

## SOFTWARE USER LICENCE AGREEMENT

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Nothing in this Agreement shall limit or exclude Canon's liability to you for death or personal injury caused by its negligence or for the tort of deceit or arising as a result of Part I of the Consumer Protection Act 1987.

Without prejudice to the immediately preceding paragraph, Canon's liability arising out of or in connection with this Agreement whether in contract, tort (in each case including, without limitation, negligence) or otherwise shall in no circumstances exceed an amount equal to the purchase price of the Canon product together which this Software is licensed.

**NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF A CONSUMER.**

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, are directly enforceable by Canon's third party suppliers.

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. 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.