



[CANON] ONLINE SERVICES MASTER SERVICE TERMS AND CONDITIONS v1.4

YOU ACCEPT THIS CANON SOFTWARE AS A SERVICE AGREEMENT (“AGREEMENT”) BY CLICKING AN ACCEPT BUTTON, BY SIGNING (ELECTRONICALLY OR MANUALLY) THIS AGREEMENT OR AN ORDER FOR THE SERVICES THAT REFERENCES OR INCORPORATES THIS AGREEMENT, OR BY USING THE SERVICES. IF YOU ACCEPT THIS AGREEMENT FOR AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT. THIS AGREEMENT APPLIES UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT IN PLACE EXPRESSLY COVERING THE SERVICES.

1. Provision of [Canon] Online Services

1.1 In consideration of the payment by the Customer to Canon of the Charges for the [Canon] Online Services, Canon shall make available to the Customer the [Canon] Online Services during the term of the Agreement or, where the commencement of provision of the Canon Online Services is following the date of the Agreement from the relevant Online Services Start Date until end of the term of the relevant Agreement.

1.2 If no Online Services Start Date is identified in the Order, then the Online Services Start Date shall be the date that is notified by Canon to the Customer in writing (and at Canon’s sole discretion) as being the date on which Canon will grant access to the Customer to use the [Canon] Online Services.

1.3 If no minimum term of the Agreement is detailed in the Order, subject always to the parties’ respective termination rights as set out in this Agreement, the minimum term of the Agreement shall be 1 year.

1.4 The Customer may access the [Canon] Online Services subject always to the restrictions and limitations (if any) set out in this Agreement and/or in the relevant Canon Online Services Description (together the “Usage Parameters”).

1.5 Notwithstanding any charges, additional charges or other sums that may become payable in respect of use by the Customer of the relevant [Canon] Online Services that is in excess of the Usage Parameters, the Customer acknowledges and agrees:

1.5.1 that Canon has no obligation to provide the relevant [Canon] Online Services to the Customer to the extent this would be provision by Canon that is in excess of the Usage Parameters; and

1.5.2 that no service levels, KPI’s or other service standards (if any) shall apply to such provision by Canon or use by the Customer.

Subject to the foregoing, if Canon, in its sole discretion, provides the relevant [Canon] Online Services in excess of the Usage Parameters, the Customer acknowledges that this Agreement shall apply to such provision of Canon Online Services by Canon to Customer.

1.6 Unless otherwise specifically agreed by Canon in writing, the relevant [Canon] Online Services may be accessed and used by the Customer solely for the Customer's internal business operations. The Customer may not sub-provide, grant or permit access to the [Canon] Online Services to any third party without the prior written consent of Canon.

Without prejudice to any other rights that Canon may have at law or otherwise, Canon may suspend the provision of the [Canon] Online Services immediately and/or terminate the Agreement immediately if Canon, in its reasonable opinion, believes that the Customer is in breach of this condition 1.6, without liability to the Customer.

2. **Charges**

- 2.1 The Charges shall be invoiced by Canon to the Customer as outlined in the Order.
- 2.2 The Charges shall be due and payable on the date of invoice and the Customer shall pay the Charges to Canon within 30 days of the date of the invoice.
- 2.3 The Charges shall be increased on the first of January in each year of the term of this Agreement by the higher of 1.0% or an amount equal to the percentage indexation for [INSERT COUNTRY OF NSO] as set out on the Eurostat website on the last working day of November in the year immediately preceding the year in which the indexation will be applied.

