



uniFLOW Online Customer Contract

ATTACHMENT 3 – EULA UNIVERSAL LOGIN MANAGER
AND/OR MOM CLIENT AND/OR MEAP SCAN CLIENT

The information contained within this document, or subsequently provided, whether verbally or in documentary form, is confidential to Maintel and is provided to the organisation named within this document only. It shall not be published, disclosed or reproduced wholly or in part to any other party without the prior written consent of Maintel. Maintel has made reasonable efforts to ensure the accuracy and validity of the information provided herein and we make no warranties or representations as to its accuracy. Maintel should be notified of all requests for disclosure of Maintel supplied information under the Freedom of Information Act.

EULA UNIVERSAL LOGIN MANAGER AND/OR MOM CLIENT AND/OR MEAP SCAN CLIENT

READ CAREFULLY BEFORE USING!

NT-WARE SOFTWARE LICENCE AGREEMENT

IMPORTANT-READ THIS AGREEMENT BEFORE USING THIS SOFTWARE! BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

This legal document is a License agreement between you, the user ("You") of the Universal Login Manager (ULM) and/or MOM Client and/or MEAP Scan Client, to be used on a Canon Device and NT-ware Systemprogrammierungs-GmbH. ("NT-ware").

BY INSTALLING AND/OR USING THE SOFTWARE, YOU AGREE AND ACKNOWLEDGE THAT IF YOU ACCEPT THE SOFTWARE ON BEHALF OF YOUR COMPANY YOU ARE AUTHORISED TO BIND YOUR COMPANY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AND YOUR COMPANY ACCEPT TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ANY APPLICABLE THIRD PARTY LICENCES AND NT-WARE HAS THE RIGHT TO RELY ON AND ENFORCE SUCH ACCEPTANCE. THE SOFTWARE CONTAINS FREE OPEN SOURCE SOFTWARE WHICH IS LICENSED TO YOU IN ACCORDANCE WITH THE APACHE LICENSE SET OUT AT: <http://www.apache.org/licenses/>

IF YOU DO NOT AGREE TO THE TERMS AND LIMITATIONS OF THIS AGREEMENT AND ANY THIRD PARTY LICENCES, DO NOT ACTIVATE NOR USE THE SOFTWARE PROGRAM identified below and its licence files (THE "SOFTWARE") AND USER'S MANUAL FOR THE SOFTWARE ("DOCUMENTATION").

PLEASE NOTE: In some regions, the Software will need to be activated by purchasing an activation key. During the registration process the serial number of the Canon Device, the sales region and the Software ID number is sent to NT-ware and stored on a remote server. No other information will be sent or stored.

SOFTWARE: Universal Login Manager (ULM) and/or MOM Client and/or MEAP Scan Client

In consideration of the right to use the SOFTWARE, you agree to abide by the terms and conditions of this Agreement.

- 1. OWNERSHIP AND COPYRIGHT:** All rights, title and interest in the SOFTWARE and its DOCUMENTATION are owned by NT-ware (or its third-party suppliers, licensors). NT-ware (or its third-party suppliers, or licensors) 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 NT-ware to you for any intellectual property of NT-ware (or its third-party suppliers, or licensors). You shall not modify, remove or delete a copyright notice contained in the SOFTWARE or its DOCUMENTATION, including any copy thereof.
- 2. GRANT OF LICENSE:** NT-ware grants you a personal, limited in duration, non-transferable, non-exclusive right to use ("use" as used herein shall include storing, loading, installing, accessing, executing or displaying) the SOFTWARE only on one Canon Device with embedded application

platform or appropriate firmware embedded module. The SOFTWARE is licensed and not sold to you under an enterprise license.

