

# uniFLOW Online Cloud Services Agreement

You may wish to save a copy of this Agreement for your records. In any event, NTware may, in its sole discretion, modify or update this Agreement from time to time, so you should review this page which you can find at https://<your\_vanity\_domain\_prefix>.au.uniflowonline.com periodically.

This uniFLOW Online Cloud Services agreement (including the documents it references) (the "**Agreement**") is made between you, the end user of the Services (as hereinafter defined) ("**you**") and the provider of the Services: NT-ware Systemprogrammierungs-GmbH, a limited liability company registered in Germany having its principal place of business at Niedersachsenstraße 6, Bad Iburg, Germany, 49186 ("**NT-ware**"). It includes the entire variety of online services offered from time to time whether on a free or chargeable basis, website access, software, training, documentation, and other information purchased in connection with such items (individually and collectively, "Services" as more particularly defined hereinafter).

The Agreement sets forth the conditions upon which you may access and use the Services. Your access to and use of the Services is conditioned on your acceptance of and compliance with this Agreement. **By entering into this Agreement you represent and warrant that you are over the age of eighteen (18) and possess the legal capacity to bind yourself and your business organization or entity ("Company") to its terms and conditions. If you are entering into this Agreement on behalf of a business organization or entity ("Company"), you represent and warrant that you are duly authorized to bind the Company to this Agreement.** If you do not have the legal authority to bind the Company or you do not agree with the terms and conditions of this Agreement, do not accept this Agreement and do not use the Services.

This Agreement is effective on the date you accept the Agreement (the "**Effective Date**"). You may accept the Agreement by clicking "I Agree" and thereby manifesting your assent to these terms and conditions or by returning this Agreement by email.

NT-ware's address for notification is:

Post: NT-ware Systemprogrammierungs-GmbH at Niedersachsenstraße 6, 49186 Bad Iburg, Germany;

uniFLOW Online Production Cloud Services Agreement July 2021

E-mail: info@nt-ware.com

By accepting the terms of this Agreement, you expressly agree to the collection, use, and disclosure of data as set forth in this Agreement, the NT-ware Privacy and Cookies Policies located at https://<your\_vanity\_domain\_prefix>.au.uniflowonline.com (which is hereby incorporated by reference) and to all applicable Third Party Providers policies and terms and conditions expressly incorporated into this Agreement by reference.

### **1. AGREEMENT DEFINITIONS**

**Account:** The collection of key information identifying and defining your subscription for Services governed by this Agreement created in accordance with Section 7 of this Agreement.

**Business Day:** any day which is not a Saturday, Sunday or public holiday in the country where NT-ware provides the Services.

**Charges:** any fees and charges payable for the Services as agreed in the Order.

**Data:** any technical and non-personal data delivered to NT-ware through automated or other means in connection with your use of the Services.

**End User Licence (or EULA):** the licenses provided with NT-ware Software allowing you to use the NT-ware Software for the purpose of using the Services and set out as Attachments to this Agreement.

**Intellectual Property Rights:** all intellectual property rights recognized as such in any jurisdiction including (without limitation) any and all (a) patents, utility models trademarks, service marks, business and trade names and rights in domain names, logos, get up (including any and all goodwill associated with or attached to same) designs, copyrights, database rights; and (b) all similar or equivalent rights protecting inventions, discoveries, technology, know-how, trade secrets, expertise, methodologies or any creative, artistic or industrial works or information, together with all applications and rights to apply for registration of any such rights.

**Order:** the order which your Reseller places with NT-ware and pursuant to which a Reseller sells the Services requiring paid subscription to you in the Territory and which: (i) establishes the specific Services and the Term (ii) sets out the Charges to you and (iii) references and incorporates the terms and conditions of this Agreement as the sole terms and conditions applicable to the Services you purchase.

