

SOFTWARE SUBSCRIPTION AGREEMENT

BY PLACING A CHECK IN THE “I ACCEPT” BOX OR OTHERWISE INDICATING YOUR ACCEPTANCE THROUGH A SIMILAR ELECTRONIC ACCEPTANCE METHOD, CUSTOMER (“CUSTOMER,” “YOU,” OR “YOUR”) HEREBY ACKNOWLEDGES THAT CUSTOMER HAS READ THIS SOFTWARE SUBSCRIPTION AGREEMENT, AND UNDERSTANDS AND AGREES TO ALL THE TERMS AND CONDITIONS HEREIN. CUSTOMER FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN CUSTOMER AND PFU (EMEA) LIMITED (“PFU”) AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, BOTH ORAL AND/OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT IF PFU IS REQUIRED TO ENGAGE IN ANY PROCEEDING, LEGAL OR OTHERWISE, TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT, PFU SHALL BE ENTITLED TO RECOVER DAMAGES FROM CUSTOMER, IN ADDITION TO ANY OTHER SUMS DUE, REASONABLE LEGAL FEES, COSTS, AND DISBURSEMENTS, IN ACCORDANCE WITH THIS AGREEMENT.

This Software Subscription Agreement (this “Subscription Agreement”, or “Agreement”), effective as of the date you place your order (“Effective Date”) on <https://www.pfuemea.com/> (“Site”) or through PFU’s authorised Distribution Channel (defined below), is entered into by and between PFU, with registered offices located at Belmont, Belmont Road, Uxbridge, England UB8 1HE, and Customer located at the billing address provided on the order placed for the Service.

Capitalised terms used in this Subscription Agreement without definition have the meanings ascribed to them in Section 16.

1. **PURPOSE OF SUBSCRIPTION AGREEMENT.** The purpose of this Subscription Agreement is to set forth the general terms and conditions upon which Customer shall subscribe to and receive access of certain Software (including access to cloud-based software or cloud-based services, if applicable) as specified and attached hereto in Exhibit A (the “Service”) for a certain Subscription Term.

2. **COMMENCEMENT PROCEDURES AND SUBSCRIPTION TERM.** Subject to the other terms and conditions contained herein, Customer shall receive access to the Service in accordance with the applicable order(s) for the Service. Customer shall receive e-mail notification from PFU once the Service is made available for electronic download, and this shall be the date the Service is deemed delivered to Customer.

Subject to Section 3 (Fees; Payment Terms) below, the initial term of this Agreement shall begin on the Effective Date, provided the payment for Customer’s selected subscription term is made to PFU and PFU subsequently provides access to the Service to Customer, and shall continue for the remainder of the then-current subscription term (“Initial Term”). After the Initial Term, Customer shall be required to purchase and activate a separate renewal order in order to continue using the Service for another subscription term (“Renewal Term”) (collectively, the “Subscription Term”). Customer’s current Subscription Term will be indicated on the e-mail notification from PFU to which the Software was made available for Customer to download.

3. FEES; PAYMENT TERMS.

a. Where Customer’s order is directly with PFU through our Site:

As fees (“Fees”) for the Service, Customer agrees to pay PFU the amount specified in PFU’s invoice for the Service. PFU will invoice to Customer the Fees for the Subscription Term upon receipt of Customer’s order made through the Site. Unless otherwise agreed upon by PFU and Customer in a separate written agreement, all payments are due in full without deduction or set-off within thirty (30) days of the date of PFU’s invoice. The Fees for the Service are non-refundable and non-cancellable, unless otherwise permitted under this Agreement, applicable German laws, or expressly permitted by PFU in its sole discretion.

b. If Customer’s order is purchased through PFU’s authorised Distribution Channel, PFU may in its sole discretion, upon written notice to Customer, suspend or terminate Customer’s rights to use the Service in the event

PFU fails to receive payment for the Service or PFU confirms that Customer has not paid for the Service through PFU's authorised Distribution Channel, if PFU has previously set a reasonable deadline for payment.

c. Evaluation Offerings. Subject to the terms and conditions of any applicable evaluation offerings for the Service ("Evaluation Offerings") that may be offered by PFU from time to time in PFU's sole discretion, Customer may not be charged for such Evaluation Offerings during the Evaluation Offering's evaluation period. PFU reserves the right to cancel, suspend, modify, or terminate Evaluation Offerings in its sole discretion without notice to Customer.

d. Additional Software Support; Additional Features to Software. If available, Customer may purchase certain additional support service and/or additional features or enhancements for the Service (collectively, "Add-On Features") for additional fees. Fees for any Add-On Features shall be set forth on PFU's Site(s) and Add-On Features shall be purchased separately from Customer's subscription for the Service. PFU reserves the right to cancel, suspend, modify, or terminate Add-On Features (including Exhibit A and/or the terms and conditions related thereto) in its sole discretion.

