

## GENERAL TERMS FOR SERVICES (2023:2)

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

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 below.

### DEFINITIONS

“**Additional Services**” refers to services provided by Canon to the Customer under the Agreement, including, but not limited to, installation, customisation and development services, consultancy services, training, and any other service described in the Agreement Specification or otherwise set out in the Agreement.

“**Agreement**” refers to the Parties’ written agreement concerning Canon’s providance of Services, and includes the Agreement Specification, if applicable, and 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.

“**Canon**” refers to Canon Svenska Aktiebolag, corp.reg.no. 556072–2224, or a specific 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 under the Maintenance Commitment and which, depending on the nature of the Maintenance object, 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 under the Agreement.

“**E-service**” refers to Cloud Service or Software as well as all services 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.

“**General Provisions**” refers to the provisions set out in sections 1-17 of these Terms, which apply to all agreements between the Parties.

“**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.

“**Maintenance Fee**” refers to each applicable fee the Customer is liable to pay for the Maintenance Commitment.

“**Maintenance Object**” refers to the specific Equipment a Maintenance Commitment relates to, and which is specified in the Agreement Specification.

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

“**Products**” refers to the physical property Canon shall provide to the Customer under the Agreement, including, but not limited to, Equipment, spare parts and accessories.

“**Rental Fee**” refers to each applicable fee the Customer pays for the use of the Rental Object during the Rental Period.

“**Rental Object**” refers to the Equipment Canon shall provide to the Customer for rental pursuant to the Agreement.

“**Rental Period**” refers to the period of the Customer’s rental of the Rental Object as specified in the Agreement Specification.

“**Services**” refers to the object of the Agreement, i.e. all Products, Additional Services, Maintenance Service, E-service(s), Support 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 faults, provide additional functionality or otherwise modify or upgrade the Software.

“**Special Provisions**” refers to the provisions set forth in sections 18 - 24 below, where the respective section, in addition to the General Provisions (sections 1 - 17), only applies if the Customer and Canon have agreed on the specific Service that is regulated by the section concerned.

“**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.

“**Support Fee**” refers to each applicable fee the Customer is liable to pay for the Support Commitment.

“**Support Object**” refers to the specific E-service a Support Commitment relates to, and which is specified in the Agreement Specification.

“**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.

“**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 a third party company, business, organisation or legal entity that Canon is not responsible for.

“**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.

## **1 GENERAL PROVISIONS**

**1.1** These General Provisions shall apply to all Services provided by Canon at any time, regardless of whether this is stated in the Agreement Specification or not. The General Provisions shall apply to any and all deliveries or other arrangements between the Parties, and may only be waived through written agreement.

**1.2** If the Parties have explicitly referred to the Terms in the Agreement Specification, the Agreement Specification shall always take precedence over these Terms. In the event of conflicting conditions, the Special Provisions shall take precedence over the terms contained in the General Provisions.

**1.3** Each Agreement between Canon and the Customer concerning one or more Services are considered as separate and individual. Consequently, the Customer may have several Agreements with Canon that do not affect each other. The Customer may not cite circumstances relating to one Agreement affecting another, e.g., settlement or not fulfilling commitments under another Agreement.

**1.4** 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.

**1.5** 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.

**1.6** If the Agreement includes Third-Party Services, Canon reserves the right, without any further liability, to replace an agreed Third-party Service for another Service of similar implementation and/or functionality regardless of reason, including, but not limited to, if the applicable Third-Party Supplier has made changes to their service offering at the time of delivery.

## **2 DELIVERY TIMES**

**2.1** 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.

**2.2** If the delivery is delayed by Canon, or by circumstances that Canon is responsible for, or by a circumstance as specified in section 10 (Force Majeure) and, in both cases, the delay lasts longer than ninety (90) days from the Delivery Date, the Customer has the right to give Canon written notice to terminate the Agreement in respect of the Service the delay relates to. The Customer's rights in the event of delay are limited to what is specified in this section.

