

ScanSnap SDK Request

Checklist for requesting company

Criteria to meet, understand and acknowledge

necessary conditions	1	Intention to integrate for multiple users	✓
	2	Scan Snap SDK Request application form completed and signed	
	3	Export control document completed and signed	
	4	Software development knowledge in environments referenced on Fujitsu SDK web site http://www.fujitsu.com/emea/products/developers-and-integrators/	
	5	Acceptance of receiving SDK on an unsupported "as-is basis"	
	6	We take your privacy seriously. Please read the following to learn more about our privacy policy. http://www.fujitsu.com/emea/about/fel/privacy.html	
	7	You and your company will be registered to the Fujitsu Imaging Channel Partner Program. You will receive registration confirmation and login credentials by separate email.	
	8	Please proceed with your application for the SDK only after having read the EULA (page 4-7 of this document) and when you are in agreement with these terms.	
	9	We will be happy to provide information about the SDKs to requestors in the sales region of PFU (EMEA) Limited, covering Europe, Middle East and Africa. For all other regions please contact your local Fujitsu Scanner representative.	

Upon completion, please submit all required documents to SDK@fdg.fujitsu.com

ScanSnap SDK Request

Hereby we apply for being provided the ScanSnap SDK on an unsupported, as-is basis for

<input type="checkbox"/>	ScanSnap QuickMenu	<input type="checkbox"/>	ScanSnap Organizer	<input type="checkbox"/>	ScanSnap CardMinder
<input type="checkbox"/>	ScanSnap Connect App iOS	<input type="checkbox"/>	ScanSnap Connect App Android	<input type="checkbox"/>	ScanSnap Model

Company name

VAT Number Company Registration Number

Mr. Mrs. First Name Last Name

Address

Street

Zip Code City

Country

Contact details

email address

company website

phone number

Company details

type of business

focus on which vertical markets

Intended OS environment

Software details

name of software application for which integration is planned

weblink to product description

first year of software product offer

number of software licenses in market today

description of planned integration, i.e. additional customer benefit and workflow enhancement

planned schedule and roll out of integration

Date: Signature: _____

CUSTOMER EXPORT CONTROL CHECK SHEET

CUSTOMER NAME	
Address	
BUSINESS DETAILS	

END-USER CRITERIA CHECK

1	Do you have any documents that suggest or confirm that the items will be used for the development ^{*1} of Weapons of mass Destruction. ^{*2}	<input type="radio"/> YES <input type="radio"/> NO ↓ provide documents
2	Do you have any documents that suggest or confirm, or has it been reported to you that the items will be used for any of the following: development ^{*1} of nuclear fuel/materials, research on nuclear fusion, development ^{*1} of nuclear reactors or parts/accessories thereof, production of heavy water, processing/reprocessing of nuclear fuel/materials.	<input type="radio"/> YES <input type="radio"/> NO ↓ provide documents
3	Do you have documents that suggest or confirm, or has it been reported to you that, the military, other defence organizations, or other entities commissioned by the military or defence organizations, will use the items for any of the following: development or manufacturing of chemical materials, development ^{*1} of micro-organisms/toxins, development ^{*1} of rockets/unmanned aircraft, research on space(astronomy excluded)	<input type="radio"/> YES <input type="radio"/> NO ↓ provide documents

END-USER CRITERIA CHECK

4	Do you have any documents that suggest or confirm, or has it been reported to you that the end-user has / is / will engage in the development ^{*1} of Weapons of Mass Destruction. ^{*2}	<input type="radio"/> YES <input type="radio"/> NO ↓ provide documents
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^{*1} "development" includes (1) development; (2) production; (3) usage; and (4) stock-pile

^{*2} "Weapons of Mass Destruction" includes nuclear weapons, chemical preparations and bacterial preparations for military use, devices for the distribution of any of the above, as well as rockets and unmanned aircraft capable of transporting any of the above for a distance of 300 kilometers or more.

Declaration

I the undersigned declare that it is a known for a fact that the concerned goods / technology will NOT be used for the development ^{*1} of Weapons of Mass Destruction. ^{*2} or any of the acts listed in the questions 2 and 3 above. Nor will the concerned goods / technology be supplied to any End User on the public blacklists or any End User with doubtful use / intentions.

<p>CUSTOMER:</p> <p>Signature <input style="width: 90%;" type="text"/></p> <p>Print name <input style="width: 90%;" type="text"/></p> <p>Title <input style="width: 90%;" type="text"/></p> <p>Date <input style="width: 90%;" type="text"/></p>	<p>PFU (EMEA) Limited use only:</p> <p>Approved</p> <p>Signature <input style="width: 90%;" type="text"/></p> <p>Print name <input style="width: 90%;" type="text"/></p> <p>Title <input style="width: 90%;" type="text"/></p> <p>Date <input style="width: 90%;" type="text"/></p>
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END-USER LICENSE AGREEMENT FOR SDK

This END-USER LICENSE AGREEMENT "EULA" is a license agreement between You and PFU LIMITED ("PFU") governing the use of the SDK (defined below).

BY DOWNLOADING THE SDK, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. YOU REPRESENT THAT YOU ARE ACTING ON BEHALF OF YOUR EMPLOYER AND ARE AUTHORIZED TO ACCEPT THESE TERMS AND CONDITIONS ON ITS BEHALF (SUCH EMPLOYER BEING HEREINAFTER REFERRED TO AS "YOU"). YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU ARE NOT PERMITTED TO USE THE SDK.

