

## Software Licence and Support Services Agreement

*Versions 7.3 and 7.4*

<b>Term of Agreement</b>	<b>Description of Term</b>
Clause 1.1	By signing and returning the contract to Fujifilm, the customer irrevocably offers to acquire the software and services under the contract but Fujifilm is not bound by the contract until the customer has been advised in writing of Fujifilm's unconditional acceptance of the contract or Fujifilm has commenced providing the support services, whichever occurs first.
Clause 2	The customer's use of the software is subject to the relevant end user licence agreement which can be amended without notice to the customer and which Fujifilm is not required to provide to the customer.
Clause 4	Fujifilm is only obliged to use reasonable endeavours to deliver the software and is not liable to the customer, to the extent permitted by law, for any delay, but with no right for the Fuji Customer to be excused from the charges payable.
Clause 5 and 7.2	This clause provides for automatic renewals at Fujifilm's standard rates at that time unless the customer gives notice of cancellation no less than 30 days before the renewal date.
Clause 8.5	The customer must pay Fujifilm all costs and expenses incurred in exercising its contractual rights on a full indemnity basis, without any corresponding right for the customer.
Clause 8.6	Fujifilm has the right to immediately vary all or some of the charges payable by the customer by notifying the customer.
Clause 9.2(iii)	The customer states they have read each document forming part of the contract (including any document incorporated by reference and not provided to the customer) and has based its acquisition decision solely on their contents.
Clause 9.3	Fujifilm is given significant caps, reductions or limitations on its total liability, but the customer is required to pay termination payments without any such reduction, cap or limitation.
Clause 10	Fujifilm has significant rights to terminate the contract with no corresponding rights for the customer.
Clause 10.2	If the customer is in breach of the agreement, or another agreement with Fujifilm, then Fujifilm may suspend the provision of support services but the obligations of the customer to pay for the support services continues.

Clause 10.3	If the licensor or distributor ceases to supply software and support services to Fujifilm, Fujifilm may, but is not required to, vary the charges accordingly.
Clause 10.4	Fujifilm may terminate, on notice and for cause, the agreement immediately in whole or in part if the customer breaches any term.
Clause 10.5 and 10.6	If Fujifilm exercises its rights to terminate the contract then the customer must pay Fujifilm an amount which includes the unpaid balance of the licence fee for the remainder of the initial licence term and any other resource costs, including break costs, that Fujifilm incurs.
Clause 12.5	Fujifilm is not liable to the customer for any delay or non-performance of its obligations arising from a defined force majeure event (the definition of which includes actions by third party suppliers), but there is no such protection for the customer.
Clause 12.6	The customer must not assign or transfer the contract or any benefit or right under it to another company without Fujifilm's prior written consent but Fujifilm can assign the contract to another company without notice.
Clause 12.9	Subject to any rights of the customer which cannot be excluded, the customer agrees that it has not relied upon any representation made by Fujifilm not set out in the contract.