## **3 PRICES**

**3.1** Prices for Products and Services are specified in the Agreement Specification. If a particular price is not included in the Agreement Specification, Canon’s current price list shall apply. VAT 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 current applicable price list, regardless of whether the Parties have agreed on a fixed price or not.

**3.2** For Third-Party Services supplied by Canon, the applicable price set by Canon for such Third-Party Service at the time of delivery shall apply, unless otherwise agreed. If a particular price for a Third-party Service is stated in the Agreement and the Third-Party Supplier changes the price before Canon has provided the Service to the Customer, Canon has the right to adjust the price for the Third-party Service specified in the Agreement.

**3.3** Canon has the right to change 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.

**3.4** 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.

**3.5** 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.

## **4 PAYMENT**

**4.1** 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.

**4.2** 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. Räntelag (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 of

or deduct any amount the Customer considers itself entitled to.

**4.3** 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.

**4.4** If the Agreement is terminated by Canon pursuant to sections 4.2, 4.3, 15.2 or if the Customer terminates the Agreement before the end of the Agreement Term (not as a result of a significant breach of agreement by Canon), it shall not release the Customer from its obligation to pay the agreed amount for the Services covered by the Agreement.

## **5 OBLIGATIONS OF THE CUSTOMER**

**5.1** 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.

**5.2** 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>.

**5.3** The Customer is responsible for ensuring that all of its Users comply with the terms of the Agreement (where applicable). If Canon provides the Services on an ongoing basis, the Customer is responsible for keeping a list of Users who are authorised to gain access to and/or receive the Services.

**5.4** 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.

## **6 INTELLECTUAL PROPERTY RIGHTS**

**6.1** 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.

**6.2** 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.

**6.3** 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.

**6.4** 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.

**6.5** 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 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.

## **7 CONFIDENTIALITY**

**7.1** 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.

**7.2** 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.

**7.3** 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.

## **8 LIABILITY**

**8.1** 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.

**8.2** 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 10 (Force Majeure).

## **9 LIMITATION OF LIABILITY**

**9.1** 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 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.

**9.2** 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.

**9.3** 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.

## **10 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, significantly more complicated, or unduly rendered more costly due to circumstances beyond the control of the Party, and which such 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.

## **11 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.

## **12 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.

## **13 MANUFACTURER'S LIABILITY**

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.

## **14 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).

## **15 AGREEMENT TERM AND TERMINATION**

**15.1** The Agreement Term and applicable termination notice periods are given in the Agreement Specification and/or applicable Special Provisions.

**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.

## **16 MISCELLANEOUS**

**16.1** 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 fulfils the purpose of the original provision as far as possible.

**16.2** The failure of a Party to invoke or enforce a provision of this Agreement shall not imply that the Party has waived such provision, and shall in no way deprive such Party of its right to invoke or enforce the provision thereafter.

**16.3** A party may not assign or transfer its rights or obligations under this Agreement without the other Party's consent. Canon is however entitled to transfer its right to receive payment under the Agreement, and to assign the Agreement to another company within the same group of companies 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 an administration fee as specified in Canon's applicable price list.

**16.4** Canon has the right to amend the Agreement or make such additions to it as needed due to 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 any other amendments or additions to the Agreement, the Customer shall be informed in writing via email or letter at least one (1) month before the amendment is intended to enter into force. If the Customer does not accept an amendment 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 in respect of the affected part of the Service 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 ID-code. Such special code is sent to the Parties via SMS or email for the purpose of signing.

## **17 APPLICABLE LAW AND DISPUTES**

**17.1** The Agreement shall be governed by the substantive laws 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.

**17.2** 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.

## **SPECIAL PROVISIONS**

### **18 PRODUCT SALES**

This section 18 applies to the Customer's purchasing of Products from Canon. If Canon will be providing Maintenance on a delivered Product, the provisions in section 20 applies to the Maintenance Commitment in addition to what is stated herein.