**Personal Data:** any information relating to an identified or identifiable natural person inputted by you (or delivered to the Website by automated procedures) for the purpose of using the Services or facilitating your use of the Services; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. You are solely responsible for the content of all Personal Data. You will secure and maintain all rights in Personal Data necessary for NT-ware to provide the Services to you without violating the rights of any third party. NT-ware does not and will not assume any obligations with respect to Personal Data other than as expressly set forth in this Agreement or as required by applicable law.

**Reseller:** Canon Australia Pty Ltd. ("CA") and their authorized retail dealers in the Territory.

**Services:** a range of cloud based solutions designed to manage customer's print environments. The Services will be hosted regionally on a flexible and secure platform made up from time to time of the use of NT-ware Software and any of the following as requested by You. The Services are in particular:

uniFLOW Online Express: a basic cloud-based print and scan management application that allows organizations to extend their Canon devices with access control, easy to use scanning capabilities, and integrated cost tracking. As part of the uniFLOW Online portfolio, it is the default mode and does not require any paid subscription. With uniFLOW Online Express you agree that NT-ware reserves the right to amend your vanity domain name at any time upon written notice in due time.

uniFLOW Online: a secure cloud print and scan solution which enables organizations to manage their entire environment. The solution improves document security, controls printing costs and increases employee productivity whilst reducing internal IT overheads. It has been designed to meet the needs of organizations who do not want to invest in or manage local servers but still want to control their printing process. uniFLOW Online requires paid subscription.

**NT-ware Software:** software modules provided under this Agreement and the corresponding EULAs, installed on your local systems or personal computer or installed on Canon MEAP / AddOn Platform devices (Universal Login Manager and uniFLOW MEAP / AddOn Scan Client software) in order for you to use the Services (and for such use only).

**Territory:** Australia and New Zealand. For the avoidance of doubt, reference to Territory means that the user must be at a computer in the Territory using an internet address in the Territory.

**Term:** the duration of the Services requiring paid subscription as set out in the relevant Order and any renewal periods specified therein or purchased afterwards by you from your Reseller.

**Third Party Providers:** the third party providers with whom NT-ware has relevant contracts in place for the provision of the Services (or part thereof) and which currently include Microsoft the terms of which are set out in. The contract terms of Microsoft are set out in http://azure.microsoft.com/en-gb/support/legal/

**Website:** the website through which you may access the Services and which currently is https://<your\_vanity\_domain\_prefix>.au.uniflowonline.com

- 1. Clause headings shall not affect the interpretation of this Agreement.
- 2. Reference to **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 3. Reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4. Words in the singular shall include the plural and vice versa.
- 5. A reference to one gender shall include a reference to the other gender.
- 6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 7. A reference to writing or written includes e-mail.

#### 2. TERM

In case of Services requiring paid subscription, subject to NT-ware's suspension and termination rights, this Agreement is valid for the Term specified in the Order. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (additional users or devices), for any cloud services options offered by NT-ware for the original Services ordered, and for any renewal of the Services period of the original Order.

# **3. ACCESS TO SERVICES**

You may use the Services by accessing the Website (or such other website that NT-ware may use to provide the Services) and only in compliance with the terms and conditions of this Agreement and all (i) local, state, national, and international laws, statutes, rules, regulations applicable to you, or any data collected or otherwise processed by you; (ii) judicial, governmental, or administrative order, judgement, decree or ruling or enforceable requirements of any industry self-regulatory body; and (iii) enforceable regulatory and binding guidance and written or authoritative interpretation of any of the foregoing by a regulatory body (collectively, "Laws").

Subject to the terms and conditions of this Agreement, you are permitted to access and use the functions and features of the Services – whether or not requiring paid subscription - made available to you by NT-ware under your subscription to the Services on a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable basis, solely for your own use in conjunction with NT-ware Software licensed in accordance with the end user licence agreement set out at the end of this Agreement and only for your internal business purposes.

NT-ware reserves all rights not expressly granted herein in and to the Services, and other than as expressly set forth herein, nothing in this Agreement shall be construed as granting or transferring any Intellectual Property Right to you.

