

END-USER LICENSE AGREEMENT

FOR PaperStream Capture 5.0.0
PaperStream Capture Pro /Pro Premium 5.0.0
PaperStream Capture Pro/Pro Premium5.0.0

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- (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 13.(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.

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