#### **18.1 Delivery**

18.1.1 In general, Products are delivered from Canon's warehouse. Unless otherwise agreed, Canon arranges shipping to the Customer by suitable means on the Customer's behalf and at the Customer's expense. The Customer is charged shipping and handling charges for all shipments.

18.1.2 The Customer is obligated to take receipt of the Product on the agreed date. If the Customer does not take receipt of the Product on the agreed date and this is not due to circumstances for which Canon is responsible, the Customer remains obligated to pay for the Product under the Agreement. In such an event, Canon have the right to store the Product at the Customer's risk and expense. Canon is entitled to terminate the Agreement if the Customer does not take receipt of the Product during an unreasonably long time.

#### **18.2 Reservation of title**

The ownership of sold Products is transferred to the Customer when Canon has received full payment and delivery has been made. If the Customer fails to meet its obligations under the Agreement, Canon has the right to repossess a delivered Product. The Customer undertakes to take good care of the Product, and not to relocate, transfer or otherwise modify or tamper with the Product, for as long as Canon remains the owner. The Customer shall mark the Product stating that it is Canon's property, for as long as the reservation of title is valid.

#### **18.3 Price**

If a price is not specified in the Agreement Specification, the price list applicable at the time of delivery shall apply. Unless otherwise stated in the Agreement Specification, invoicing shall take place after delivery.

#### **18.4 Faults**

Products have a warranty period of twelve (12) months, unless otherwise stated in the Agreement Specification. If the Customer is able to demonstrate a default within the warranty period, the Customer is entitled to have the defect Product repaired or replaced free of charge. A defect Product is a Product that substantially deviates from the Product's technical specifications, as provided by Canon when the Agreement was concluded. The Customer shall assist Canon with identifying the default and clearly demonstrating the nature of the defect. Defaults are rectified during Canon's ordinary working hours at

the Customer's premises, at Canon's premises, or at a service point designated by Canon. If the rectification is not carried out at the Customer's premises, the Product will, unless otherwise agreed, be transported at the Customer's risk and expense.

### 18.5 Liability

- 18.5.1 What is set out in this section, together with what is stated in sections 8 and 9 above, sets out Canon's full liability for defaults in Products. Canon is not liable for defaults that are caused by: i) normal wear and tear of the Product, ii) the Customer's use of consumables, spare parts or equipment contrary to Canon's instructions, iii) the Customer's modification of or tampering with the Product, or iv) other incorrect use of the Product. Nor is Canon liable for faults that do not cause the Customer any significant inconvenience and/or affects the intended use of the Product.
- 18.5.2 All used Equipment is sold in its existing condition, and Canon is only liable for the function of the used Equipment during a warranty period of three (3) months from the time when the Equipment was delivered.

## 19 THE CUSTOMER'S RENTAL OF EQUIPMENT

This section 19 applies when the Parties have agreed that the Customer shall rent Equipment from Canon. If Canon is providing Maintenance on Equipment that is a Rental Object, the provisions in section 20 also applies. If the Customer is renting Equipment through financing from an external party (brokered by Canon), the conditions in a separate agreement with the external party shall apply.

### 19.1 Rental Period

- 19.1.1 The Rental Period and applicable Rental Fees are detailed in the Agreement Specification. The Rental Period starts on the first day of the month after the Rental Object is delivered to the Customer. If Canon has undertaken to ship the Rental Object to the Customer, the risk for the Rental Object is transferred, and delivery is deemed to be made, when the Rental Object has been delivered to the location specified by the Customer.
- 19.1.2 In order for the Rental Period to expire at the end of the Rental Period, written notice of termination shall be given no later than six (6) months before the end of the Rental Period. Notice shall be given in writing. If the Rental Period is not terminated within the period specified in this provision, it is extended by twelve (12) months at a time with the same notice period and the same Rental Fee as last notified.
- 19.1.3 Canon reserves the right to carry out a customary credit check before each delivery of a Rental Object. 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 Rental Object. In such case the Rental Period will not be initiated. Canon has the right to carry out regular credit checks during the Rental Period to check that the Customer continues to meet the applicable credit levels.

