



**IF IT WORX, IT'S**



**TA/UTAX CLOUD CAPTURE  
END USER LICENSE AGREEMENT**

This End User Licence Agreement ('EULA') is an agreement between you ('End User') and TA Triumph-Adler GmbH / UTAX GmbH ("Licensor"/'TA/UTAX') regarding the use of the 'TA/UTAX Cloud Capture' (TA/UTAX CC) software.

In this EULA, "Software" means the TA/UTAX Cloud Capture software service including AI functionalities ("AI Service"), and the associated computer applications, documentation and support services, and "TA/UTAX Material" means the Software as well as any derivative work/s and other material that may be created by TA/UTAX in the course of providing services.

## **1 PRELIMINARY ITEMS**

- 1.1 This EULA sets out the terms and conditions by which TA/UTAX permits the End User to use the TA/UTAX Material.
- 1.2 This EULA is the entire agreement between TA/UTAX and the End User regarding the TA/UTAX Material.
- 1.3 The End User warrants that you are an employee or contractor of a TA/UTAX customer or an employee or contractor of an affiliate of a TA/UTAX customer.
- 1.4 By signing up to use the TA/UTAX Material or by accessing or using the TA/UTAX Material, the End User acknowledges and agrees that you have read and agree to comply with this EULA (including any variations TA/UTAX may make from time to time).
- 1.5 If the End User does not accept this EULA then the End User must not access or use the TA/UTAX Material.

## **2 GRANT OF LICENCE**

### **2.1 Use**

- a. The TA/UTAX Material is licensed, not sold.
- b. TA/UTAX grants the End User a revocable, non-exclusive, non-transferable, non-sublicensable, and royalty-free license to use (including to load, display, execute and install) the TA/UTAX Material subject to the terms of this EULA ("License").
- c. The TA/UTAX Material must only be used for End User's internal business purposes to access the service through the End User's multi-function device or the End User's terminal device in the cloud.
- d. The End User must hold the appropriate licenses to access and use third party products when third party products are used in connection with the TA/UTAX Material.
- e. The End User is solely responsible for complying with all applicable terms,

conditions, policies and licenses governing the access and use of any third-party products in connection with the TA/UTAX Material.

## **2.2 Breach and compliance with laws**

- a. The End User is responsible for breach of any of the terms of this EULA related to its End User account.
- b. The End User must assist TA/UTAX in all respects and compensate TA/UTAX with respect to any and all damage caused by any unauthorized use of the TA/UTAX Material.
- c. The End User agrees to comply with all applicable laws in using the TA/UTAX Material.

## **3 INTELLECTUAL PROPERTY RIGHTS**

- 3.1 All ownership and intellectual property rights (including but not limited to copyrights and patent rights) in the TA/UTAX Material are the sole property of TA/UTAX and/or its licensors.
- 3.2 The End User acknowledges such ownership rights and will not take any action to jeopardize, limit, interfere or encumber in any manner with TA/UTAX's rights with respect to the TA/UTAX Material, or use TA/UTAX's intellectual property rights in any way except as expressly authorized by TA/UTAX.
- 3.3 The End User must not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the TA/UTAX Material without the prior written permission of TA/UTAX.
- 3.4 The End User is responsible for obtaining all rights in relation to any information or content that End User uploads to the TA/UTAX Material or otherwise provides to TA/UTAX (including any personal information).

## **4 RESTRICTIONS ON USE OF THE TA/UTAX MATERIAL**

The End User must not, and must not authorize or permit any third party to:

- (a) modify, translate, reverse engineer, decompile, disassemble or create any derivative work/s based on the TA/UTAX Material; or
- (b) reproduce, translate, copy or modify the TA/UTAX Material; or
- (c) allow any third party to access or use the TA/UTAX Material; or
- (d) develop any software or system that incorporates, is derived from or otherwise uses the TA/UTAX Material (or any component thereof); or
- (e) take any action that imposes an unreasonable burden on, or interferes or attempts to interfere with the Software's infrastructure or security systems or protocols; or
- (f) distribute a virus that may disrupt or disable the TA/UTAX Material; or

- (g) use the TA/UTAX Material in a way that may violate any laws or regulations, or cause TA/UTAX or its licensors to be in violation of any laws or regulations.
- (h) use AI Service or output from AI Service to develop a similar or competing product or service and shall not use output from AI Service to (i) substitute, replace, or circumvent the use of a AI models used in the AI Service(“AI model”), directly or indirectly; or (ii) create or improve models that are similar to AI model.

Any breach of this clause will result in automatic termination of the License.

## **5 DISTRIBUTION**

- 5.1 The End User must not rent, lease, lend, sell, publish, distribute or grant the TA/UTAX Material or any portion of it, or any copy of, or any portion of the copy, to any third party including individuals external or internal to End User’s organization.
- 5.2 Any unauthorized deviation from this condition will result in automatic termination of the License.

## **6 COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION**

- 6.1 The End User acknowledges and consents to TA/UTAX’s collection, use and disclosure of End User’s personal information or the personal information contained in any content or information that the User uploads as may be reasonably necessary to provide the TA/UTAX Material.
- 6.2 End User consents to the disclosure of such personal information to TA/UTAX’s service providers.
- 6.3 The End User warrants that it has all necessary consents and approvals for any personal information that End User provides to TA/UTAX.