3. **Acceptable Use**

- 3.1 Throughout the term of the Agreement the Customer shall comply with the [Canon] Online Services Acceptable Use Policy when using the [Canon] Online Services. Where the Customer authorises any user to access the [Canon] Online Services, the Customer shall ensure that such user complies with the [Canon] Online Services Acceptable Use Policy and this Agreement.
- 3.2 The Customer acknowledges and agrees that it has obtained a copy of, and that it has read, the [Canon] Online Services Acceptable Use Policy prior to the date of the Agreement.
- 3.3 The Customer acknowledges and agrees that Canon may from time to time update, amend and change the [Canon] Online Services Acceptable Use Policy. The revised Acceptable Use Policy shall become effective 30 days from the date of revision.
- 3.4 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that:
 - 3.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.4.2 facilitates illegal activity;
 - 3.4.3 depicts sexually explicit images;
 - 3.4.4 promotes violence;
 - 3.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - 3.4.6 causes damage or injury to any person or property;
 - 3.4.7 infringes or otherwise promotes, or facilitates the infringement the Intellectual Property Rights of any person.

- 3.5 The following uses of the Services are, without limitation, expressly prohibited:
- 3.5.1 sending unsolicited mail messages;
 - 3.5.2 harassment, whether through language, or the frequency or size of messages;
 - 3.5.3 the unauthorised use, or forging of mail header information;
 - 3.5.4 the creation, forwarding or promotion of “chain letters” or “pyramid schemes” of any type;
 - 3.5.5 the use of the Services for any illegal or illicit purpose; and,
 - 3.5.6 the storage, sending or handling of illegal or illicit material.

3.6 Without prejudice to any other rights that Canon may have at law or otherwise, Canon may suspend the provision of the [Canon] Online Services immediately and/or terminate the Agreement immediately if the Customer is in breach of this condition 3, without liability to the Customer.

4. **Territorial Limits to Online Services**

4.1 Due to legal and other restrictions that apply to Canon, the [Canon] Online Services may only be accessed and used by the Customer within the Territory. The Customer agrees to ensure that it shall not (and, where appropriate, shall ensure that any user authorised by it shall not) access or use the [Canon] Online Services from outside the Territory. The Customer acknowledges and agrees that Canon may itself place restrictions on access from outside the Territory to the [Canon] Online Services that Canon in its sole discretion deems necessary.

4.2 If no Territory is identified in the Service Description for the relevant Canon Online Service, the Territory shall be the country in which the Customer’s address is located (as set out in the Order).

4.3 Without prejudice to any other rights that Canon may have at law or otherwise, Canon may suspend the provision of the [Canon] Online Services immediately and/or terminate the Agreement immediately if the Customer is in breach of this condition 4, without liability to the Customer.

5. **Data Protection**

5.1 To the extent that Canon, in providing the [Canon] Online Services, processes Customer Data that includes Personal Data, the Customer agrees that Canon acts as a processor only (as defined in the Directive) in respect of such Personal Data. The Customer authorises Canon to appoint third parties as sub-processors in respect of such Personal Data, provided that such third party sub-processors are engaged by Canon on written terms that provide substantially equivalent protections in relation to the processing of such Personal Data to those set out in this Agreement.