### 19.2 Fault upon Delivery

If the Rental Object does not function as specified in the Agreement upon delivery, and deviates substantially from the Rental Object's technical specifications as provided by Canon when the Agreement was concluded, Canon shall rectify the deficiency at no cost and without unreasonable delay. The Customer is obligated to pay the Rental Fee during the period when the deficiency is being rectified. Canon's obligations under this section does not extend to faults or deficiencies that have no significance for the Customer's use of the Rental Object, nor to

faults that have arisen as a result of the Customer's failure to follow the instructions for care and use of the Rental Object.

### 19.3 Rental Object

- 19.3.1 The Rental Object is and remains Canon's property. Any accessories installed on the Rental Object by Canon, such as card readers, are deemed to form part of the Rental Object, and are subject to the provisions of this section 19. The Customer shall ensure that the Rental Object is marked with a sign showing that the Rental Object is the property of Canon. The Customer undertakes to only use the Rental Object pursuant to Canon's operating instructions. The Rental Object may only be used for the work tasks, and under the working conditions, for which it is intended.
- 19.3.2 The Customer does not have the right to modify or tamper with the Rental Object. The Customer is responsible for the care, maintenance and storage of the Rental Object, and for the costs of consumables, during the Rental Period. Only spare parts and high-quality consumables approved by Canon, and original parts may be used on the Rental Object. The customer is liable to request information from Canon in case it is unclear which consumables and parts that may be used for the Rental Object. The Rental Object may not be repaired without Canon's consent. The Customer shall appoint, in consultation with Canon, an operator who will be responsible for care of the Rental Object.
- 19.3.3 The Rental Object may not be moved to a location other than the original installation site without Canon's written consent and only pursuant to Canon's instructions. If the new location of the Rental Object causes additional work or costs for Canon, Canon is entitled to adjust the Rental 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 Rental Object made at the Customer's request.
- 19.3.4 The Customer is obligated to, at all times, keep Canon informed of where the Rental Object is stored, and to grant Canon access to such location when the Customer has the Rental Object in its possession (regardless of reason).

### 19.4 Damage and Loss

- 19.4.1 The Customer undertakes to take all necessary measures to ensure that the Rental Object is not exposed to theft, robbery, unlawful use or other damage. During the time in which the Rental Object is in the Customer's possession, the Customer is liable for loss of the Rental Object and all damage that is not caused by normal wear and tear. Canon shall be notified of damage or loss promptly. If the Rental Object cannot be repaired, the Customer is obligated to compensate Canon by an amount equivalent to the full market value of the Rental Object.
- 19.4.2 During the time in which the Rental Object is in the Customer's possession, the Customer is liable for damage caused by the Rental Object to the Customer's or any third party's property. The Customer shall indemnify Canon against all claims from third parties concerning personal injury or damage to property caused by the Rental Object while the Rental Object is in the Customer's possession.
- 19.4.3 If the Rental Object is lost, damaged or cannot be used for another reason, the Customer shall inform Canon of this immediately. In such an event, the Customer is also obligated to pay the Rental Fee for the remaining part of

the Rental Period and fulfil the other obligations under the Agreement. 19.7.2

## 19.5 Rental Fee

19.5.1 The Rental Fee is based on a base price for the Rental Object. It is specified in the Agreement what is included in the Rental Fee. The Customer is solely liable for paying all costs incurred in the operation, service, maintenance and repair of the Rental Object, and also for spare parts, accessories and consumables. An initial fee is charged from the actual day of delivery of the Rental Object until the start of the Rental Period (the interim period). If the Rental Fee is based on monthly rental, the initial fee amounts to 1/30 of the calculated monthly rental per day, and if the Rental Fee is based on quarterly rental, to 1/90 of the calculated quarterly fee per day.

