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SECURE PROFILE MANAGEMENT (SPM) AGENT

END USER LICENCE AGREEMENT

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- any associated documents whether printed or electronic (Documents).

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- (b) receive and use any update of the Software incorporating any corrections of errors as may be provided by us from time to time; and
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9.2. This Licence will terminate if you fail to comply with any of its terms.

9.3. In the event this Licence terminates for your failure to comply with its terms, in addition to Canon enforcing its respective legal rights, you must promptly destroy the Software including any and all copies thereof.

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(a) all rights granted to you under this Licence shall cease;

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(c) you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

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This Licence is not intended to give rights to any third parties, except as expressly provided, to enforce any term of this Licence and as such excludes any such rights to the fullest extent permitted by law.

11. SEVERABILITY

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

12. VARIATION

We may update the terms of this Licence at any time by written notice to you.

13. OTHER TERMS

- 13.1. We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 13.2. You may not transfer your rights or your obligations under this Licence.
- 13.3. This Licence constitutes the entire agreement between you us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to the subject matter of this Licence.
- 13.4. You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
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- 13.8. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the law and subject to the exclusive jurisdiction of the courts of jurisdiction in which Canon is located.