

SOFTWARE USER LICENCE AGREEMENT

ATTENTION: PLEASE READ THIS DOCUMENT BEFORE CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS SHOWN BELOW.

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

- **Software Name: iW Document Server Data Converter (the "SOFTWARE")**

BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS SHOWN BELOW, AND/OR BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT INSTALL OR USE THIS SOFTWARE APPLICATION.

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

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

Grant of license: Canon grants you the personal, non-exclusive license to use ("use" as used herein shall include storing, loading, installing, accessing, executing or displaying) the Software on multiple computers. You may (1) make one copy of the Software solely for a back-up purposes and (2) allow other users to use the Software, provided that you ensure that all such users shall abide by the terms of this Agreement and shall be subject to the restrictions and obligations borne by you hereunder.

You are ***not*** permitted to: (1) rent, lease, sub-license, loan, sell, assign, convey, transfer, copy, modify, adapt, merge, translate, convert to another programming language, reverse-engineer, decompile, modify, alter, disassemble or create derivative works based on the whole or any part of the Software or its related documentation, and not to have any third party to do so, or use the Software, or let any third party use the Software or its related documentation except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly permitted by law; (2) use the Software for the purpose of developing other software programs; or (3) reproduce or deal in the Software or any part thereof, or allow any third party to reproduce or deal in the Software or any part thereof, in any way, except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly permitted by law.

Export restriction: You agree not to send or bring the Software or its documentation out of the country where you originally obtained it to other countries without any required authorization of the applicable governments. You agree to comply with all export laws and restrictions and regulations of the country or countries involved, as well as with the U.S. Export Administration Regulations ("EAR"), and not to export or re-export, directly or indirectly, the Software in violation of such laws, restrictions and regulations, or without all necessary approvals.

Term and Termination: This Agreement is effective upon your acceptance by clicking the button

indicating your acceptance as shown below and/or by using the Software and shall continue in effect until terminated.. You may terminate this Agreement by destroying the Software and its documentation including any and all copies. This Agreement may also be terminated if you fail to comply with any of its terms and conditions. Upon termination for whatever reason, in addition to Canon enforcing its respective legal rights, you shall immediately destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer in your possession, power or control. All clauses that by their nature should survive termination, shall survive termination or expiry of this Agreement.

Support and update: Canon, Canon subsidiaries or affiliates, their distributors and dealers are not responsible for maintaining or helping you to use the Software or its documentation. No updates, fixes or support will be made available for the Software or its documentation.

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

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

If the software is provided in a medium, such as a CD-ROM, by Canon or its subsidiaries, Canon or Canon's subsidiary warrants the medium on which the Software is stored to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of you obtained the same as evidenced by a receipt or otherwise.

CUSTOMER REMEDIES. Canon, Canon's subsidiaries and affiliates, their distributors and dealers' entire liability and your exclusive remedy shall be the replacement of the medium not meeting the LIMITED WARRANTY and which is returned to Canon's local sales subsidiary operating in the country where you obtained the Software with a copy of the receipt or otherwise. The LIMITED WARRANTY does not apply if failure of the medium has resulted from accident, abuse or misapplication of the Software and shall not extend to anyone other than the original user of the Software.

THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, REPRESENTATIONS (OTHER THAN FRAUDULENT REPRESENTATIONS), UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER CANON, CANON SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS OR DEALERS OR CANON LICENSORS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL SPECIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION), WHETHER OR NOT CANON, CANON SUBSIDIARIES OR AFFILIATES, THEIR DISTRIBUTORS OR DEALERS OR CANON LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CANON'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT

LIMITATION, NEGLIGENCE) OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED AN AMOUNT EQUAL TO THE PRICE OF THE CANON PRODUCT FOR WHICH THE SOFTWARE IS DESIGNED, PAID BY YOU, OR IF THE SOFTWARE IS NOT DESIGNED FOR A SPECIFIC CANON PRODUCT, AN AMOUNT EQUAL TO THE PRICE FOR THE SOFTWARE PAID BY YOU.

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

NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF A CONSUMER.

U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE: The Software and its documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by agencies of the U.S. government is subject to restrictions as set forth in either subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Canon Inc./30-2, Shimomaruko 3-chome, Ohta-ku, Tokyo 146-8501, Japan.

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

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

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

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

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

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

ACKNOWLEDGMENT: BY CLICKING THE BUTTON INDICATING YOUR ACCEPTANCE AS SHOWN BELOW AND/OR USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT AND AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS.

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