To enable NT-ware to provide you with the Services, You acknowledge and agree that grant NT-ware may need to process certain Data for the Term. You acknowledge that

NT-ware may allow Third Party Providers to provide cloud hosting (and related support) for the Services Data as required for the proper operation of the Services.

#### YOU FURTHER ACKNOWLEDGE AND AGREE THAT IN ORDER TO RECEIVE THE SERVICES YOU WILL ENSURE THAT YOUR DEVICES HAVE "COOKIES" ENABLED. PLEASE NOTE THAT UNIFLOWONLINE.COM DOES NOT WORK WITHOUT COOKIES BEING ENABLED.

NT-ware or its Third Party Providers may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Term, including to reflect changes in technology, industry practices and patterns of system use. You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively "Patches") (if any) necessary for the proper function and security of the Services, including for the NT-ware software. You acknowledge that your first port of call in the event of a technical issue is CA who sold the Services to you.

NT-ware may temporarily suspend your password, account, and access to or use of the Services if you violate any provision of this Agreement, or if in NT-ware's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

Where you enter into this Agreement on behalf of a Company, you:

- 1. agree that any restrictions and obligations contained herein also include the obligation to procure that other users within the Company comply with such restrictions and obligations; and
- 2. undertake and agree that:

in case of Services requiring paid subscription, the maximum number of users or devices that you authorize to access and use the Services shall not exceed the number of user or device subscriptions as set out in the Order; in case of Services requiring paid user subscriptions, you will not allow or suffer any user subscription to be used by more than one user; in case of Services requiring paid user subscriptions, you will ensure that each user shall keep a secure password for his use of the Services, that such password shall be changed frequently (it is recommended that it is changed at least monthly) and that each user shall keep his password confidential; in case of Services requiring paid user subscriptions, you shall maintain a written, up to date list of current users in the Company and provide such list to NT-ware within 5 Business Days of NT-ware's request.mobile print through mobile devices such as iPad and iPhone is possible but you are the sole responsible for any data charges that you may incur for using this service.

#### 4. RESTRICTIONS

To the fullest extent permitted by applicable statutory law, you may not:

- 1. reverse engineer, decompile, or disassemble the Services, the NT-ware software (or any portion thereof);
- 2. modify, create derivative works from, distribute, transmit, transfer, license, sublicense, sell, market, or lease any portion of the Services, the NT-ware software or any Data, data, or information made available through or contained within the Services, including, without limitation, any text, documents, reports, charts, logos, buttons, icons, images, market data or other data, screenshots, audio and video recordings, graphics, photographs, still and moving images, sound, illustrations, information, software, products, and services, and the arrangements of all such Data within the Services;
- 3. use any or all of the Services for third-party training, commercial time-sharing or service bureau use;
- 4. use the Services for any illegal or unauthorized purpose, including without limitation any purpose in violation of any Laws in NT-ware's or your jurisdiction or any other applicable jurisdiction;
- 5. interrupt or attempt to interrupt operation of the Services in any way or impair anyone else use of thereof;
- 6. remove or obscure any trademark symbols, copyright notices, or other Intellectual Property Rights notices in the Services or the NT-ware Software;
- 7. use or provide log-in credentials of any other users of the Services;
- 8. spam, interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services or attempt to do so;
- 9. take any action that imposes, or may impose, as determined in NT-ware's sole discretion, an unreasonable or disproportionately large load on its infrastructure for the Services;
- 10. upload invalid data, viruses, worms, or other software agents or malware through the Services;
- 11. bypass the measures used to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any Data or enforce limitations on use of the Services or the Data therein;
- 12. use the Services in, or in connection with, hazardous environments requiring fail-safe performance, such as the operation of nuclear facilities, aircraft navigation, communication, or control systems, direct life support machines, weapons systems, or other uses in which failure of the Services could lead directly to death, personal injury, or severe physical or environmental damage; or
- 13. use the Services in any way resulting to the violation of the rights of others.
- 14. For the avoidance of doubt, these restrictions apply to any Services you perform on your local machine, including local testing, in addition to Services made available online.
- 15. Use of the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

# **5. OWNERSHIP RIGHTS**

NT-ware and its licensors retain all of their respective right, title and interest in and to the Services (including software used to provide these), and all Intellectual Property Rights in and any derivative works of the foregoing. Except as expressly provided

herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights.