For purchase of any Add-On Features (if available) through PFU's authorised Distribution Channel, please contact a reseller or distributor for pricing and/or other applicable additional terms.

4. EXPIRATION OF SERVICE; TERMINATION BY PFU; EFFECT ON EXPIRATION OR TERMINATION.

a. Expiration of Service. Subject to the terms of this Agreement and the applicable EULA, Customer will only receive access for the Service for the then-current Subscription Term. In the event Customer's Subscription Term expires or terminates, Customer will no longer receive access for the Service, including any Add-On Features.

b. Termination by PFU. PFU may elect, at any time or for any reason or in accordance with the applicable End User Licence Agreement ("EULA") related to use of the Service under this Subscription Agreement set forth in Exhibit B, to terminate this Subscription Agreement by providing prior written notice to Customer, at least fourteen (14) days prior to the expiration of the then-current Subscription Term.

c. Effect on Expiration or Termination. In the event Customer's Subscription Term expires or terminates, the Service's basic functionality (if available, and applicable to the Software) may still be available for Customer's use. Customer's use of such Service's basic functionality shall continue be governed by the applicable EULA.

5. TAXES. If applicable, PFU shall report and pay all Taxes now or hereafter imposed or assessed by any governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Service, the Fees or other charges payable hereunder, or otherwise upon or in connection with any Subscription Agreement, whether assessed on PFU or Customer, other than any such Taxes required by law to be reported and paid by Customer. Customer shall promptly reimburse PFU for all such Taxes paid by PFU, together with any penalties or interest in connection therewith attributable to Customer's acts or failure to act, excluding (a) Taxes on or measured by the overall gross or net income or items of tax preference of PFU, and (b) as to any Subscription Agreement for the related Service, Taxes attributable to the period after the return of such Service (if applicable) to PFU.

6. GENERAL INDEMNITY. Without limiting Customer's obligations under the applicable EULA, Customer, to the extent permitted by law, shall indemnify and hold harmless PFU, its parents, affiliates, and assignees, from and against any and all Claims arising directly or indirectly out of or in connection with any matter involving this Subscription Agreement, or the Service, including but not limited to the access, acceptance, rejection, subscription, maintenance, use (including any patent, trademark or copyright infringement), or the enforcement of PFU's rights under the Subscription Agreement. Notwithstanding the foregoing, Customer shall have no obligation to indemnify or defend against any Claim arising solely as a result of PFU's gross negligence or wilful misconduct. Section 9 of the EULA applies accordingly.

7. DISCLAIMERS AND CUSTOMER WAIVERS.

CUSTOMER AGREES THAT IT HAS AN OBLIGATION TO PAY ALL FEES AND OTHER AMOUNTS WHEN DUE.

(A) ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS SUBSCRIPTION AGREEMENT AND THE APPLICABLE EULA, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PFU DOES NOT REPRESENT OR WARRANT THAT:

- a. THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA;
- b. ANY STORED DATA OR UPLOADED DATA WILL BE OR REMAIN ACCURATE OR RELIABLE;
- c. THE RESULTS OBTAINED BY USING THE SERVICE ARE ACCURATE, COMPLETE OR USEFUL;
- d. THE SERVICE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S OR END USER'S REQUIREMENTS OR EXPECTATIONS, WHETHER OR NOT SUCH REQUIREMENTS OR EXPECTATIONS HAVE BEEN COMMUNICATED TO PFU;
- e. ERRORS OR DEFECTS WILL BE CORRECTED; OR
- f. THE SERVICE, PARTNER SERVICES, OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(B) PFU'S LIABILITY HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICE SHALL BE DETERMINED IN ACCORDANCE WITH SECTION 9 OF THE EULA.

8. CUSTOMER WARRANTIES. Customer represents, warrants and covenants to PFU that: (a) Customer has the power and authority to enter into this Subscription Agreement; (b) this Subscription Agreement is a legal, valid and binding obligation of Customer, enforceable against Customer in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Customer; (c) there are no pending or threatened actions or proceedings before any court or administrative agency that could reasonably be expected to have a material adverse effect on Customer or this Subscription Agreement, unless such actions have been disclosed to PFU and consented to in writing by PFU; (d) Customer shall comply in all material respects with all laws and regulations the violation of which could have a material adverse effect upon the Service or Customer's performance of its obligations under this Subscription Agreement; (e) Customer does not export, re-export, or transfer any Software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without an appropriate export licence or other approval required by applicable laws, rules and regulations governing the export of goods and information that apply to the Service and/or the Software; (f) Customer does not use the Service, Software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries wherever located, without an appropriate licence or other approval required by applicable laws, rules and regulations that apply to the Service and/or the Software; and (g) Customer is not an entity designated by the German government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