5.2 Canon shall process Personal Data that are included in Customer Data only in accordance with the Agreement.

- 5.3 Canon has implemented and applies technical and organisational measures to safeguard against any unauthorised or unlawful processing of, or against accidental loss of, or damage or destruction to, Personal Data that are included in the Customer Data. Such measures are detailed in the [Canon] Online Services Security Policy. The Customer acknowledges and agrees that it has reviewed the [Canon] Online Services Security Policy and confirms that it considers the measures referred to in that policy as appropriate and sufficient technical and organisational measures in relation to the processing by Canon and its sub-processors of Personal Data that are included in the Customer Data.
- 5.4 The [Canon] Online Services permit the Customer to search the Customer Data and to make copies thereof. Accordingly, Canon shall not be obliged to assist the Customer in respect of any subject access requests for any Personal Data made by the relevant data subject (as defined in the Directive) to the Customer. If Canon does assist or is otherwise required to assist the Customer in respect of any subject access requests made to the Customer, Canon shall be entitled to charge the Customer its reasonable costs (including internal management time and resource costs) incurred in connection with such subject access requests. If any subject access requests are made directly to Canon in respect of any Personal Data within the Customer Data, Canon shall be entitled to charge the Customer its reasonable costs (including internal management time and resource costs) incurred in connection with responding to such subject access requests.
- 5.5 The Customer warrants and represents that in respect of any and all Customer Data (including, without limitation, where they include Personal Data) that it has (and shall throughout the term of the Agreement have) all requisite rights, licences, authorities, permissions and/or consents (including, without limitation, where required, any statutory or regulatory rights, licences, authorities, permissions and/or consents) in order to permit Canon to process all Customer Data (including, without limitation, where they include Personal Data) in accordance with the provisions of the Agreement. The Customer shall indemnify Canon and keep Canon indemnified on demand for all and any costs (including, without limitation, reasonable internal management time costs), claims, damages, fees and expenses and/or statutory or regulatory fines suffered or incurred by it or for judgements made against it or settlements made by it as a result of any claim (of whatever nature) by any third party that Canon's access, storage, processing, copying or use of the Customer Data infringes and/or breaches the rights, property, intellectual property rights of any third party. Notwithstanding any other provision of the Agreement, the Customer's liability under or in connection with this condition 5 shall be unlimited.

6. **Software Licences**

- 6.1 Notwithstanding any other provision of the Agreement, where the provision of the [Canon] Online Services requires the installation by the Customer of Installed Software (as detailed in the relevant [Canon] Online Services Description):
- 6.1.1 the Customer shall install (or procure the installation of) the Installed Software on or into its environment to enable the Customer to access and use the [Canon] Online Services; and
- 6.1.2 where in the [Canon] Online Services Description it states that an End User Licence applies to the use of the relevant Installed Software, the Customer

agrees that the use of the Installed Software by the Customer shall be governed by, and that the Customer shall comply with, the terms of the relevant End User Licence.

6.1.3 where no End User Licence is stated to apply, the Customer agrees to use the Installed Software only to the extent the Customer requires to do so to use and access the [Canon] Online Services during the term of the Agreement; and

6.1.4 notwithstanding the provisions of conditions 6.1.1, 6.1.3 and 6.1.3 above, if and to the extent any open source software is included in the Installed Software, the Customer agrees that the relevant open source licence terms shall apply instead in respect of the affected part of the Installed Software.

7. **Canon's Obligations**

7.1 The [Canon] Online Services will be performed by Canon in accordance with the relevant [Canon] Online Services Description.

7.2 Condition 7.1 above, shall not apply to the extent any non-performance is caused by use of the [Canon] Online Services contrary to the provisions of this Agreement, by failure by the Customer to provide or perform the Customer Responsibilities or by use by the Customer of the [Canon] Online Services in excess of the Usage Parameters.

7.3 Notwithstanding any other provision of the Agreement, Canon:

7.3.1 does not warrant that the Customer's use of the [Canon] Online Services will be uninterrupted or error-free; and

7.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities not wholly within the control of Canon, including, for example and without limitation, the internet, Customer networks or equipment owned by Customer and the Customer acknowledges that the [Canon] Online Services may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.

7.4 The Customer acknowledges and agrees that in providing the [Canon] Online Services, Canon is not providing to the Customer (and Canon shall have no responsibility for) data back-up and disaster recovery services for the Customer under the [Canon] Online Services (including, without limitation, in respect of Customer Data). Accordingly, it is up to the Customer itself to determine its own level and methods of data back-up and disaster-recovery facilities in relation to the [Canon] Online Services (and Customer Data) and shall itself, independently, arrange with any appropriate third party provider any copying, recording or other storage of or any back-up or other copy of Customer Data (and the timing and frequency thereof) as the Customer may determine as being necessary from time to time.