You retain all right, title and interest in and to your Data and any Intellectual Property Rights in or to the foregoing.

# 6. CONFIDENTIAL INFORMATION

The Services including the NT-ware Software or other software used in the Services contain confidential and/or proprietary information of NT-ware and/or its licensors. You shall not use the Services or other information received from NT-ware relating thereto, except to the extent expressly permitted herein. You will not disclose the Services or such information to any third party, except to the extent expressly permitted herein; provided, however, that such non-disclosure obligation will not apply to such information that is already in the public domain or which becomes part of the public domain through no wrongful act of you or any third party.

You acknowledge that a breach of this Section 6 of this Agreement would cause substantial harm to NT-ware that could not be remedied by payment of damages alone. Accordingly, NT-ware will be entitled to seek preliminary, temporary and permanent injunctive relief, and other equitable relief, for any such breach, without any requirement to prove damages.

# 7. YOUR ACCOUNT

You must register for an Account to access and use the Services.

Upon creation of an account and after NT-ware accepts an order for Services from a Reseller on your behalf, an automatic email will be sent to the root administrator of your Account with instructions to login for the use of the Account. Further steps are then automatically generated on how to change the password and make the required acceptance of this Agreement.

You are solely responsible for the activity that occurs on your account and you must keep your Account password(s) secure. You agree to not solicit another user's of your Company password, or otherwise act in a way that interferes with other users' use of the Services. NT-ware encourages you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.

You shall promptly notify NT-ware of any possible security incident or misuse related to your Account.

NT-ware cannot guarantee that unauthorized third parties will never be able to defeat NT-ware's and its Third Party Providers' security measures. You must notify NT-ware immediately of any breach of security or unauthorized use of your Account. NT-ware will not be liable for any losses caused by any unauthorized use of your Account, and you acknowledge that you use the Services at your own risk.

#### 8. PAID SERVICES

In case of Services requiring paid subscription, any use of the Services is subject to the payment of all fees or other charges set forth in this Agreement and/or the applicable Order and NT-ware's suspension rights as set out in Section 14 below. You agree to pay all fees in accordance with the applicable Order. NT-ware may add new Services for additional fees and charges at any time. NT-ware may amend fees and charges for existing Services, at any time in its sole discretion, and such amended Fees shall go into effect during the renewal Term immediately following the then-current Term.

You acknowledge and agree that billing data (which may include but not be limited to meter data, Company name, number of users, number of devices but no Personal Data) may be shared with Third Party Providers for the purpose of allowing Charges to be billed for the Services and for improvement of the Services provided to you.

# 9. BETA/TRIALS

You acknowledge and agree that certain products and services may be made available to select NT-ware customers on a beta or trial basis. You acknowledge and agree that such beta products and services may contain bugs, defects, and errors, and that such products and services are not expected to function fully when made available to you. If such products and services are made available to you and you agree to use them, you understand that you are being offered the opportunity in exchange for, among other things, your evaluation of such beta products and services, including but not limited to, feedback on how such products and services may be improved, and a positive reference in a form to be agreed upon should the products and services satisfy your needs. Any feedback offered following a beta/trial use shall be confidential information of NT-ware and all rights including all Intellectual Property Rights in such feedback shall automatically upon creation belong to NT-ware. You further agree that NT-ware may use data from the trials such as Company name, statistics and number of devices. You will generally be notified at regular interval before your trial is due to expire. If you do not purchase paid Services upon expiration of the trial you will not be able to use the Services.

