

English

uniFLOW Online Cloud Services Agreement

You may wish to save a copy of this Agreement for your records. In any event, NT-ware may, in its sole discretion, modify or update this Agreement from time to time, so you should review this page which you can find at https://<your_vanity_domain_prefix>.eu.uniflowonline.com periodically.

This uniFLOW Online Cloud Services agreement (including the documents it references) (the "**Agreement**") is made between you, the end user of the Services (as hereinafter defined) ("**you**") and the provider of the Services: NT-ware Systemprogrammierungs-GmbH, a limited liability company registered in Germany having its principal place of business at Niedersachsenstraße 6, Bad Iburg, Germany, 49186 ("**NT-ware**"). It includes the entire variety of online services offered from time to time whether on a free or chargeable basis, website access, software, training, documentation, and other information purchased in connection with such items (individually and collectively, "Services" as more particularly defined hereinafter).

The Agreement sets forth the conditions upon which you may access and use the Services. Your access to and use of the Services is conditioned on your acceptance of and compliance with this Agreement. **By entering into this Agreement you represent and warrant that you are over the age of eighteen (18) and possess the legal capacity to bind yourself and your business organization or entity ("Company") to its terms and conditions. If you are entering into this Agreement on behalf of a business organization or entity ("Company"), you represent and warrant that you are duly authorized to bind the Company to this Agreement.** If you do not have the legal authority to bind the Company or you do not agree with the terms and conditions of this Agreement, do not accept this Agreement and do not use the Services.

This Agreement is effective on the date you accept the Agreement (the "**Effective Date**"). You may accept the Agreement by clicking "I Agree" and thereby manifesting your assent to these terms and conditions or by returning this Agreement by email.

NT-ware's address for notification is:

Post: NT-Ware Systemprogrammierungs-GmbH at Niedersachsenstraße 6, 49186 Bad Iburg, Germany;

E-mail: info@nt-ware.com

By accepting the terms of this Agreement, you expressly agree to the collection, use, and disclosure of data as set forth in this Agreement, the NT-ware Privacy and Cookies Policies located at https://<your_vanity_domain_prefix>.eu.uniflowonline.com (which is hereby incorporated by reference) and to all applicable Third Party Providers policies and terms and conditions expressly incorporated into this Agreement by reference.

1. AGREEMENT DEFINITIONS

Account: The collection of key information identifying and defining your subscription for Services governed by this Agreement created in accordance with Section 7 of this Agreement.

Business Day: any day which is not a Saturday, Sunday or public holiday in the country where NT-ware provides the Services.

Charges: any fees and charges payable for the Services as agreed in the Order.

Data: any technical and non-personal data delivered to NT-ware through automated or other means in connection with your use of the Services.

End User Licence (or EULA): the licenses provided with NT-ware Software allowing you to use the NT-ware Software for the purpose of using the Services and set out as Attachments to this Agreement.

Intellectual Property Rights: all intellectual property rights recognized as such in any jurisdiction including (without limitation) any and all (a) patents, utility models trademarks, service marks, business and trade names and rights in domain names, logos, get up (including any and all goodwill associated with or attached to same) designs, copyrights, database rights; and (b) all similar or equivalent rights protecting inventions, discoveries, technology, know-how, trade secrets, expertise, methodologies or any creative, artistic or industrial works or information, together with all applications and rights to apply for registration of any such rights.

Order: the order which your Reseller places with NT-ware and pursuant to which a Reseller sells the Services requiring paid subscription to you in the Territory and which: (i) establishes the specific Services and the Term (ii) sets out the Charges to you and (iii) references and incorporates the terms and conditions of this Agreement as the sole terms and conditions applicable to the Services you purchase.

Personal Data: any information relating to an identified or identifiable natural person inputted by you (or delivered to the Website by automated procedures) for the purpose of using the Services or facilitating your use of the Services; an identifiable person is one

who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

Reseller: Canon Europa NV ("CENV") or any of the Canon group companies and their authorized retail dealers in the Territory.

