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Company acknowledge that Company have read all of the above terms and conditions, understand them, and agree to be bound by them. Company understand that Dealer is not NT-Ware's agent and is not authorized to make any representations or warranties on NT-Ware's behalf nor to vary any of the terms or conditions of this License.

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

This software support and maintenance agreement ("Agreement") by and between the company whose name and address appear in the registration described in Section 1 below ("Company") and NT-Ware U.S.A., Inc. a Delaware corporation ("NT-Ware"), sets forth the terms and conditions under which NT-Ware will furnish updates to and technical support for the licensed software products listed on this Agreement ("Licensed Software").

1. ELIGIBILITY. In order for Company to be eligible for maintenance and support services, Company must register online by completing the requested information when prompted during installation. Once Company activates the support services, NT-Ware's support and maintenance database will determine eligibility and the effective term (including the initial term and any extended terms purchased with the initial purchase of Licensed Software) and send confirmation to Company. In case an online registration is not possible, the registration may be completed via e-mail or by fax to the number listed in the registration procedure.

2. TERM. This Agreement shall commence on the date ("Commencement Date") which is the date of license of the Licensed Software. Unless terminated pursuant to Section 9 below, this Agreement shall be in effect for one (1) year from the Commencement Date, and is included at no additional charge in the price of the Licensed Software purchased from Canon U.S.A., Inc. ("Canon USA") or an authorized office imaging retail dealer of Canon USA ("Dealer"). At the original purchase or prior to the expiration of this one (1) year term, Company may purchase extended maintenance and support solely from Canon USA or a Dealer. For current extended support prices, please contact Canon USA or a Dealer. Such prices may be changed at any time without notice. No matter when purchased, the term of extended maintenance and support starts upon the expiration date of the term that you have previously purchased. To ensure continued maintenance and support, the extension must be purchased by Company prior to the expiration of this Agreement. If additional Licensed Software is purchased, this may result in adjustment of the effective term for all supported Licensed Software. Customer may contact the purchase source for the Licensed Software (Canon USA or Dealer) for information about the effective term of support and maintenance. Support outside the scope or term of this Agreement may be provided at the published rates of NT-Ware, Canon USA or its Dealers, as the case may be, for time and materials and with Company assuming all costs, including shipping.

3. UPDATES TO LICENSED SOFTWARE. During the effective term of this Agreement NT-Ware will provide updates to the Licensed Software to Canon USA within 30 days of NT-Ware's commercial release of such updates, and Canon USA will distribute such Updates to Dealers (or, where applicable, its direct purchasers). NT-Ware reserves the right to discontinue support for connections to versions of third party applications that are no longer supported by the manufacturer. New versions of the Licensed Software, such as versions for new operating systems or which feature new functionality, are not within the scope of this Agreement. Any open source operating system software and certain other third party software components that are included in the Licensed Software will be supported solely to the extent that the relevant developer makes support available to NT-Ware, and NT-Ware reserves the right to replace such third party software at any time, including if technical updates or compatibility upgrades deemed necessary by NT-Ware are not forthcoming from any such developer. Any updates or modified version of the Licensed Software provided under this Agreement shall be subject to the same End-User License Agreement as is applicable to the Licensed Software, and shall be subject to its terms.

4. OBTAINING TECHNICAL SUPPORT. COMPANY shall contact the purchasing source (Dealer or Canon USA) for Level 1 support on a uniFLOW System. Level 1 support consists of providing help-line telephone assistance in operating the uniFLOW System and identifying service problems, escalating issues as needed to rectify such problems and maintaining a log of such problems to assist in tracking the same. If COMPANY still requires technical support after Level 1 support has been provided by Dealer or Canon USA, as the case may be, then, at COMPANY's request, Canon USA shall escalate the issue in coordination with NT-Ware. COMPANY must specify a designated individual who will act for COMPANY as the sole support liaison to Dealer or Canon USA. NT-Ware will support the current Major Release (and related Point Releases) and the most recent prior Major Release (and all related Point Releases), as defined below. For example, if the last five releases were 4.3, 5.0, 5.1, 6.0, and 6.1, NT-Ware would support 5.0, 5.1, 6.0., and 6.1, but not 4.3. "**Major Releases**" and "**Point Releases**" are software releases for a Product which are commercially available and marketed to the public. Therefore, COMPANY is advised to install promptly all updates produced by NT-Ware under Section 3 and made available to COMPANY by its Dealer or Canon USA under Section 3 to ensure that NT-Ware will support COMPANY's versions of the Licensed Products throughout the term of this Agreement and any extension of this Agreement. In making a request for technical support, the COMPANY representative must identify COMPANY and provide the serial number(s) of its Licensed Software to ensure that it is entitled to support.

5. ASSIGNMENT. NT-Ware will be entitled to assign, sub-contract or sub-let this Agreement or any part thereof. Company will not be entitled to assign this Agreement or any part thereof without the prior written consent of NT-Ware.

6. LIMITATION OF LIABILITY. NEITHER NT-WARE, CANON USA NOR ANY DEALER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DEGRADATION OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS) ARISING FROM THE MAINTENANCE AND SUPPORT OF THE NT-WARE SYSTEM, INCLUDING LICENSED SOFTWARE AND UPDATES THEREFOR, OR FROM ANY OF NT-WARE'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF NT-WARE, CANON USA OR DEALER HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. COMPANY ACKNOWLEDGES THAT THE LIABILITY OF DEALER, CANON USA AND/OR NT-WARE (INDIVIDUALLY AND IN THE AGGREGATE) FOR DIRECT DAMAGES ARISING OUT OF COMPANY'S OPERATION OR USE OF THE LICENSED SOFTWARE, REGARDLESS OF THE FORM OF ACTION (I.E., WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), SHALL NOT EXCEED THE FEES ACTUALLY PAID BY COMPANY TO DEALER OR CANON USA.

7. GENERAL. This Agreement is the complete and exclusive statement of the terms and conditions under which NT-Ware will produce Updates to be made available to Company through Canon USA and its Dealers with maintenance and certain technical support services for the uniFLOW System, including updates to Licensed Software. This Agreement supersedes any prior proposal, agreement, or communication, oral or written, pertaining to the subject matter contained herein. This Agreement shall be governed by the laws of the State of New York. All questions concerning the terms and conditions of this Agreement should be directed to NT-Ware in writing to NT-Ware U.S.A., Inc. at 105 Maxess Road, Suite 129S, Melville, New York 11747.

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9. TERMINATION. This Agreement shall terminate automatically without notice to Company upon failure to comply with any term or condition set herein or upon the termination of the license agreement for any Licensed Software. Upon such termination, Company acknowledges that no refunds of any maintenance fees shall be made.

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MICROSOFT DATA ACCESS COMPONENTS 2.6**

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4. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

5. TERMINATION.

Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

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Registration Data:

In order to activate your NT-Ware Software Maintenance and Support Agreement, you must register the Licensed Software covered by this Agreement **by completing the requested information when prompted during installation.** **[Be prepared to supply** the following information:

COMPANY name/Technical Contact (Name and Title):

Post Office Address:

e-mail Address:

DEALER name:

[Licensed Software Serial Number - the 10 digit number after "S/N" that is located on the label of the software CD case.]

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