#### 10. YOUR DATA

In connection with your use of the Services, you hereby represent and warrant that:

- 1. you have all necessary rights to provide the Data and any Personal Data to NTware for the Services; and
- 2. NT-ware's use of your Data and Personal Data as contemplated under this Agreement will comply with all Laws, and not violate any rights of any third party, including without limitation Intellectual Property Rights.

NT-ware does not use Data except as stated in this Agreement. If you provide any Data to NT-ware, you are responsible for providing any notices and/or obtaining any consents necessary for NT-ware to access, use, retain and transfer services data as specified in this Agreement.

# **11. PERSONAL DATA PROCESSING**

NT-ware will only use and process Personal Data you provide for the provision of the Services. As between you and NT-ware, you retain all rights to the Personal Data and you are the data controller while NT-ware is the data processor acting on your behalf and your instructions. NT-ware will only use the Personal Data as you direct, with your permission to provide the Services and in accordance with applicable laws. Duration of the processing is for the Term and the purpose is the performance of the Services (see more information below in this section).

NT-ware shall allow you to correct, amend, delete any Personal Data upon request of the appropriate authorized person.

Without limiting the foregoing, in connection with any Personal Data, you further hereby represent and warrant that:

- 1. you have obtained all necessary consents and permissions to provide such Personal Data to NT-ware;
- 2. your provision of any Personal Data and NT-ware's use thereof as provided under this Agreement does not and will not violate any (a) Laws, including without limitation any data protection legislation, (b) any rights of privacy or other third-party rights, or (c) the terms of any privacy policy applicable to Third Party Terms (as defined below).

#### NT-ware takes no responsibility and assumes no liability for any of your Data that you provide, publish, or transmit, directly or indirectly, using the Services. You shall be solely responsible for your Data and Personal Data and the consequences of using, disclosing, or transmitting it using the Services, and you agree that NTware is only acting as a passive conduit.

You hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to NT-ware, a royalty-free, transferable, non-exclusive, worldwide license in connection with the Services to host, transmit, distribute, modify, reproduce, display, archive, analyse, use, execute, create derivative works of, and otherwise perform all operations on your Data and/or Personal Data as reasonably necessary to perform the Services. The rights and licenses granted to NT-ware under this Agreement, including this Section 11, shall extend to Third Party Providers and other contractors exercising such rights and licenses on NT-ware's behalf.

Agreement has been made with our Third Party Providers that storage of any Personal Data shall only be on servers located in the relevant region. However, in very rare occasions access or transfer outside the relevant region may be required for the provision of the Services or part thereof, in which case you hereby expressly agree to such transfer. NT-ware has in place data practices designed to assure that personally-identifiable information is appropriately protected which shall be carried out in accordance with the relevant provisions of applicable data protection laws.

**Reasons for Personal Data Processing** 

- To Provide Services and to Fix Issues: Services data may be accessed and used to perform services under your order for support, consulting, cloud or other services and to confirm your compliance with the terms of your order. This may include testing and applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; and resolving bugs and other issues you have reported to NT-ware. Any copies of services data created for these purposes are only maintained for time periods relevant to those purposes.
- As a Result of Legal Requirements: NT-ware may be required to retain or provide access to services data to comply with legally mandated reporting, disclosure or other legal process requirements.

You control access to services data by users of your Company; users of your Company should direct any requests related to their personal information to you.

NT-ware is committed to the security of your Personal Data, and has in place physical, administrative and technical measures designed to prevent unauthorized access to that information. NT-ware security policies cover the management of security for both its internal operations as well as the Services.

# 12. DATA SECURITY AND SECURITY BREACH

NT-ware will implement and maintain reasonable administrative, physical, and technical safeguards legally required to prevent unauthorized use, access, processing, destruction, loss, alteration, or disclosure of your Data and Personal Data. NT-ware makes no representations that its information security program is designed to safeguard sensitive or special categories of personal information. You are solely responsible for compliance with Laws applicable to Personal Data. You may request a summary of NT-ware's security measures by emailing info@nt-ware.com.