Services: a range of cloud based solutions designed to manage customer's print environments. The Services will be hosted regionally on a flexible and secure platform made up from time to time of the use of NT-ware Software and any of the following as requested by You. The Services are in particular:

uniFLOW Online Express: a basic cloud-based print and scan management application that allows organizations to extend their Canon devices with access control, easy to use scanning capabilities, and integrated cost tracking. As part of the uniFLOW Online portfolio, it is the default mode and does not require any paid subscription. **With uniFLOW Online Express you agree that NT-ware reserves the right to amend your vanity domain name at any time upon written notice in due time .**

uniFLOW Online: a secure cloud print and scan solution which enables them to manage their entire environment. The solution improves document security, controls printing costs and increases employee productivity whilst reducing internal IT overheads. It has been designed to meet the needs of organizations who do not want to invest in or manage local servers but still want to control their printing process. uniFLOW Online requires paid subscription.

NT-ware Software: software modules provided under this Agreement and the corresponding EULAs, installed on your local systems or personal computer or installed on Canon MEAP devices (Universal Login Manager and MEAP Scan Client software) in order for you to use the Services (and for such use only).

Territory: Europe, Middle East and Africa. For the avoidance of doubt reference to Territory means that the user must be at a computer in the Territory using an internet address in the Territory.

Term: the duration of the Services requiring paid subscription as set out in the relevant Order and any renewal periods specified therein or purchased afterwards by you from your Reseller.

Third Party Providers: the third party providers with whom NT-ware has relevant contracts in place for the provision of the Services (or part thereof) and which currently include Microsoft the terms of which are set out in. The contract terms of Microsoft are set out in <http://azure.microsoft.com/en-gb/support/legal/>

Website: the website through which you may access the Services and which currently is https://<your_vanity_domain_prefix>.eu.uniflowonline.com

1. Clause headings shall not affect the interpretation of this Agreement.
2. Reference to **person** includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
3. Reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
4. Words in the singular shall include the plural and vice versa.
5. A reference to one gender shall include a reference to the other gender.
6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
7. A reference to writing or written includes e-mail.

2. TERM

In case of Services requiring paid subscription, subject to NT-ware's suspension and termination rights, this Agreement is valid for the Term specified in the Order. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (additional users), for any cloud services options offered by NT-ware for the original Services ordered, and for any renewal of the Services period of the original Order.

3. ACCESS TO SERVICES

You may use the Services by accessing the Website (or such other website that NT-ware may use to provide the Services) and only in compliance with the terms and conditions of this Agreement and all (i) local, state, national, and international laws, statutes, rules, regulations applicable to you, or any data collected or otherwise processed by you; (ii) judicial, governmental, or

administrative order, judgement, decree or ruling or enforceable requirements of any industry self-regulatory body; and (iii) enforceable regulatory and binding guidance and written or authoritative interpretation of any of the foregoing by a regulatory body (collectively, "Laws").

Subject to the terms and conditions of this Agreement, you are permitted to access and use the functions and features of the Services – whether or not requiring paid subscription - made available to you by NT-ware under your subscription to the Services on a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable basis, solely for your own use in conjunction with NT-ware Software licensed in accordance with the end user licence agreement set out at the end of this Agreement and only for your internal business purposes.

NT-ware reserves all rights not expressly granted herein in and to the Services, and other than as expressly set forth herein, nothing in this Agreement shall be construed as granting or transferring any Intellectual Property Right to you.

To enable NT-ware to provide you with the Services, You acknowledge and agree that grant NT-ware may need to process certain Data for the Term. You acknowledge that NT-ware may allow Third Party Providers to provide cloud hosting (and related support) for the Services Data as required for the proper operation of the Services.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT IN ORDER TO RECEIVE THE SERVICES YOU WILL ENSURE THAT YOUR DEVICES HAVE "COOKIES" ENABLED. PLEASE NOTE THAT UNIFLOWONLINE.COM DOES NOT WORK WITHOUT COOKIES BEING ENABLED.

NT-ware or its Third Party Providers may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Term, including to reflect changes in technology, industry practices and patterns of system use. You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively "Patches") (if any) necessary for the proper function and security of the Services, including for the NT-ware Software. You acknowledge that your first port of call in the event of a technical issue is CENV who sold the Services to you.