19.5.2 Canon has the right, with binding effect, to adjust the agreed Rental Fee if any of the following occurs before delivery of the Rental Object: i) the reference interest noted in the Agreement changes, ii) Canon is affected by cost increases that could not reasonably have been foreseen when the Agreement was concluded, iii) legislation, political action or other action by regulatory authorities, leads to a change in the conditions on which the original calculation of the Rental Fee was based, iv) Canon's insurance costs changes, or v) another unforeseeable event outside Canon's control affects the price. The contents of this section shall also apply to a delivered Rental Object provided that Canon informs the Customer of the Rental Fee adjustment at least one (1) month beforehand.

## 19.6 Early Termination of the Rental Period

19.6.1 Canon has the right to terminate the Rental Period with immediate effect if: i) the Customer delays payment of the Rental Fee for more than ten (10) days after the payment due date, ii) the Customer neglects the Rental Object or otherwise substantially breaches its obligations under this section 19, or iii) Canon believes the Customer does not have sufficient creditworthiness (see section 19.1 above, third paragraph).

19.6.2 If the Rental Period is terminated early, the Customer's right to use the Rental Object ceases. In such an event, the Customer must return the Rental Object to Canon, and Canon shall repossess the Rental Object at the Customer's expense. If Canon has reasonable cause to assume that the Rental Object will not be returned as described above, Canon has the right to take immediate repossession of the Rental Object at the Customer's expense. In the event of repossession of the Rental Object as described above, the Customer must immediately pay, in addition to the unpaid Rental Fees and default interest, compensation for Canon's actual losses caused by the breach of Agreement.

## 19.7 Return of the Rental Object

19.7.1 When the Rental Object 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 liability for care of the Rental Object does not cease until Canon, or its representative, has taken possession of the Rental Object. The Customer has no right at all to use the Rental Object after the end of the Rental Period. Canon will carry out an inspection of the Rental Object after its return, and is entitled to charge the Customer the cost of this inspection pursuant to Canon's applicable price list. The Rental Object is deemed to have been returned when it has come into Canon's possession.

When the Rental Object 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 Rental Object at the Customer's expense. If the Rental Object is not returned within thirty (30) days after the end of the Rental Period, for whatever reason, the Customer is obligated to compensate Canon by paying an amount equivalent to the Rental Object's full market value.

## 19.8 Miscellaneous

Canon is entitled to assign its rights as lessor to another party. The Customer may not assign, rent, lease or otherwise dispose of the Rental Object or assign the rental agreement to another party without Canon's written approval. If the Rental Object or rental agreement is assigned as described in the foregoing sentence after Canon's approval, the Customer shall be charged an assignment fee of SEK 1,500.

## 20 MAINTENANCE COMMITMENT

This section 20 applies when the Parties have agreed that Canon is to provide Maintenance. The scope of the Maintenance Commitment, the Maintenance Object and the applicable Maintenance Fees are specified in the Agreement Specification. The provisions of this section shall apply independently of any provisions relating to the rental and/or purchase of an applicable Maintenance Object. If the Maintenance Commitment includes Consumables, the provisions in section 21 below shall also apply.

### 20.1 Scope

20.1.1 Unless otherwise stated in the Agreement Specification, the Maintenance Commitment is limited to the contents of this section 20. The Maintenance Agreement requires Canon to rectify faults and carry out maintenance service on the Maintenance Object, so that the Maintenance Object is returned to a satisfactory condition, considering its intended use and technical standard. For the avoidance of misunderstanding, the Maintenance Commitment only includes the Maintenance Object or Objects specified in the Agreement Specification.

20.1.2 The Maintenance Commitment does not cover the rectification of faults and/or damage caused by: i) the Customer's failure to observe the technical specifications and other instructions that apply to the Maintenance Object, ii) use of the Maintenance Object 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 Maintenance Object by someone other than Canon, v) changes, faults, disruptions, breakdowns, viruses or similar events in the Customer Environment, or vi) a circumstance described in section 10 (Force Majeure).

20.1.3 The Maintenance Commitment does not cover care and maintenance of the Maintenance Object which, according to the Agreement, is the Customer's responsibility, for example, cleaning, replacing cartridges, paper, spare parts and other consumables.

