END-USER LICENSE AGREEMENT
FOR PaperStream IP driver 3.40.2
PaperStream Capture Pro/Pro Premium 6.2.0
PaperStream AI

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   (2) You may install and use PaperStream IP driver on unlimited number of computers. You may install and use Paperstream Capture Pro on any one (1) computer at a time, unless otherwise granted by PFU.
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(7) You acknowledge and agree that PFU has the right to audit Your compliance with this EULA, upon reasonable advanced notice. PFU may provide the results of such audits to third parties who have developed software incorporated into the Software.

(8) You acknowledge and agree that the Software is not designed to protect computers or computer networks against unauthorized access or computer viruses and that neither PFU nor any of its affiliated companies, suppliers or resellers is liable for any damage to the Software, or to Your computers or computer networks, caused by such unauthorized access or computer viruses. You shall take proper security measures to avoid such unauthorized access or computer viruses.

(9) Nothing in this EULA is intended to limit any non-waivable right to decompile the Software to which You may be entitled under applicable law. For example, if You are located in the European Union (EU), You may enjoy the right to decompile the Software -- if certain conditions are met as specified in such law -- if necessary in order to achieve interoperability between (i) the Software and (ii) other applicable software, on the condition that You have first asked PFU in writing to provide the information necessary to achieve such interoperability and PFU has not provided such information available. You are advised that information supplied by PFU or discovered through decompilation of the Software shall be used only for those purposes expressly permitted by applicable law, and You are advised to consult such law and obtain legal counsel (if necessary) to achieve this compliance.

4. Use of AI Features (When Using PaperStream AI)

(1) After purchasing a valid PaperStream AI license for use with PaperStream Capture Pro or Pro Premium, You may enable and use the AI Features by configuring the AI-related usage settings within PaperStream AI. If such settings are not enabled, the AI Features shall not operate.

(2) By scanning forms or other documents using the Software, such documents are converted into image data, and such image data is directly input into the AI-related functions of the Software (“AI Features”). You represent and warrant that, prior to scanning any document containing personal data, confidential information, sensitive information, or information in which any third party holds rights, You have obtained all necessary rights, permissions, and consents from the relevant rights holders to process such information through use of the AI Features.

(3) You shall input image data into the AI Features solely for the purpose of organizing documents and improving searchability (“Permitted Purpose”), and shall not use the AI Features for any other purpose or as otherwise prohibited by applicable law.The AI Features of the Software are not designed or provided as an AI system that constitutes a prohibited AI system under Article 5 of Regulation (EU) 2024/1689 ("EU AI Act") or a high-risk AI system as defined in Article 6 of the EU AI Act. You shall not use the AI Features for any purpose that would cause the AI Features to constitute a prohibited AI system under Article 5 of the EU AI Act or a high-risk AI system under Article 6 of the EU AI Act. If You use the AI Features in violation of this Sub-Section 4(3), PFU shall have no liability whatsoever for any damages, regulatory sanctions, penalties, costs, or expenses arising therefrom.

(4) Input image data shall be processed on servers managed by PFU and/or third parties solely for the purpose of identification and recognition processing performed by the AI Features (“Recognition Processing”). Such image data shall not be retained or stored on such servers.
Notwithstanding the foregoing, in the event an error occurs during Recognition Processing, the relevant image data may be stored for up to thirty (30) days solely for the purpose of error recovery. System logs shall be retained for up to one (1) year. For the avoidance of doubt, such image data is not viewable by PFU, its affiliates, and/or its contracted third parties.

(5) For Recognition Processing of input image data, PFU utilizes its proprietary AI models and third-party generative AI services (collectively, “AI Services”). Such AI Services are generally performed within the region where You purchased and activated Your license for the Software; however, depending on processing requirements, the AI Services may be performed in regions outside of Your region. Notwithstanding the foregoing, if You use Your license for the Software in the United States, the image data will not be transmitted to and processed outside of the United States. PFU makes no warranty or representation regarding the availability, continuity, performance, or quality of any third-party generative AI services utilized in connection with the AI Features. PFU shall have no liability for any unavailability of the AI Features, degradation of performance, variation in output data, or inaccuracy of output data, in each case to the extent caused by or arising from such third-party generative AI services.

(6) To the extent applicable, PFU shall perform Recognition Processing solely within the scope of the Permitted Purpose and shall not use, nor permit any of its contracted third party to use or access, any digitized output data generated from Recognition Processing for training PFU’s AI models and/or any third-party AI models, without first obtaining Your express consent.

(7) You acknowledge and agree that the AI Features utilize a combination of PFU’s dedicated AI models and general-purpose AI models provided by third parties.

(8) You shall, at Your own cost and responsibility, comply with all obligations imposed on You under the EU AI Act and any other applicable laws and regulations, including, without limitation, obligations to notify end users of the use of AI and to label content as AI-generated content. PFU shall have no obligation to provide You with individualized advice or legal opinions regarding Your compliance with applicable laws and regulations, or to provide any direct notice to Your end users on Your behalf.

(9) Output data generated as a result of Recognition Processing shall not be stored by PFU, its affiliates, and/or its contracted third parties, and shall be stored only in the storage location designated by You.