9. DEFAULT. Any of the following shall constitute a default by Customer (a "Customer Default") under this Subscription Agreement: (a) Customer fails to pay any Fees payment or any other amount payable to PFU under this Subscription Agreement within 10 days after its due date; or (b) any change occurs in relation to Customer's financial condition that, in PFU's opinion, would have a material adverse effect on Customer's ability to perform its obligations under this Subscription Agreement; or (c) Customer becomes insolvent or fails generally to pay its debts as they become due; or (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in

connection with the winding up of the Customer, or an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer, or the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or a person becomes entitled to appoint a receiver over all or any of the assets of the Customer or a receiver is appointed over all or any of the assets of the Customer, or any bankruptcy, reorganisation, arrangement of debt, insolvency or similar proceeding, is filed by or against Customer (and if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Customer takes any action to authorise any of the foregoing matters.

10. REMEDIES. If a Customer Default occurs, PFU may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due to PFU to be immediately become due and payable to PFU; or (b) terminate this Subscription Agreement; or (c) cancel or suspend access to, or render the Service unusable, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of the Subscription Agreement; or (d) proceed by court action to enforce performance by Customer of the Subscription Agreement and/or to recover all damages and expenses incurred by PFU by reason of any Customer Default; or (e) terminate any other agreement that PFU may have with Customer; or (f) exercise any other right or remedy available to PFU at law or in equity. Also, Customer shall pay PFU (i) all costs and expenses that PFU may incur by enforcing any of the terms, conditions or provisions of this Subscription Agreement (including reasonable legal fees and collection agency costs) and (ii) all costs incurred by PFU in exercising any of its remedies hereunder (including reasonable legal fees).

11. ASSIGNMENT. PFU shall have the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Subscription Agreement, in whole or in part, without prior notice to or the consent of Customer. If any interests in this Subscription Agreement are sold, assigned, or otherwise conveyed, Customer agrees that PFU's purchaser, assignee or transferee, as the case may be ("Assignee") shall (a) have the same rights, powers and privileges that PFU has under this Subscription Agreement, (b) have the right to receive from Customer all amounts due under this Subscription Agreement, and (c) not be required to perform any obligations of PFU, other than those that are expressly assumed in writing by such Assignee. Customer agrees to execute such acknowledgements to such assignment as may be reasonably requested by PFU or the Assignee. Customer further agrees that, in any action brought by such Assignee against Customer to enforce PFU's rights hereunder, Customer will not assert against such Assignee any set-off, defence, or counterclaim that Customer may have against PFU or any other person. Unless otherwise specified by PFU and the Assignee, Customer shall continue to pay all amounts due under the Subscription Agreement to PFU; provided, however, that upon notification from PFU and the Assignee, Customer covenants to pay all amounts due under the Subscription Agreement to such Assignee when due and as directed in such notice. Customer may not assign, transfer, sell, or pledge Customer's rights, interests, or obligations under this Subscription Agreement without the prior written consent of PFU.

12. SURVIVAL. All representations, warranties and covenants made by Customer hereunder shall survive the cancellation or termination of this Subscription Agreement and shall remain in full force and effect. All of PFU's rights, privileges and indemnities under this Subscription Agreement, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of such Subscription, shall survive such expiration or termination and be enforceable by PFU and PFU's successors and assigns.

13. AGREEMENT TO ARBITRATE. In the event of a dispute which arises in connection with this Agreement which cannot be settled amicably, the parties' exclusive remedy will be binding arbitration under the London Court of International Arbitration ("LCIA") Rules, which are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one, and the seat, or legal place, of arbitration, shall be London. The language to be used in the arbitral proceedings shall be English, and the governing law of the Agreement shall be the substantive law of Germany. In connection with any arbitration, the parties will select an arbitrator with expertise relating to the subject matter herein. In the event the parties are unable to agree upon the person, the LCIA will select the arbitrator according to its LCIA Rules. Judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction thereof.