20.1.4 Canon provides Maintenance during Working Hours and in compliance with Canon's from time to time applicable Maintenance procedures. The Maintenance work may be carried out at the Customer's premises, at Canon's premises, via remote service, or at service point designated by Canon. Canon has the right to, at all times, decide how the Maintenance work should be carried out. If circumstances require the Maintenance Object to be transported to another site for rectification of

defaults, the transportation of the Maintenance Object is carried out at the Customer's own risk and expense.

- 20.1.5 A precondition for Canon's obligation to rectify defaults as part of the Maintenance Commitment is that the Customer notifies Canon of the default in compliance with the Agreement. Unless otherwise stated in the Agreement, the Customer shall report the default to Canon's helpdesk pursuant to Canon's current Maintenance procedures.

## 20.2 Response time

- 20.2.1 Response time is 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 have been let in by the Customer), or ii) Canon's Maintenance staff make contact with the Customer by phone via remote service.
- 20.2.2 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 fault 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 fault 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 fault must be rectified or the Maintenance work must be carried out within a specific time frame.

## 20.3 The Customer's Commitments

- 20.3.1 If the Customer intends to relocate the Maintenance Object or make other changes that may affect Canon's provision of the Maintenance, the Customer must inform Canon of this in writing, stating what its planned actions are. If Canon has the opinion that its costs will increase from such action, Canon is entitled to compensation for such costs, as specified in the applicable price list, and to adjust the Maintenance Fee accordingly. In such an event, Canon is also entitled to adjust the Maintenance conditions. The contents of this paragraph also apply in the event of a modification, upgrade and/or extension of the Maintenance Object implemented at the Customer's request or caused by something for which the Customer is responsible for. The Customer is responsible for all costs associated with the repositioning, relocation and/or modification of the Maintenance Object.
- 20.3.2 The Customer shall grant Canon access to premises and equipment without delay or cost where this is necessary for Canon's implementation of its Maintenance Commitment. This may require the assistance of the Customer or its subcontractor(s). The Customer must ensure that an authorized employee of the Customer, or its subcontractor, is available to Canon for the implementation of the Maintenance work. The employee shall assist Canon with the troubleshooting etc. and shall have the necessary networking skills and authorisation to open up any gates in firewalls, switches, routers or similar equipment.

## 20.4 Maintenance Fee

- 20.4.1 The Maintenance Fee is charged in advance, unless otherwise agreed. The Customer's obligation to pay the Maintenance Fee comes into force on the date the Maintenance Object is delivered to the Customer (regardless of the date specified in the Agreement Specification).

- 20.4.2 If more than three (3) years have passed since the Maintenance Object was delivered to the Customer and the Maintenance Object was not a pre-used Product at the time of delivery, Canon is also entitled to adjust the Maintenance Fee by adding an age surcharge of five (5) percentage points, in addition to other increases. If the Maintenance Object is a used Product at the time of delivery and/or the time the Parties have agreed that Canon should provide Maintenance, Canon is also entitled to adjust the Maintenance Fee annually by adding a surcharge of five (5) percentage points, in addition to other increases.

## 20.5 Liability

Canon's liability for defaults or deficiencies in the implementation of the Maintenance Commitment is limited to what is stated in this section and sections 8 and 9 above. A default or deficiency in the Maintenance Commitment means that the Maintenance provided differs from what is specified in the Agreement, and that the Customer's use of the Maintenance Object is affected more than to a limited extent as a result thereof. If Canon does not meet its obligation under the Agreement and promptly rectify deficiencies in the Maintenance provided, the Customer is entitled to request a price reduction corresponding to the deficiency in the Maintenance Commitment. Canon is only liable for defaults and deficiencies reported by the Customer within fifteen (15) days after the Customer notices, or should have noticed, the default or deficiency.