NT-ware may temporarily suspend your password, account, and access to or use of the Services if you violate any provision of this Agreement, or if in NT-ware's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

Where you enter into this Agreement on behalf of a Company, you:

1. agree that any restrictions and obligations contained herein also include the obligation to procure that other users within the Company comply with such restrictions and obligations; and
2. undertake and agree that:
 - i. in case of Services requiring paid subscription, the maximum number of users that you authorize to access and use the Services shall not exceed the number of user subscriptions as set out in the Order;
 - ii. you will not allow or suffer any subscription to be used by more than one user;
 - iii. you will ensure that each user shall keep a secure password for his use of the Services, that such password shall be changed frequently (it is recommended that it is changed at least monthly) and that each user shall keep his password confidential;
 - iv. you shall maintain a written, up to date list of current users in the Company and provide such list to NT-ware within 5 Business Days of NT-ware's request.
 - v. mobile print through mobile devices such as iPad and iPhone is possible but you are the sole responsible for any data charges that you may incur for using this service.

4. RESTRICTIONS

To the fullest extent permitted by applicable statutory law, you may not:

- i. reverse engineer, decompile, or disassemble the Services, the NT-ware Software (or any portion thereof);
- ii. modify, create derivative works from, distribute, transmit, transfer, license, sublicense, sell, market, or lease any portion of the Services, the NT-ware Software or any Data, data, or information made available through or contained within the Services, including, without limitation, any text, documents, reports, charts, logos, buttons, icons, images, market data or other data, screenshots, audio and video recordings, graphics, photographs, still and moving images, sound, illustrations, information, software, products, and services, and the arrangements of all such Data within the Services;
- iii. use any or all of the Services for third-party training, commercial time-sharing or service bureau use;
- iv. use the Services for any illegal or unauthorized purpose, including without limitation any purpose in violation of any Laws in NT-ware's or your jurisdiction or any other applicable jurisdiction;
- v. interrupt or attempt to interrupt operation of the Services in any way or impair anyone else use of thereof;
- vi. remove or obscure any trademark symbols, copyright notices, or other Intellectual Property Rights notices in the Services or the NT-ware Software;

- vii. use or provide log-in credentials of any other users of the Services;
- viii. spam, interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services or attempt to do so;
- ix. take any action that imposes, or may impose, as determined in NT-ware's sole discretion, an unreasonable or disproportionately large load on its infrastructure for the Services;
- x. upload invalid data, viruses, worms, or other software agents or malware through the Services;
- xi. bypass the measures used to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any Data or enforce limitations on use of the Services or the Data therein;
- xii. use the Services in, or in connection with, hazardous environments requiring fail-safe performance, such as the operation of nuclear facilities, aircraft navigation, communication, or control systems, direct life support machines, weapons systems, or other uses in which failure of the Services could lead directly to death, personal injury, or severe physical or environmental damage; or
- xiii. use the Services in any way resulting to the violation of the rights of others.
- xiv. For the avoidance of doubt, these restrictions apply to any Services you perform on your local machine, including local testing, in addition to Services made available online.
- xv. Use of the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

5. OWNERSHIP RIGHTS

NT-ware and its licensors retain all of their respective right, title and interest in and to the Services (including software used to provide these), and all Intellectual Property Rights in and any derivative works of the foregoing. Except as expressly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights.

You retain all right, title and interest in and to your Data and any Intellectual Property Rights in or to the foregoing.

6. CONFIDENTIAL INFORMATION

The Services including the NT-ware Software or other software used in the Services contain confidential and/or proprietary information of NT-ware and/or its licensors. You shall not use the Services or other information received from NT-ware relating thereto, except to the extent expressly permitted herein. You will not disclose the Services or such information to any third party, except to the extent expressly permitted herein; provided, however, that such non-disclosure obligation will not apply to such information that is already in the public domain or which becomes part of the public domain through no wrongful act of you or any third party.

You acknowledge that a breach of this Section 6 of this Agreement would cause substantial harm to NT-ware that could not be remedied by payment of damages alone. Accordingly, NT-ware will be entitled to seek preliminary, temporary and permanent injunctive relief, and other equitable relief, for any such breach, without any requirement to prove damages.