(10) You acknowledge and agree that PFU provides the AI Features solely within the scope of the Permitted Purpose. To opt out of such the AI Features, Your authorized administrator of the Software may disable them within the Software settings and discontinue use of PaperStream AI.

(11) You are solely responsible for confirming that the output data generated by the AI Features does not infringe upon the rights of PFU or any third party. In the event that any third party makes a claim against You alleging infringement of such third party's rights arising from Your use of output data generated by the AI Features, You shall handle and resolve such claim at Your own cost and responsibility, and PFU shall have no liability whatsoever with respect to such claim.

(12)Due to the nature of AI processing, PFU and its affiliates make no representations or warranties with respect to the

accuracy, completeness, reliability, or fitness for a particular purpose of any output data. You acknowledge and agree that the AI Features, by their nature,
are subject to inherent limitations, including, without limitation, the following:
(a) recognition accuracy may vary depending on the quality, resolution, format, language, and other characteristics of the input data;
(b) misrecognition, misclassification, inaccurate character conversion, and generation of information that is factually incorrect (commonly known as "hallucination") may occur;
(c) different output results may be generated from the same input data; and
(d) output results may differ from previous results due to updates to the AI models.

(13) If You use output data generated by the AI Features for business judgments or decision-making, You shall, at Your own responsibility, perform human review and verification of the accuracy, appropriateness, and legal compliance of such output data prior to relying thereon.

(14) Any inquiries regarding the AI Features shall be directed to the contact information provided on PFU's official website.

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9. Software Support

If you are the user of PaperStream Capture Pro/Premium, you may purchase support service for the Software separately, if applicable. The support services are subject to the separate agreement or Terms and Conditions for support services, and also other new features and enhancements that may be released in the future may be provided for separate fees. For purchase of support service for the Software, please contact Your supplier.

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(3) In the event that You inform PFU that there is any discrepancy or defect in the Software with the specifications or functions described in the manual and/or the product information page for the Software on PFU website, PFU will provide corrective information for such discrepancy or defect for a period of ninety (90) days from the date You receipt of the Software.

(4) IN ANY CASE, PFU'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE SOFTWARE SHALL BE LIMITED TO THE PURCHASE PRICE ORIGINALLY PAID BY YOU FOR THE PRODUCT.

(5) THIS SECTION 9 IS THE PFU'S SOLE WARRANTY AND LIABILITY FOR THE SOFTWARE.

(6) THE LIMITATIONS AND EXCLUSIONS IN SECTION 9-(1), (2), (3) AND (4) DO NOT APPLY TO ANY DAMAGES CAUSED BY PFU'S INTENTIONAL OR GROSSLY NEGLIGENT ACTS. IN ADDITION, THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN THE JURISDICTION AS SPECIFIED IN SECTION 14.

(7) Even if a part of the Software has been developed by a third party, the third party developer shall have no liability in connection with the use, performance or non-conformance of the Software.

(8) In the event that any third party makes a claim against you alleging that the Software infringes copyrights, trademarks,

or patents, or involves the misappropriation of trade secrets, you shall notify us within ten (10) days from the date you receive such claim. You shall also provide any necessary cooperation without charge to resolve such claim.

11. Data Collection and Use

You understand and agree that PFU and its affiliates may collect and use information concerning the computer(s) that You have installed the Software, including but not limited to Your MAC address or CPU identification. PFU and its affiliates may use this information to authenticate Your Activation License or to provide software support services. This information as such will not personally identify You, nor PFU and its affiliates will disclose this information to any other party in a form that personally identifies You.

12. Termination

PFU may terminate this EULA immediately if You fail to comply with the terms and conditions of this EULA. or if PFU determines that You may be in breach of this EULA, or if PFU loses the license from any third party who developed software incorporated in this Software. In such event, You shall discontinue all use of Software and materials related to the Software, and destroy all copies, summaries or extracts thereof, if any, which have been made by You, and all Confidential Information of PFU in Your possession. In the case of this termination, PFU shall not have any responsibility and PFU shall not refund the Software even if there is any damage to You due to said cancellation. If You use the PaperStream Capture Pro Premium portion of the Software,

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14. Miscellaneous Provisions

(1) This EULA sets forth the entire agreement and understanding between You and PFU relating to the Software, 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.

(2) If any provision of this EULA is held to be invalid or unenforceable for any reason by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions shall continue in full force and effect.

(3) 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 of condition of this Agreement shall only be deemed to have been made if expressed in writing by the Party granting such waiver.

(4) You agree that any difference or dispute between You and PFU concerning the interpretation or validity of this EULA or the rights and liabilities of the parties shall be settled by arbitration in Tokyo, Japan in accordance with the Rules of Procedure of the Japan Commercial Arbitration Association. You also agree that the arbitrator may grant injunction or other relief in the dispute or controversy, provided that PFU may seek immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement in any court or competent jurisdiction without breach of this Sub-Section 14. (4). The award rendered by the arbitration shall be final and binding upon the parties. Judgment upon such award may be entered in any court having jurisdiction thereof.

15. Governing Law and Jurisdiction

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.

PFU Limited
November 2026