8. **Customer's Obligations**

8.1 The Customer shall:

8.1.1 provide Canon with:

- (a) all necessary co-operation in relation to the Agreement; and
 - (b) all necessary access to such information as may reasonably be required by Canon to enable it to provide the [Canon] Online Services;
- 8.1.2 comply with all applicable laws and regulations with respect to its activities under the Agreement;
- 8.1.3 perform the Customer Responsibilities in a timely and efficient manner;
- 8.1.4 ensure that any individual that it permits access or use of the [Canon] Online Services complies with the terms and conditions of the [Canon] Online Services Acceptable Use Policy and with the Agreement;
- 8.1.5 obtain and maintain all necessary licences, consents, and permissions necessary for Canon, its contractors and agents to perform its or their obligations under the Agreement (including, without limitation, in respect of Customer Data); and
- 8.1.6 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Canon's (or Canon's agents') data centres, and shall be solely responsible for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. **Proprietary Rights**

- 9.1 The Customer acknowledges and agrees that Canon and/or its licensors own all Intellectual Property Rights in the [Canon] Online Services, any software provided or used in their provision and in any documentation provided by Canon in respect of or connected to the [Canon] Online Services and in any and all enhancements, modifications, corrections and derivative works thereto. Except as expressly stated in the Agreement, the Agreement does not grant the Customer any rights to, or in, any patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the [Canon] Online Services, software or such documentation.
- 9.2 [Canon] Online Services may, from time to time, be stated on any portal or other access website/extranet (or in any documentation relating to the services) to be "Powered by" (or other similar wording) a particular Canon or third party application or platform which may also include a Canon or third party trade mark, trade name or other device or logo. Canon grants to the Customer no rights in and to any such Canon or third party trade mark, trade name or other device or logo other than as is necessary for the Customer to access and use the [Canon] Online Services. To be clear, Canon makes no representation nor gives any warranty that the [Canon] Online Services will throughout the term of the Agreement be "powered by" (or similar wording) by the stated Canon or third party application or platform. Canon may, at any time, remove, substitute or otherwise change the "Powered by" (or other similar wording) reference without notice to the Customer.

9.3 In accessing any part of the [Canon] Online Services, the Customer may view pages (including, without limitation, web or other online pages), screenshots or other information (which may include a Canon or third party trade mark, trade name or other device or logo) relating to a particular Canon or third party application or platform. Canon makes no representation nor gives any warranty that the [Canon] Online Services will throughout the term always use that particular Canon or third party application. Canon may, at any time, remove, substitute or otherwise change that particular Canon or third party application without notice to the Customer provided that the functionality and performance of the [Canon] Online Services are not adversely affected.

10. **Termination of the Agreement**

10.1 The Agreement may be terminated by either party with effect from the end of the stated minimum term or at the end of each renewal term thereafter on at least sixty 60 days' prior written notice by one party to the other.

10.2 The Agreement may be terminated immediately by either party by written notice to the other if the other is in material breach of the terms of the Agreement:

10.2.1 if the breach is incapable of remedy; or

10.2.2 if the breach is capable of remedy, if it fails to remedy the breach within 14 days' of notice from the other party to do so.

10.3 Subject to the foregoing, the other provisions of the Agreement (including, without limitation, any incorporated Canon General Terms and Conditions) apply in respect of the termination of the Agreement by the parties.

11. **Suspension of Services**

11.1 Without prejudice to condition 10 (Termination) above or to any other rights it may have at law or under the Agreement, Canon may suspend the provision of the [Canon] Online Services to the Customer immediately if:

11.1.1 any event that gives Canon a right to terminate the Agreement at law or under conditions 10.2 or 10.3 above occurs; or

11.1.2 if Canon has not received payment from the Customer within 30 days of the due date for payment of any charges (or other sums) due to Canon by the Customer in respect of the provision of the [Canon] Online Services; or

11.1.3 if Canon, acting reasonably, believes that suspension of the [Canon] Online Services is necessary to protect its customers, Intellectual Property Rights, data or the integrity of the [Canon] Online Services (for example, in the event of a denial of service attack).