14. NOTICES. Service of all notices under this Agreement will be delivered personally or sent by electronic mail, registered mail or courier to PFU EMEA Limited, Attn: Legal, Belmont, Belmont Road, Uxbridge, England UB8

IHE or via <https://www.pfuemea.com/en-gb/contact-us/> . Service of all notices under this Agreement will be delivered personally or sent by electronic mail, registered mail or courier to Customer at the address (or email address) provided to PFU by Customer on the order placed on the Site or applicable order made through PFU's authorised Distribution Channel. Any notice delivered under this Agreement will be deemed received and properly served at the time notice is left at the proper address if sent by courier, 24 hours after an email is sent, or on the second working day after the date of posting if sent by registered mail. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

15. MISCELLANEOUS.

- (a) **Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (and any non-contractual disputes and claims), will be governed by and construed in accordance with the substantive laws of Germany, without regard to conflict of laws principles. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. In the event that the Agreement to Arbitrate above is found not to apply to You or to a particular claim or dispute, You irrevocably agree that the courts of Germany shall have exclusive jurisdiction to settle any dispute or claim arising out of, on in connection with, this Agreement, its subject matter or formation (including any non-contractual disputes and claims).
- (b) **Credit Review.** Customer consents to a reasonable credit review by PFU for the subscription to the Service.
- (c) **Captions and References.** The captions contained in this Subscription Agreement are for convenience only and shall not affect the interpretation of this Subscription Agreement or any Subscription. All references in this Subscription Agreement to Sections and Exhibits refer to Sections hereof and Exhibits hereto unless otherwise indicated.
- (d) **Entire Agreement; Amendments.** This Subscription Agreement and the Terms of Sale (if applicable), executed by both PFU and Customer shall constitute the entire agreement between PFU and Customer relating to the subscription for the Service, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified unless it is in writing and signed by the parties hereto. Where there may be a conflict between the Subscription Agreement and the Terms of Sale, the Subscription Agreement shall control. Where there may be a conflict between the Subscription Agreement and the applicable EULA, the EULA shall control.
- (e) **No Waiver.** Any failure of PFU to require strict performance by Customer, or any written waiver by PFU of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.
- (f) **Invalidity.** If any provision of this Subscription Agreement shall be prohibited by, invalid, illegal or unenforceable under law, such provision shall be ineffective only to the extent of such prohibition, invalidity, illegality or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Subscription Agreement. If any provision of this agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate to agree the terms of a mutually acceptable alternative provision.
- (g) **Counterparts.** This Subscription Agreement may be executed in counterparts, which collectively shall constitute one document.

(h) PFU Reliance. PFU may act in reliance upon any instruction, instrument or signature reasonably believed by PFU in good faith to be genuine. PFU may assume that any employee of Customer who executes any document or gives any written notice, request or instruction has the authority to do so.

(i) Force majeure. Neither party will be liable for damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections, pandemics or epidemics, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the party whose performance is affected.

16. DEFINITIONS. All capitalised terms used in this Subscription Agreement have the meanings set forth below or in the Sections of this Subscription Agreement referred to below:

“Agreement” or “Subscription Agreement” has the meaning specified in the preamble hereof.

“Assignee” has the meaning specified in Section 11.

“Claims” means all claims, actions, suits, proceedings, costs, expenses (including, without limitation, court costs, witness fees and attorneys’ fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities and losses, including, without limitation, actions based on PFU’s strict liability in tort.

“Customer” has the meaning specified in the preamble hereof.

“Customer Default” has the meaning specified in Section 9.

“Distribution Channel” means PFU’s channel of resellers, distributors, or other partners authorized by PFU to sell PFU’s products and services Germany or the European Union.

“End User Licence Agreement” or “EULA” has the meaning specified in Section 4(b).

“Evaluation Offerings” has the meaning specified in Section 3(c).

“Fees” has the meaning specified in Section 3(a).

“Initial Term” has the meaning specified in Section 2.

“PFU” has the meaning specified in the preamble hereof.

“Renewal Term” has the meaning specified in Section 2.

“Service” has the meaning specified in Section 1.

“Site” has the meaning specified in the preamble hereof.

“Software” means cloud-based software or cloud-based services, copies of computer software programs owned or licensed by PFU, and any disks, CDs, or other media on which such programs are stored or written.

“Subscription Term” has the meaning specified in Section 2.

“Taxes” means all licence and registration fees and all taxes (local, state and federal), fees, levies, imposts, duties, assessments, charges and withholding of any nature whatsoever, however designated (including, without limitation, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) other than taxes measured by PFU’s income.

“Terms of Sale” means the terms that apply to all offers, sales and purchases of products from the Site or otherwise as indicated in a separate order form, and is entered into by and between PFU and Customer.

EXHIBIT A

SOFTWARE SUBSCRIPTION AND ADD-ON FEATURES

- **Software Subscription:**

PaperStream Capture 5.0 Pro/Pro Premium Subscription

- **Add-On Features:**

N/A

EXHIBIT B

END USER LICENCE AGREEMENT

<https://www.paperstreamcapturepro.com/end-user-license-agreement/>