7. YOUR ACCOUNT

You must register for an Account to access and use the Services.

Upon creation of an account and after NT-ware accepts an order for Services from a Reseller on your behalf, an automatic email will be sent to the root administrator of your Account with instructions to login for the use of the Account. Further steps are then automatically generated on how to change the password and make the required acceptance of this Agreement.

You are solely responsible for the activity that occurs on your account and you must keep your Account password(s) secure. You agree to not solicit another user's of your Company password, or otherwise act in a way that interferes with other users' use of the Services. NT-ware encourages you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.

You shall promptly notify NT-ware of any possible security incident or misuse related to your Account.

NT-ware cannot guarantee that unauthorized third parties will never be able to defeat NT-ware's and its Third Party Providers' security measures. You must notify NT-ware immediately of any breach of security or unauthorized use of your Account. NT-ware will not be liable for any losses caused by any unauthorized use of your Account, and you acknowledge that you use the Services at your own risk.

8. PAID SERVICES

In case of Services requiring paid subscription, any use of the Services is subject to the payment of all fees or other charges set forth in this Agreement and/or the applicable Order and NT-ware's suspension rights as set out in Section 14 below. You agree to pay all fees in accordance with the applicable Order. NT-ware may add new Services for additional fees and charges at any time.

You acknowledge and agree that billing data (which may include but not be limited to meter data, Company name, number of users, number of devices but no Personal Data) may be shared with Third Party Providers for the purpose of allowing Charges to be billed for the Services and for improvement of the Services provided to you.

9. BETA/TRIALS

You acknowledge and agree that certain products and services may be made available to select NT-ware customers on a beta or trial basis. You acknowledge and agree that such beta products and services may contain bugs, defects, and errors, and that such products and services are not expected to function fully when made available to you. If such products and services are made available to you and you agree to use them, you understand that you are being offered the opportunity in exchange for, among other things, your evaluation of such beta products and services, including but not limited to, feedback on how such products and services may be improved, and a positive reference in a form to be agreed upon should the products and services satisfy your needs. Any feedback offered following a beta/trial use shall be confidential information of NT-ware and all rights including all Intellectual Property Rights in such feedback shall automatically upon creation belong to NT-ware. You further agree that NT-ware may use data from the trials such as Company name, statistics and number of devices. You will generally be notified at regular interval before your trial is due to expire. If you do not purchase paid Services upon expiration of the trial you will not be able to use the Services.

10. YOUR DATA

You are solely responsible for the content of all Personal Data. NT-ware does not and will not assume any obligations with respect to Personal Data other than as expressly set forth in this Agreement and its Attachment 1 (Data Processing Agreement) or as required by applicable law. In connection with your use of the Services, you hereby represent and warrant that:

- i. you have all necessary rights to provide the Data and any Personal Data to NT-ware for the Services; and
- ii. NT-ware's use of your Data and Personal Data as contemplated under this Agreement will comply with all Laws, and not violate any rights of any third party, including without limitation Intellectual Property Rights.

NT-ware does not use Data except as stated in this Agreement and its Attachment 1 (Data Processing Agreement). If you provide any Data to NT-ware, you are responsible for providing any notices and/or obtaining any consents necessary for NT-ware to access, use, retain and transfer services data as specified in this Agreement.

11. PERSONAL DATA PROCESSING

In case NT-ware processes Personal Data you provide under this Agreement in the context of your use of the Service as a data processor within the meaning of the GDPR, Attachment 1 (Data Processing Agreement) to this Agreement applies. As between you and NT-ware, in this respect you retain all rights to the Personal Data and you are the data controller while NT-ware is the data processor acting on your behalf and your instructions (see for further details then Data Processing Agreement attached to this Agreement as Attachment 1).

NT-ware takes no responsibility and assumes no liability for any of your Data that you provide, publish, or transmit, directly or indirectly, using the Services. You shall be solely responsible for your Data and Personal Data and the consequences of using, disclosing, or transmitting it using the Services, and you agree that NT-ware is only acting as a passive conduit.

