish.

- 26.2 All arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed during such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without the prior consent by the other Party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a Party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.
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