3. **PERMISSION TO COPY:** Except as provided above or to the extent expressly permitted by law, any other copying of the SOFTWARE is a violation of this Agreement. You may not copy the DOCUMENTATION.
4. **RESTRICTIONS:** (a) Except as expressly provided herein, you may not assign, sublicense, market, distribute, or transfer the SOFTWARE or the DOCUMENTATION to others; (b) save to the extent and in the circumstances expressly permitted by law you may not modify, decompile, reverse engineer, disassemble or otherwise reduce the code of the SOFTWARE to human readable form; and (c) YOU MAY NOT ADAPT, TRANSLATE, RENT, LEASE OR LOAN THE SOFTWARE OR THE DOCUMENTATION OR CREATE DERIVATIVE WORKS BASED ON THE SOFTWARE OR THE DOCUMENTATION.
5. **EXPORT CONTROL:** You agree that the SOFTWARE and the DOCUMENTATION will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export control laws, restrictions or regulations of the countries involved.
6. **SUPPORT AND UPDATE:** NT-ware, NT-ware's subsidiaries or affiliates, their distributors and dealers are not responsible for maintaining or helping you to use the SOFTWARE and the DOCUMENTATION. No updates, fixes or support will be made available for the SOFTWARE and the DOCUMENTATION.
7. **DISCLAIMER OF WARRANTIES AND LIABILITY:** THE SOFTWARE AND THE DOCUMENTATION IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH YOU. NT-WARE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR NON-STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE SOFTWARE AND THE DOCUMENTATION DOES NOT INFRINGE THE RIGHTS OF OTHERS (WHETHER PATENT RIGHTS, COPYRIGHTS OR OTHERS).

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER NT-WARE, NOR NT-WARE'S SUBSIDIARIES AFFILIATES, LICENSORS, DISTRIBUTORS OR DEALERS SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR DATA OR PERSONAL INJURY), HOWSOEVER ARISING WHETHER OR NOT NT-WARE, NT-WARE'S SUBSIDIARIES OR AFFILIATES, LICENSORS, DISTRIBUTORS OR DEALERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NT-WARE, NT-WARE'S SUBSIDIARIES OR AFFILIATES, LICENSORS, DISTRIBUTORS OR DEALERS SHALL NOT BE LIABLE FOR ANY CLAIM AGAINST YOU BY A THIRD PARTY ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE OR THE DOCUMENTATION. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY FOR PERSONAL INJURY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU.

You acknowledge that the SOFTWARE has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the SOFTWARE as described in the DOCUMENTATION meet your requirements.

You acknowledge that the SOFTWARE may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute breach of this license.

You further acknowledge that events beyond NT-ware's control may affect, limit or prevent the use or access to the SOFTWARE whether temporarily or permanently.

8. **TERM:** This Agreement is effective upon your acceptance hereof by the action to indicate your acceptance or by using the SOFTWARE and shall continue in effect until terminated.

NT-ware may terminate this license immediately on written notice to you if:

- a. its agreement with its licensors terminates for any reason; or
- b. You commit a material or persistent breach of this license which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
- c. a petition for a bankruptcy order to be made against you has been presented to the court; or
- d. you become insolvent or unable to pay your debts enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for its winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, make any composition or arrangement with its creditors or take or suffer any similar action in consequence of your debt.

Upon termination for any reason:

- e. all rights granted to you under this license shall cease;
- f. You must cease all activities authorized by this license; and
- g. You must immediately 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 then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

9. **U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE:** The SOFTWARE is 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 subparagraph (c) (1) and (2) of the Commercial Computer Software Restricted Rights Clause at FAR 52.227-19, as applicable.

10. **SEVERABILITY:** In the event that any provision of this Agreement is declared or found to be illegal by any court or tribunal of competent jurisdiction, such provision shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions of this Agreement shall remain in full force and effect.

11. **ACKNOWLEDGEMENT:** BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND NT-WARE CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND NT-WARE RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF NT-WARE.

12. **LAW:** This Agreement shall be governed and interpreted in accordance with English Law. All disputes between the parties which may arise from this Agreement will be resolved exclusively by the English Courts. NT-ware 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.

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.

© 2016 - 2018 NT-ware Systemprogrammierungs-GmbH