12. LICENCE TO USE PERSONAL DATA WHEN PROVIDING THE SERVICE

You hereby expressly grant, and you represent and warrant that you have all rights necessary to grant, to NT-ware, a royalty-free, transferable, non-exclusive, worldwide license in connection with the Services to host, transmit, distribute, modify, reproduce, display, archive, analyze, use, execute, create derivative works of, and otherwise perform all operations on your Data and/or Personal Data as reasonably necessary to perform the Services. The rights and licenses granted to NT-ware under this Agreement, including this Section 11, shall extend to Third Party Providers and other contractors exercising such rights and licenses on NT-ware's behalf.

13. AUDIT

During the Term and for one (1) year thereafter, NT-ware or a third party on its behalf may, at its expense and during your regular business hours, audit your compliance with the terms and conditions of this Agreement. If any such audit reveals any noncompliance by you with such terms and conditions, you will, in addition to any other remedies available to NT-ware under this Agreement, applicable Law, or otherwise, reimburse NT-ware for the full cost of such audit. If use not authorized by this Agreement is found or reasonably alleged by NT-ware, then: (a) you agree to immediately cease such use immediately upon receipt of NT-ware's written notification; and (b) NT-ware may, at its discretion, suspend or terminate this Agreement effective immediately and without liability.

14. SUSPENSION AND TERM TERMINATION

NT-ware shall have the right to suspend all Services immediately (without prejudice to termination rights or any other right or remedy) if:

- i. any event giving NT-ware a right to termination occurs;
- ii. if NT-ware is notified that you have failed to pay any Charges when they fall due;
- iii. if you breach the terms of this Agreement and fail to remedy the breach after receipt of 14 days' notice;
- iv. if you do not abide by any applicable acceptable use or security policies or violates other terms of this Agreement
- v. if NT-ware (or its Third Party Providers) reasonably believes that suspension of the Services is necessary to protect its customers, data or the integrity of the Service (for example in the event of a denial of service attack).

When NT-ware is entitled to suspend Services under the clause above, you will be unable to access your Data during suspension of Services. You will still be liable to pay the Charges during the suspension of the Services.

In the event that a party commits a breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach. Upon termination or expiration of this Agreement, your account, or your subscription, you shall immediately cease all use of the Services and all amounts due to NT-ware under this Agreement for Services provided by NT-ware prior to the effective date of termination shall become immediately due and payable.

15. NO WARRANTY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES AND NT-WARE SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. NEITHER NT-WARE NOR ANY RESELLER MAKES ANY WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NEITHER NT-WARE OR ANY RESELLER MAKES ANY GUARANTEES AS TO THE ACCURACY OR RELIABILITY OF THE SERVICES FOR ANY PURPOSE. IF YOU CHOOSE TO ACCESS THE SERVICES, YOU DO SO AT YOUR OWN INITIATIVE AND RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS. YOU MAY NOT USE OR EXPORT THE SERVICES OR NT-WARE SOFTWARE IN VIOLATION OF US OR FOREIGN EXPORT OR IMPORT LAWS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER NT-WARE NOR ANY RESELLER ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR ANY (I) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (IV) ANY ERRORS OR OMISSIONS IN ANY DATA OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY DATA PROVIDED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (V) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NT-WARE, ANY RESELLER, AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT OR RESULTING FROM NT-WARE'S PROVISION OF OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) IN AN AMOUNT EXCEEDING THE FEES PAID BY YOU FOR THE SERVICES THAT WERE THE SUBJECT OF SUCH CLAIM IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE APPLICABLE CAUSE OF ACTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NT-WARE, ANY RESELLER, AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE THE SERVICES OR THE NT-WARE SOFTWARE. UNDER NO CIRCUMSTANCES WILL NT-WARE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY ARISING OUT OF OR RELATING TO MALWARE, HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THIS SECTION (LIMITATION OF LIABILITY) APPLIES WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR BASIS, AND EVEN IF NT-WARE, ANY RESELLER, AND THEIR RESPECTIVE AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES.