12. **Liability**

12.1 Except as expressly and specifically provided in the Agreement:

12.1.1 the Customer assumes sole responsibility for results obtained from the use of the [Canon] Online Services by the Customer, and for conclusions drawn

from such use. Canon shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Canon by the Customer in connection with the [Canon] Online Services, or any actions taken by Canon at the Customer's direction; and

- 12.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement.
- 12.2 Save as may be expressly agreed by Canon in writing Canon shall not be liable for any loss of (or corruption of) any Customer Data nor for any costs of their re-constitution even where such loss or costs are determined to be direct losses or where the potential for such loss or costs have been specifically drawn to the attention of Canon by the Customer. In light of condition 7.4 and the level of the charges payable by the Customer under the Agreement, the Customer agrees that the provisions of this condition 12.2 are reasonable in the circumstances.
- 12.3 The other provisions of the Agreement (including, without limitation, any incorporated Canon General Terms and Conditions) apply in respect of the liability of the parties.
- 12.4 Nothing in the Agreement excludes or limits a liability that may not be excluded or limited at law.

13. **Intellectual Property Rights Indemnification**

- 13.1 Subject to the limitations in or referred to in condition 12 above, Canon shall indemnify and defend, or at its option settle, any claim, suit, or proceeding brought against the Customer by a third party (other than an affiliate of the Customer) alleging that any portion of the Installed Software or [Canon] Online Services infringe any Intellectual Property Rights of such third party (an "Infringement Claim").
- 13.2 Canon shall, at its option and expense, either (i) replace the Installed Software or [Canon] Online Services with a comparable non-infringing product or service without material reduction in functionality, (ii) modify the Installed Software or the [Canon] Online Services, (iii) take other action so that the Installed Software or the [Canon] Online Services become non-infringing, (iv) procure the right of Customer to continue using the Installed Software or [Canon] Online Services or (v) if none of the foregoing options is practicable in Canon's reasonable opinion, refund any fees or charges pre-paid by Customer for the applicable Installed Software or affected part of the [Canon] Online Services and terminate the Agreement or applicable part of the Agreement.
- 13.3 Canon's obligations in conditions 13.1 and 13.2 above, are expressly conditioned upon and subject to:
 - 13.3.1 Canon having sole control of the defence and/or settlement of such Infringement Claim,
 - 13.3.2 the Customer notifying Canon in writing of such Infringement Claim as soon as reasonably practicable and giving Canon authority to proceed as set forth in condition 13.3.1 above,
 - 13.3.3 the Customer, if requested by Canon and at Canon's cost, giving Canon all relevant and reasonable information known to the Customer relating to such

Infringement Claim and otherwise reasonably cooperating with Canon in the defence and/or settlement of such Infringement Claim, and,

- 13.3.4 the Customer not admitting liability.
- 13.4 Canon shall have no obligation to Customer with respect to any Infringement Claim if such Infringement Claim is based upon:
 - 13.4.1 Customer's use of the [Canon] Online Services or Installed Software in a manner prohibited by the Agreement; or
 - 13.4.2 the combination, operation, or use of the Installed Software or [Canon] Online Services with software or hardware that was not provided or which use was not authorised in writing by Canon, if the Customer's liability for such Infringement Claim would have been avoided in the absence of such combination, use, or operation and if Canon has not consented in writing to such combination, use or operation; or
 - 13.4.3 due to the Customer's, or its employees or agents' modification of the Installed Software or use of the [Canon] Online Services, if Customer's liability for such Infringement Claim would have been avoided in the absence of such modification; or
 - 13.4.4 infringement caused by Canon following the Customer's instructions.
- 13.5 The provisions of conditions 13.1 to and including 13.4 above shall replace and supersede any other obligations of Canon in respect of indemnification of the Customer for Intellectual Property Rights in the Agreement.
- 13.6 The Customer shall indemnify, defend and hold Canon, harmless from and against any and all losses (including without limitation, claims, costs, management time, and legal fees) suffered by, or resulting from or arising out of any action brought by a third party against Canon, its officers, directors, employees, affiliates, representatives or customers arising from or relating to:
 - 13.6.1 any violation of any term of the Agreement by Customer or its employees or agents that breaches the Intellectual Property Rights of Canon or any of its licensors;
 - 13.6.2 use of the Installed Software or [Canon] Online Services in any violation of law, rule or regulation by the Customer or its employees or agents; or
 - 13.6.3 any misuse of Confidential Information in violation of the Agreement.
- 14. **Customer Data**
 - 14.1 The Customer and its licensor(s) (if any) shall own all rights, title and interest in and to all of the Customer Data and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
 - 14.2 Without prejudice to conditions 7.4 above and to Canon's limitation of liability in condition 12.2 above;