## **7 DISCLAIMER**

The End User acknowledges and agrees that:

- (a) End User uses the TA/UTAX Material at its own risk;
- (b) End User is solely responsible for any data or content inputted into the Software;
- (c) End User is solely responsible for deciding whether or not to implement any advice or recommendation provided by TA/UTAX;
- (d) no oral or written information or advice given by TA/UTAX or any authorized dealer/s or distributor/s will or will be deemed to increase TA/UTAX’s obligations to End User beyond the scope of the terms of this EULA;
- (e) it is not a term of this EULA that the TA/UTAX Material will be secure or private;

- (f) TA/UTAX does not warrant that the TA/UTAX Material is fit for purpose or appropriate for End User's particular requirements or that the TA/UTAX Material will be uninterrupted, virus-free, error free or compatible with End User's equipment;
- (g) TA/UTAX does not represent or warrant that the TA/UTAX Material will be free from loss, corruption, interference, attack or other intrusion ("Security Incident") and End User will release TA/UTAX from any liability relating to such Security Incident; and
- (h) TA/UTAX may enhance, change, or otherwise modify the specifications of the TA/UTAX Material from time to time, at its sole discretion.

TA/UTAX disclaims any liability in respect of errors caused by End User's use of the TA/UTAX Material in a manner inconsistent with this EULA, any unauthorized modification to the TA/UTAX Material, the End User's technology systems, or any other cause not inherent in the TA/UTAX Material.

## **8 LIABILITY**

- 8.1 To the maximum extent permitted by law, TA/UTAX limits all warranties and liabilities arising under or in respect of this EULA, whether in contract, tort (including negligence), statute or any other cause of action.
- 8.2 Under no circumstances is TA/UTAX liable to End User for any of the following in connection with or arising out of this EULA or the furnishing, functioning or use of the TA/UTAX Material under any theory of legal liability and notwithstanding that the damages were reasonably foreseeable or that the breaching party was advised of the possibility of such damages including but not limited to:
  - (a) loss of, or damage to, data; or
  - (b) special, incidental, or indirect damages or for any consequential damages (including but not limited to loss of anticipated profits); or
  - (c) lost profits, business, revenue, goodwill, or anticipated saving; or
  - (d) loss of privacy; or
  - (e) personal injury; or
  - (f) losses or claims arising from End User's:
    - (i) uploaded data, document or other content into the TA/UTAX Material; or
    - (ii) use of the TA/UTAX Material in violation of this EULA.
- 8.3 To the extent that any liability may not lawfully be excluded but may be limited, TA/UTAX's sole liability is limited to, at TA/UTAX's discretion:
  - (a) the supply of the TA/UTAX Material again; or
  - (b) the payment of the cost of having the TA/UTAX Material supplied again; or
  - (c) for any other liability that is not otherwise excluded or limited by this EULA,

TA/UTAX's liability to End User is limited to the amount actually paid by End User for the TA/UTAX Material during the 12 months before the liability arose.

8.4 In the event that a third party's Intellectual Property Rights are infringed by the TA/UTAX Material, TA/UTAX's liability is limited to either:

- (a) procuring a license for that particular component; or
- (b) repairing or replacing that component so that it no longer infringes on any rights.

If these solutions are not practical, TA/UTAX may cancel End User's right to use the infringing component and pay End User a pro-rated refund of charges paid for that component.

## **9 TERM AND TERMINATION**

9.1 This EULA is effective on the date that the End User accepts to be bound by its terms and continues to be in effect until terminated in accordance with this EULA.

9.2 TA/UTAX may immediately terminate End User's license to the TA/UTAX Material on notice in writing:

- (a) if End User commits a breach of this EULA; or
- (b) in response to any suspicious or unusual activity on the End User's account; or
- (c) in order to comply with applicable laws; or
- (d) if TA/UTAX has an express right to do so under the terms in this EULA Terms; or
- (e) for convenience.

9.3 Upon termination of this EULA:

- (a) the End User must immediately cease using the TA/UTAX Material and destroy any such material in its possession; and
- (b) The End User's License terminates and End User will no longer be granted access to the TA/UTAX Material.

## **10 FORCE MAJEURE**

TA/UTAX may immediately suspend provision of the TA/UTAX Material, without affecting any of its rights, where a Force Majeure Event occurs or where TA/UTAX reasonably believes that a Default Event has occurred. TA/UTAX will end any suspension as soon as reasonably practicable. Where TA/UTAX has suspended provision of the TA/UTAX Material due to belief that a Default Event has occurred, TA/UTAX may first require that the End User remedy the Default Event.

For the purposes of this clause,

- (a) a "Force Majeure Event" means any cause beyond a party's reasonable control including without limitation an act of God (such as a fire, explosion, earthquake or

- pandemic), strike, or act of terrorism; and
- (b) a “Default Event” means an event where the End User is in breach of any obligation to TA/UTAX and does not rectify that breach within 7 days.

## **11 GOVERNING LAW**

This EULA and all disputes shall be governed exclusively by German law, excluding the Vienna Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, and shall be interpreted in accordance with German law. All disputes arising in connection with this EULA shall be settled amicably between the parties. If an amicable settlement cannot be reached, the courts in Hamburg shall have jurisdiction to decide on disputes arising in connection with this agreement or further agreements resulting from it.

## **12 GENERAL**

### **12.1 Severability**

A word or provision must be severed if that word or provision is void, voidable or unenforceable if not severed, or if this EULA would be void, voidable or unenforceable if the word or provision was not severed. The remainder of this EULA continues to have full force and effect even if such severance occurs.

### **12.2 Waiver of rights**

A right or remedy created by this EULA cannot be waived except in writing signed by the party entitled to that right or remedy. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy.

### **12.3 Right to assign**

TA/UTAX may assign or novate this EULA, in whole or in part, to a third party on notice to the End User, and the End User consents to such assignment or novation.

### **12.4 No relationship**

Nothing in this EULA constitutes a partnership or relationship of agency or employment between TA/UTAX and the End User.