17. INDEMNIFICATION

Upon request of NT-ware, you agree to defend (including responsibility for all court costs, costs of professionals and reasonable attorneys' fees) and/or settle any and all claims, suits, actions or proceedings brought by a third party (including governmental entities) against (i) NT-ware; (ii) NT-ware's affiliates, licensors, and suppliers; and (iii) Reseller, and (iv) each of their respective employees, contractors, agents, officers and directors (a) alleging infringement, misappropriation or violation of any third party's patent, copyright, trade secret, trademark, right of privacy or publicity or other third-party right by your Data; or (b) arising from or relating to any breach or alleged breach by you of this Agreement (or any portion thereof) (collectively "Claim(s)"), and shall pay all damages, fines, penalties, and other liabilities awarded or settlement amounts entered into to the extent based upon such a Claim. NT-ware agrees to give you: (x) prompt written notice of the Claim, (y) full information and reasonable cooperation in connection with the defense and/or settlement of the Claim (at your expense) and (z) full (and sole) authority to defend or settle the claim or suit, provided that NT-ware may participate with counsel of its own choosing at its own expense and further provided that any portion of any settlement or compromise which constitutes an admission or requires contribution from NT-ware shall be subject to the prior written approval of NT-ware. Notwithstanding the foregoing, failure to so notify you shall not diminish indemnity obligations hereunder except to the extent such failure or any delay actually prejudices defense of such matter.

18. EXPORT COMPLIANCE

The Services and confidential information of NT-ware provided under this Agreement may be subject to U.S. export and import control Laws and the trade Laws of other countries. You agree to comply with all export and import control Laws and to obtain any required licenses or classification to export, re-export or import the Services and any confidential information or other technical information provided by NT-ware. You agree not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export Laws or control Laws of other countries. You will not use the Services for prohibited nuclear, missile, or chemical biological weaponry end uses. NT-ware assumes no responsibility for your failure to obtain any necessary export approvals or for your violation of any export or import control Laws.

19. APPLICABLE LAW; DISPUTE RESOLUTION

This Agreement is and will be governed by and construed as set out below without giving effect to conflicts of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Any action arising out of or relating to this Agreement may be brought only before any court of competent jurisdiction located in England, in accordance with the English laws and you consent to the exclusive jurisdiction and venue of such courts and waive any objections of improper venue or inconvenient forum. Notwithstanding the foregoing, NT-ware may initiate litigation in any court of competent jurisdiction seeking any remedy in equity, including the issuance of a preliminary, temporary or permanent injunction, or to specifically enforce its rights under this Agreement.

20. OTHER PROVISIONS

- i. This Agreement, and any rights granted hereunder, may not be transferred or assigned by you, but may be assigned by NT-ware without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- ii. NT-ware shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other causes that are beyond the reasonable control of NT-ware.
- iii. NT-ware may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on

NT-ware's website, as determined by NT-ware in its sole discretion. NT-ware reserves the right to determine the form and means of providing notifications to its customers.

- iv. In the event that any provision of this Agreement shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of this Agreement.
- v. Unless you explicitly opt out by notifying NT-ware, you agree to be identified as a customer of NT-ware and that NT-ware may so state, in its marketing materials and on its web sites.
- vi. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and NT-ware's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.
- vii. This Agreement, together with the applicable Order Form, and all amendments, and any additional agreements you may enter into with NT-ware in connection with the Services constitutes the entire agreement between you and NT-ware concerning the Services and governs your use of the Services, superseding any prior agreements including, but not limited to, any prior versions of this Agreement.

For any question, concerns, or comments about this agreement, or for more information, please contact NT-ware at the details set out at the beginning of the Agreement

This uniFLOW Online Cloud Services Agreement was last modified on September 26th, 2018.

Third Party Software used in the provision of the Services:

BOX:

"Copyright 2017 Box, Inc. All rights reserved.

This product includes software developed by Box, Inc. ("Box")

<http://www.box.com>

ALL BOX SOFTWARE IS PROVIDED "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL BOX BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

See the Box license for the specific language governing permissions and limitations under the license.