- 14.2.1 Canon shall follow its own archiving procedures (if any) for Customer Data as set out in the relevant Online Services Description; and
- 14.2.2 in the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Canon to use reasonable commercial endeavours to restore the to the Canon Hosted System the lost or damage Customer Data from the latest back-up (if any) maintained by Canon in accordance with the archiving procedure (if any) described in the relevant Services Description. To be clear, nothing in the Agreement shall oblige Canon to re-constitute Customer Data that has been lost or damaged if such Customer Data is not contained within the most recent back-up (if any).
- 14.3 Where the Agreement is terminated by notice of either of the parties to the other (save in circumstances where the Customer is in breach of the Agreement or is otherwise in default) and subject always to the Customer first paying all sums that are due to Canon (including, but without limitation, any accrued but unpaid charges or other payments in connection with the Agreement), Canon will make the Customer Data available for transfer to the Customer for up to one month after the date of termination. Where a data transfer request is made on or after the termination of the relevant [Canon] Online Services Canon shall also charge for (and the Customer shall pay prior to such data transfer) for such data transfer at Canon's then prevailing rates for such data transfers (as determined by Canon from time to time and which may also, to be clear, include an amount relating to the storage and archival costs incurred by Canon for the Customer Data after termination of the Agreement and any security protocols or standards that may have been applied to the Customer Data).
- 14.4 Subject to the foregoing, Customer Data will be erased within a reasonable period of time post termination of the Agreement and may be erased after one month after termination unless otherwise agreed with the Customer in writing. If the Agreement is terminated as a result of the breach or default of the Customer (including, without limitation, due to an insolvency event of the Customer) Canon is under no obligation to retain any Customer Data, or to make such Customer Data available to the Customer, or to transfer them to the Customer after termination of the Agreement.
- 14.5 Canon shall, in any event, if it has not already done so erase all Customer Data held by it twelve months after termination of the Agreement, regardless of the circumstances.

15. **Notices**

- 15.1 Notices to be given under the Agreement by Canon to the Customer in connection with the [Canon] Online Services (including, without limitation, those that are stated to be made "in writing"), without prejudice to any other means of giving notices at law or under this Agreement, may be made by e-mail to the Customer or by publishing such notice on the Canon Online Service portal or via the Canon Online Services accessed by the Customer.

16. **Amendments to the Agreement**

- 16.1 The Customer acknowledges and agrees that Canon may from time to time amend the Agreement upon giving to the Customer at least three months' prior written notice. Continued use by the Customer of the Canon Online Services after the expiry of the notice period shall be construed as consent by the Customer to the amendment.

Notwithstanding the foregoing, if the amendment proposed by Canon is to take effect prior to the end of the minimum term of the Agreement, if the Customer, in such circumstances, objects to the proposed amendment to the Agreement, the Customer shall, prior to the end of the notice period given by Canon relating to such proposed amendment, give written notice to Canon that the Customer objects to the proposed amendment. If the Customer in such circumstances so objects and gives Canon notice to that effect in accordance with this Condition, the amendment shall not take effect until the expiry of the relevant minimum term of the Agreement. Use by the Customer of the Canon Online Services after the expiry of the minimum term shall be construed as consent by the Customer to the amendment (even if the Customer has previously objected to such proposed amendment in accordance with this paragraph).