## 20.6 Separate Termination

- 20.6.1 The Maintenance Commitment applies independently of other agreements relating to the Maintenance Object, such as the purchase of the Maintenance Object (see section 18) or rental of the Maintenance Object (see section 19). This means that the Maintenance Commitment may be terminated separately without it affecting the validity of any other agreements. Termination shall be notified in writing no later than three (3) months before the end of the Agreement Term. If such notification has not been made, the Maintenance Commitment continues for periods of twelve (12) months at a time with a reciprocal notice period of three (3) months.
- 20.6.2 For the avoidance of doubt, a Maintenance Commitment that applies to a specific Rental Object cannot be terminated as described above, but only when the Rental Period ends.

## 21 CONSUMABLES

- 21.1 This section 22 applies if the Parties have agreed that Consumables, or a specified number of print-outs/copies or prints, are to be included in the Maintenance Commitment. Included Consumables only comprise toner and/or ink. Unless otherwise explicitly stated in the Agreement Specification, Consumables never include paper, paper clips or spare parts. Consumables are only supplied for the specific Maintenance Object which the Maintenance Commitment relates to.
- 21.2 Delivery of Consumables is usually 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. When ordering Consumables, the Customer must quote the serial number of the Maintenance Object that the Consumable relates to. It is 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 Maintenance Objects in the current segment on an annual basis. The shipping cost is charged according to the applicable price list for such cost.

**21.3** Canon retains the ownership of Consumables supplied under the Maintenance Commitment until they are utilised by the Customer in the Maintenance Object. 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.

**21.4** Consumables, or the number of print-outs, included in the Maintenance Commitment must be used by the Customer in a way that is typical/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 Maintenance Object. 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 the current price list. If the Customer repeatedly exceeds the agreed consumption levels, Canon reserves the right to raise the 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.

**21.5** If Canon has reasonable grounds to assume that the quantity of Consumables the Customer orders under the Maintenance Commitment is unreasonable considering what is stated in section 21.4 above, 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.

**21.6** 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.

**21.7** 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.

**21.8** At the end of the Maintenance Commitment, and regardless of reason, Canon shall be notified of the meter reading in writing as of the date the Maintenance Commitment ceased to be valid. Canon is thereafter entitled to charge the Customer for any excess consumption/print-outs not charged for, and for other unpaid agreed fixed fees.

## **22 E-SERVICES**

**22.1** This section 22 applies if the Parties have agreed that Canon is to provide an E-service(s) to the Customer. The

applicable E-service is specified in the Agreement Specification. In addition to the provisions of this section, applicable Licensing Terms also apply. If the Parties have agreed on a Support Commitment, the provisions in section 23 below also apply in addition hereto. Applicable parts of this section 22, with the necessary amendments, shall apply in respect of the Firmware supplied by Canon within the scope of the Agreement.

**22.2** 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.

**22.3** 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.

**22.4** 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 any obligation to reimburse the Customer, provided that this does not substantially affect the implementation of the Agreement, and the Customer is informed beforehand.

**22.5** The Customer can only rely on the functionality of an E-service provided that the hardware and software environment that existed during the initial commissioning 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.

**22.6** Unless the Parties have agreed otherwise, Canon's provision of the E-service never includes: i) installation, configuration or 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.

**22.7** If the payment due from the Customer for use of the E-service is based on the number of Users, the Customer may not grant more Users access to the E-service than the number specified in the Agreement Specification. If such an E-service is used by more of the Customer's Users than the number stipulated in the Agreement, the Customer will be charged the difference between the price for the actual number of Users and the agreed price (according to the applicable price list), plus relevant maintenance fees calculated from the date the unauthorised use started, with an administrative cost surcharge of 50 per cent.

**22.8** 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.

**22.9** In the event of problems or general user questions concerning the E-service, the Customer may contact Canon's helpdesk during Working Hours.

## **23 SUPPORT COMMITMENT**

**23.1** This section 23 applies if the Parties have agreed that Canon is to provide Support to the Customer. The Support Object, applicable Support Fees and the scope and duration of the Support Commitment are stated in the Agreement Specification. The Support Commitment only includes the Support Object(s) specified in the Agreement Specification. If the Support Object is Software, the provisions of section 23.8 below shall also apply.