1. Definitions

The following capitalized terms shall have the following meanings:

- (a) "SDK" means "ScanSnap SDK" and "ScanSnap Manager SDK", both of which are the Software Development kit PFU has developed and provide you.
- (b) "Software" means "ScanSnap Manager V5,6", "ScanSnap Organizer V5", "CardMinder V5" and "ScanSnap Connect Application 2.x", the software products of PFU.
- (c) "API" means the document which includes the specifications of linkage function to other software.
- (d) "Your Software" means the software which is developed by you based on the contents of API and has linkage function to the Software.
- (e) "Sample Program" means the program PFU has developed and provides to You as a sample of the program which has linkage function to the Software.
- (f) "User" means a person, company or other legal entity which uses Your Software.

2. License Grant

2-1 PFU hereby grants You a non-exclusive and non-transferable world-wide license to use the contents of API solely for the purpose of developing the Your Software.

2-2 PFU hereby grants You the following non-exclusive and non-transferable world-wide license:

- (a) To copy the Sample Program on Your computer solely for developing Your Software;
- (b) To modify the Sample Program and to develop other program based on Sample Program solely for developing Your Software;
- (c) To embed the Sample Program or the program developed pursuant to Section 2-2(b) ("Modified Program") into Your Program; and

(d) To distribute Your Software and grant Users license to use Your Software.

3. Term

This EULA shall remain in effect for a period of one year from the date you agreed with this EULA and shall be automatically renewed from year to year unless either party gives to the other party a notice not to renew this Agreement at least thirty (30) days before the end of the term then in effect.

4. Restriction

In relating to the SDK, you shall not:

- (a) develop linkage function to the Software of Your Software without API;
- (b) use the contents of API and Sample Program for other purpose than developing Your Software;
- (c) except to the extent expressly permitted by applicable law, reverse engineer, reverse compile or reverse assemble the Software by using the contents of API;
- (d) grant any third party license to develop, improve, distribute or sub-license SDK;
- (e) sell, transfer, rent API or disclose the contents of API;
- (f) transfer, rent, license to use the Sample Program or Modified Program as stand-alone units;and
- (g) use PFU's trademark on Your Software.

5. Software Support

Support for the SDK is not provided by PFU or its affiliates unless You purchase support service for the SDK.

6. Reservation of Rights and Ownership

6-1 You agree that no title to, or intellectual property rights in, including, without limitation, any trade secret, copyright, patent and trademark, or any other interest in any Software, is transferred hereunder to You, with the exception of the licenses granted to You in this EULA. You agree that You will not take or cause to be taken any action that would challenge the validity or enforceability of any of PFU's intellectual property rights to Software or any technology included therein.

6-2 The copyright of Modified Software and Your Software shall be held by you. However, PFU, as the copyright holder of the Sample Program, shall withhold the copyright of therelevant part.

7. LIMITATION OF LIABILITY

7-1 SDK IS PROVIDED BY PFU "AS IS". PFU ON BEHALF OF ITSELF AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS, IMPLIED

OR OTHERWISE AND WHETHER ARISING FROM TRADE OR CUSTOM, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7-2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, UNDER NO CIRCUMSTANCES SHALL PFU, ITS AFFILIATES, LICENSORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON UNDER TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING FROM THE USE, PERFORMANCE OR NON-PERFORMANCE OF SDK, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, OR LOSS OF DATA, EVEN IF PFU HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. Your Obligation

8-1 You warrant that the linkage function to the Software of Your Software will perform with the Software.

You shall, at your expense, provide the correction or workaround for any reproducible errors in Your Software which is reported by PFU.

8-2 In case that PFU determine that it is necessary that you discontinue the distribution of Your Software, for example the case that such error is critical, you shall immediately discontinue such distribution.

8-3 You indemnify, hold harmless and defend PFU and its affiliates against any and all expenses and costs of defense (including, without limitation, attorneys' fees and expenses, damages, judgments and amounts paid in settlement) and any amount PFU and its affiliates become legally obligated to pay because of any claim or claims against it to the extent that such claim or claims arise out of or are based on any claim that Your Software infringes or misappropriates the Intellectual Property Rights of any third party.

9. Confidentiality

Recipient shall hold the SDK in confidence and shall protect the SDK from unauthorized use, publication or dissemination with the same degree of care normally used to protect its own confidential information.

10. Export Control

SDK is subject to U.S. export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the U.S. You shall abide by all applicable export control laws, rules and regulations applicable to the SDK. You agree that You

will not export, re-export, or transfer SDK or Your Software, in whole or in part, to any country, person, or entity subject to U.S. and any applicable export restrictions. You specifically agree not to export, re-export, or transfer SDK or Your Software to: (i) any country to which is embargoed or restricted to export of goods or services, or to any national of such country, wherever located, who intends to transmit or transport the product back to such country; (ii) any person or entity who You know or have reason to know will utilize SDK or Your software or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) any person or entity who have been prohibited from participating in export transactions by any federal agency of the U.S. government or any applicable government.

11. Survival

Section 4, 7, 8, 9 and 10 shall survive after the termination or expiration of this EULA.

12. Miscellaneous Provisions

- 12-1 If you fail to comply with the terms and conditions of this EULA, this license and your rights in the Software shall terminate immediately. In such event, you must destroy the SDK, including all copies of the SDK and all of its component parts.
- 12-2 This EULA will be governed by and construed in accordance with the substantive laws of Japan, without regard to conflict of laws principles. This EULA will not be governed by the conflict of law rules of any jurisdiction or by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 12-3 This EULA sets forth the entire agreement and understanding between You and PFU relating to the SDK, and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software. It may not be modified or changed in any way without the express written consent of the parties hereto.
- 12-4 If any provision of this EULA is held to be invalid or unenforceable for any reason, the other provisions shall continue in full force and effect.
- 12-5 The failure of either Party to enforce, in any one or more instances, any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition. Waiver of any term or condition of this Agreement shall only be deemed to have been made if expressed in writing by the Party granting such waiver.