17. Definitions

17.1 The definitions in the Agreement apply to the [Canon] Online Services Supplemental Conditions and, unless the context requires otherwise:

- (a) **Additional Charges** means those additional charges set out in the price list for the relevant Canon Online Services (if any);
- (b) **Agreement** means i) these terms and conditions and ii) any additional terms and conditions contained in a relevant Canon Online Services Description and iii) terms and conditions contained in a local agreement between Customer and a Canon Affiliate relevant to the provision of the Canon Online Services;
- (c) **Canon** means the Canon contracting entity referred to (or otherwise defined) in the Order;
- (d) **Canon Hosted System** means computer systems and networks hosted by (or on behalf of) Canon and/or used by Canon to provide the [Canon] Online Services (or any part of them);
- (e) **[Canon] Online Services** means the online services made available under the Agreement to the Customer by Canon where the Customer accesses the Canon Hosted System over the internet and/or over any other data or telecommunications link used by the Customer for such access and as described in the relevant [Canon] Online Services Description documentation;
- (f) **[Canon] Online Services Acceptable Use Policy** means the Acceptable Use Policy of Canon relating to the access to and use of [Canon] Online Services as at the date of the Agreement and as may be updated, amended and changed by Canon from time to time in accordance with the Agreement;
- (g) **[Canon] Online Services Description** means the document that describes the relevant [Canon] Online Services;
- (h) **[Canon] Online Services Security Policy** means the Online Services Security Policy of Canon relating to the access to and use of [Canon] Online Services as at the date of the Agreement and as may be

updated, amended and changed by Canon from time to time in accordance with the Agreement;

- (i) **[Canon] Online Services Supplemental Conditions** means these [Canon] Online Supplemental Conditions;
- (j) **[Canon] Online Services Support Policy** means the Online Services Support Policy of Canon relating to the support by Canon to Customers in respect of ongoing use of the [Canon] Online Services as at the date of the Agreement and as may be updated, amended and changed by Canon from time to time in accordance with the Agreement;
- (k) **Charges** means those charges set out in the price list for the relevant Canon Online Services together with any additional charges notified by Canon to Customer (if any);
- (l) **Customer** means a customer placing an order for Canon Online Services;
- (m) **Customer Data** means the data inputted by the Customer (or its agents or authorised users on the Customer's behalf) to the Canon Hosted System for the purpose of using the [Canon] Online Services or facilitating the Customer's use of them.
- (n) **Customer Responsibilities** means the obligations or other activities, responsibilities or requirements of the Customer under the Agreement and also including, without limitation, any obligations of, or matters, tasks, activities or responsibilities that are stated to be the responsibility of, performed by (or procured by) the Customer in the [Canon] Online Service Description documentation, the [Canon] Online Services Acceptable Use Policy, the [Canon] Online Services Security Policy or the [Canon] Online Services Support Policy;
- (o) **Directive** means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (p) **End User Licence** means any end user licence provided with Installed Software (including, if relevant, but without limitation, any open source licences.
- (q) **Intellectual Property Rights** means all intellectual property rights recognised as such in any European Economic Area jurisdiction including, without limitation, any and all (a) patents, utility models, trade marks, 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.

- (r) **Online Services Start Date** means date on which Canon is to start providing the [Canon] Online Services under the Agreement (being the date specified as such in the Order or the date that applies pursuant to condition 1.2 of these [Canon] Online Services Supplemental Conditions);
- (s) **Order** means the [Canon] Online Services Order Form;
- (t) **Personal Data** means “personal data” as defined in the Directive;
- (u) **Usage Parameters** means as defined in condition 1.4 of these [Canon] Online Services Supplemental Conditions; and
- (v) **Virus** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.