NT-ware will use commercially reasonable efforts to notify you and any relevant data protection authority as required by applicable data protection laws following discovery of a breach or compromise of the security, confidentiality, or integrity of your Data or Personal Data and to take steps to mitigate the effects and minimize any damage resulting from a security incident. Notwithstanding the foregoing, as the owner of your Data, you will be solely responsible for all costs associated with such a breach or compromise, including but not limited to the cost, timing and content of providing notice to any affected persons or other parties as may be required under applicable data breach notification laws.

#### 13. AUDIT

During the Term and for one (1) year thereafter, NT-ware or a third party on its behalf may, at its expense and during your regular business hours, audit your compliance with the terms and conditions of this Agreement. If any such audit reveals any noncompliance by you with such terms and conditions, you will, in addition to any other remedies available to NT-ware under this Agreement, applicable Law, or otherwise, reimburse NT-ware for the full cost of such audit. If use not authorized by this Agreement is found or reasonably alleged by NT-ware, then: (a) you agree to immediately cease such use immediately upon receipt of NT-ware's written notification; and (b) NT-ware may, at its discretion, suspend or terminate this Agreement effective immediately and without liability.

### 14. SUSPENSION AND TERM TERMINATION

NT-ware shall have the right to suspend all Services immediately (without prejudice to termination rights or any other right or remedy) if:

- 1. any event giving NT-ware a right to termination occurs;
- 2. if NT-ware is notified that you have failed to pay any Charges when they fall due;
- 3. if you breach the terms of this Agreement and fail to remedy the breach after receipt of 14 days' notice;
- 4. if you do not abide by any applicable acceptable use or security policies or violates other terms of this Agreement
- 5. if NT-ware (or its Third Party Providers) reasonably believes that suspension of the Services is necessary to protect its customers, data or the integrity of the Service (for example in the event of a denial of service attack).

When NT-ware is entitled to suspend Services under the clause above, you will be unable to access your Data during suspension of Services. You will still be liable to pay the Charges during the suspension of the Services.

In the event that a party commits a breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach. Upon termination or expiration of this Agreement, your account, or your subscription, you shall immediately cease all use of the Services and all amounts due to NT-ware under this Agreement for Services provided by NT-ware prior to the effective date of termination shall become immediately due and payable.

#### **15. NO WARRANTY**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND NT-WARE SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. NEITHER NT-WARE NOR ANY RESELLER MAKES ANY WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NEITHER NT-WARE OR ANY RESELLER MAKES ANY GUARANTEES AS TO THE ACCURACY OR RELIABILITY OF THE SERVICES FOR ANY PURPOSE. IF YOU CHOOSE TO ACCESS THE SERVICES, YOU DO SO AT YOUR OWN INITIATIVE AND RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS. YOU MAY NOT USE OR EXPORT THE SERVICES OR NT-WARE SOFTWARE IN VIOLATION OF US OR FOREIGN EXPORT OR IMPORT LAWS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NT-WARE NOR ANY RESELLER ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR ANY (I) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (IV) ANY ERRORS OR OMISSIONS IN ANY DATA OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY DATA PROVIDED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (V) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

#### **16. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NT-WARE, ANY RESELLER, AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT OR RESULTING FROM NT-WARE'S PROVISION OF OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) IN AN AMOUNT EXCEEDING THE FEES PAID BY YOU FOR THE SERVICES THAT WERE THE SUBJECT OF SUCH CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE APPLICABLE CAUSE OF ACTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NT-WARE, ANY RESELLER, AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE SERVICES OR THE NT-WARE SOFTWARE. UNDER NO CIRCUMSTANCES WILL NT-WARE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY ARISING OUT OF OR RELATING TO MALWARE, HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THIS SECTION (LIMITATION OF LIABILITY) APPLIES WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR BASIS, AND EVEN IF NT-WARE, ANY RESELLER, AND THEIR RESPECTIVE AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES.

