SOFTWARE USER LICENCE AGREEMENT

ATTENTION: PLEASE READ THIS DOCUMENT BEFORE CLICKING THE “YES” BUTTON 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”).

Product Name:
iW360 Version 2.0, which contains the following software programs (“the Software”):
- iW Document Manager Workgroup Version 4.1, Server program (“Workgroup Server”)
- iW Document Manager Client for MEAP Version 1.3, Service Provider (“Service Provider”)
- iW Document Manager Gateway Version 4.1 (“Gateway”)

Trial Period:
Forty-five (45) days from your acceptance of this Agreement

BY CLICKING THE “YES” BUTTON BELOW, 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 THIS SOFTWARE APPLICATION.

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

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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 in accordance with (a) to (d):

(a) with respect to Workgroup Server, you may use such software program only on a single server computer, for use with “iW Document Manager Workgroup Version 4.1, Client program”;
(b) with respect to Service Provider, you may use such software program only on a single server computer, solely for controlling Service Provider on the multifunctional digital printing device with MEAP function connected via network;
(c) with respect to Gateway, you may use such software program on a single server computer connected to the multifunctional digital printing devices via network;
(d) notwithstanding (a) and (c) above, during the Trial Period, you may use Workgroup Server and Gateway on multiple server computers;

and to use the user’s manual of the Software only for use with the Software. You may (1) make one copy of the Software solely for a back-up purposes provided you obtained a License Certificate 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.

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Term and Termination: This Agreement is effective upon your acceptance by clicking the “YES” button below and shall continue in effect (a) until expiry of the Trial Period, unless terminated earlier; and/or (b) if you obtained a License Certificate 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.

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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.

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NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF A CONSUMER.
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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 “YES” BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT AND AGREED TO BE BOUND BY ITS TERMS AND CONDITIONS.