**23.2** Canon's Support Commitment applies independently of other agreements relating to the Support Object. This means that the Support Commitment may be terminated separately without it affecting the validity of the other agreements relating to the Support Object. Termination shall be notified in writing no later than three (3) months before the end of the Agreement Term. If such notification has not been made, the Support Commitment continues for continuous twelve (12) months periods with a reciprocal notice period of three (3) months.

**23.3** Unless otherwise stated in the Agreement Specification, the Support Commitment is limited to what is set out in this section 23. Support is provided during Working Hours and in compliance with Canon's applicable Software Support procedures. The Support 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.

**23.4** The Support Commitment is limited to a maximum of ten (10) hours per calendar month. Thereafter, the Customer shall be charged according to the 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.

**23.5** 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

**23.6** "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.

**23.7** Canon's liability for defaults or deficiencies in the Support Commitment is limited to what is stated in this section and sections 9 and 10 above. A default or deficiency in the Support Commitment means that the Support provided differs from what is described in the Agreement, and that the Customer's use of the Support Object, as a result of the default, is affected to more than a limited extent. If Canon does not meet its obligation under the Agreement and does not promptly rectify deficiencies in the Support provided, the Customer is entitled to request a price reduction corresponding to the deficiency in the Support Commitment. Canon is only liable for defaults and deficiencies reported by the Customer within fifteen (15) days after the Customer notices, or should have noticed, the default or deficiency.

### **23.8 Support Commitment for Software**

**23.8.1** This section 23.8 shall apply, in addition to the provisions of sections 22 - 23.7 above, to the Support Commitment where the applicable Support Object is Software.

**23.8.2** The Support Commitment includes making Software Updates available to the Customer as and when they are made available by the relevant Licensor.

**23.8.3** 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.

**23.8.4** 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, 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.

**23.8.5** If the inclusion of further modules or licences linked to the Support Object is agreed, Canon reserves the right to adjust the agreed Support Fees. Canon also reserves the right to charge the Customer, according to the current price list, for the work carried out on planning, adapting and including agreed modules or licences. The Customer accepts that the provisions of the Agreement and the applicable Licensing Terms shall also apply automatically to included modules or licences.

## **24 ADDITIONAL SERVICES**

This section 24 applies if the Parties have agreed that Canon is to provide Additional Services to the Customer. The Additional Services offered by Canon can be provided on an open account or fixed price basis.

### **24.1 Open Account**

The Additional Services Canon provides to the Customer on an open account basis mainly include: i) standard additional services such as relocation of Equipment, user administration, installation and provision of card readers, ii) urgent additional services, the provision of which cannot be postponed, and iii) return-related additional services, such as the disconnection and removal of Equipment and measures to manage Customer Data, e.g., data cleaning of hard disks, SD cards, and the migration of Customer Data. The Additional Services ordered by the Customer from Canon as described in this section are charged pursuant to Canon's applicable price list.

### **24.2 Fixed Price**

- 24.2.1 The Additional Services that Canon provides at a fixed price mainly include larger-scale additional services which normally requires administration and planning. Additional Services include, for example, reconfiguring and/or relocating more than five items of Equipment, bug fixing and other changes relating to the availability, performance and security of the Services. The Additional Services that are carried out at a fixed price are generally provided by Canon if this is specified in the Agreement Specification and/or after the Customer has approved a previously submitted quotation, offer or other document specifying the scope and price of the Additional Services.
- 24.2.2 If the Parties have agreed on a fixed price for the Additional Services and Canon incurs additional work or costs in connection with the provision of the Additional Services which are not as a result of circumstances that Canon is responsible for, Canon has the right to debit the Customer on an ongoing basis, in addition to the agreed fixed payment, for the additional work according to Canon's applicable price list.

## **25 COLLECTION OF MACHINE**

- 25.1** In addition to what is regulated within these Terms for the provision of Services by Canon, 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.
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