#### **17. INDEMNIFICATION**

Upon request of NT-ware, you agree to defend (including responsibility for all court costs, costs of professionals and reasonable attorneys' fees) and/or settle any and all claims, suits, actions or proceedings brought by a third party (including governmental entities) against (i) NT-ware; (ii) NT-ware's affiliates, licensors, and suppliers; and (iii) Reseller, and (iv) each of their respective employees, contractors, agents, officers and directors (a) alleging infringement, misappropriation or violation of any third party's patent, copyright, trade secret, trademark, right of privacy or publicity or other thirdparty right by your Data; or (b) arising from or relating to any breach or alleged breach by you of this Agreement (or any portion thereof) (collectively "Claim(s)"), and shall pay all damages, fines, penalties, and other liabilities awarded or settlement amounts entered into to the extent based upon such a Claim. NT-ware agrees to gives you: (x) prompt written notice of the Claim, (y) full information and reasonable cooperation in connection with the defense and/or settlement of the Claim (at your expense) and (z) full (and sole) authority to defend or settle the claim or suit, provided that NT-ware may participate with counsel of its own choosing at its own expense and further provided that any portion of any settlement or compromise which constitutes an admission or requires contribution from NT-ware shall be subject to the prior written approval of NT-ware. Notwithstanding the foregoing, failure to so notify you shall not diminish indemnity obligations hereunder except to the extent such failure or any delay actually prejudices defense of such matter.

#### **18. EXPORT COMPLIANCE**

The Services and confidential information of NT-ware provided under this Agreement may be subject to U.S. export and import control Laws and the trade Laws of other countries. You agree to comply with all export and import control Laws and to obtain any required licenses or classification to export, re-export or import the Services and any confidential information or other technical information provided by NT-ware. You agree not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export Laws or control Laws of other countries. You will not use the Services for prohibited nuclear, missile, or chemical biological weaponry end uses. NT-ware assumes no responsibility for your failure to obtain any necessary export approvals or for your violation of any export or import control Laws.

#### **19. APPLICABLE LAW; DISPUTE RESOLUTION**

This Agreement is and will be governed by and construed as set out below without giving effect to conflicts of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Any action arising out of or relating to this Agreement may be brought only before any court of competent jurisdiction located in England, in accordance with the English laws and you consent to the exclusive jurisdiction and venue of such courts and waive any objections of improper venue or inconvenient forum. Notwithstanding the foregoing, NT-ware may initiate litigation in any court of competent jurisdiction seeking any remedy in equity, including the issuance of a preliminary, temporary or permanent injunction, or to specifically enforce its rights under this Agreement.

#### **20. OTHER PROVISIONS**

- 1. This Agreement, and any rights granted hereunder, may not be transferred or assigned by you, but may be assigned by NT-ware without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
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Attachment 1 – EULA uniFLOW SmartClient

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Attachment 3 – EULA uniFLOW Online Print & Scan mobile app

**READ CAREFULLY BEFORE USING!** 

NT-WARE SOFTWARE LICENSE AGREEMENT FOR uniFLOW INCLUDING THE FOLLOWING LICENSE MODULES:

- uniFLOW Online User Interface ("NT-WARE APPLICATION")
- uniFLOW Online Print & Scan ("CANON APPLICATION")

COLLECTIVELY REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE"

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to install NT-WARE APPLICATION into any smartphone which has function to connect to the Internet (the 'Smartphone') to connect to the function of 'uniFLOW Online' on a single Canon branded multifunctional digital printing device with multifunctional embedded application platform for each license you have purchased;to install CANON APPLICATION into the Smartphone; to use the NT-WARE APPLICATION and CANON APPLICATION installed according to the foregoing (a) and (b) together on the Smartphone.

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Should you have any questions concerning this Agreement, or if you desire to contact NT-ware for any reason, please write to NT-ware's local subsidiary listed in the accompanying documentation.

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