EVERNOTE:

uniflowonline.com "Works with Evernote®," "Syncs with Evernote®," or is built on the Evernote® platform

Attachment 1 – Data Processing Agreement (Software as a Service)

This data processing agreement (the "Data Processing Agreement") forms part of the (the "Agreement") and is entered into between NT-ware Systemprogrammierungs GmbH, a limited liability company registered in Germany having its principal place of business at Niedersachsenstraße 6, Bad Iburg, Germany, 49186 ("NT-ware") and the customer identified on the signature page of the Agreement ("Customer" – together the "Parties").

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Agreement.

"Data Protection Legislation" means the General Data Protection Regulation and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities;

"General Data Protection Regulation" or "GDPR" means the General Data Protection Regulation (EU) 2016/679; and

"Security Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

"Services" means the uniFLOW Online Cloud Services as further defined in the Agreement.

"Standard Contractual Clauses" means the Standard Contractual Clauses for Data Processors established in third countries pursuant to European Commission Decision (2010/87/EU) of the Data Protection Directive, as currently available at

<http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087> (or any subsequent version thereof released by the European Commission; the latest version shall automatically apply). Schedules 1 and 2 to this Data Processing Agreement form part of the Standard Contractual Clauses as Appendices 1 and 2.

"data controller", "data processor", "data subject", "personal data" and "processing" shall be interpreted in accordance with the General Data Protection Regulation.

2. GENERAL

- a. This Data Processing Agreement shall apply to the extent NT-ware is processing in the course of providing the Services personal data on behalf of the Customer within the meaning of Art. 4 No. 2 and Art. 28 GDPR.
- b. This Data Processing Agreement serves as a data processing agreement between NT-ware and each data controller providing personal data under the Agreements with view to the personal data that NT-ware processes in the course of providing the Services.
- c. The Parties agree that the Customer and the Customer Affiliates covered by the Agreement are the data controllers and NT-ware is the data processor in relation to the personal data that NT-ware processes in the course of providing the Services.

3. PERSONAL DATA PROCESSING

- a. The subject-matter of the data processing is the performance of the Services and the processing will be carried out for the duration of the Agreement. The obligations and rights of the Customer and Customer Affiliates are as set out in this Data processing Agreement. Schedule 1 of this Data Processing Agreement sets out the nature and purpose of the processing, the types of personal data the NT-ware processes and the categories of data subjects whose personal data is processed.
- b. Customer shall be solely responsible for compliance with applicable Data Protection Laws with view to the processing that takes place under this Data Processing Agreement, in particular that Personal Data is disclosed to NT-ware and that personal data is processed by NT-ware on behalf of Customer.
- c. To the extent Affiliates of the Customer are also covered by the Services under the Agreement and Customer acts in this respect on behalf of and in the name of its Affiliates (Data Controllers),
- d. Customer will serve as a single point of contact for NT-ware (NT-ware may refuse any instructions provided directly by a Data Controller that is not the Customer);
- e. Customer is solely responsible for the coordination, submission and assessment of any instructions of Data Controllers that are not the Customer to NT-ware;
 - i. Customer shall enter into data processing agreements with all other Data Controllers covered by this Data Processing Agreement in order to enable NT-ware and its Subprocessors to process personal data as described in this Data Processing Agreement; and
 - ii. Customer warrants to NT-ware that its instructions, including appointment of NT-ware as a Data Processor or Sub-processor, have been authorized by the relevant Affiliate/Data Controller.
- f. When the NT-ware processes personal data in the course of providing the Services, NT-ware shall, notwithstanding anything to the contrary in this Agreement:
 - i. process the personal data only in accordance with written instructions from the Customer on its own behalf or on behalf of its Affiliate in case they are covered by the Agreement as set out exclusively in the Agreement and this Data Processing Agreement and NT-ware will not use or disclose the personal data for its own purposes except where expressly permitted by Article 28 (3)(a) GDPR. If NT-ware is required to process the personal data for any other purpose by European Union or Member State law to which NT-ware is subject, NT-ware shall inform the Customer and the relevant Customer Affiliate via the Customer of this requirement before the processing, unless that law prohibits this on important grounds of public interest. Any additional or alternate instructions must be agreed to according to the process for amending the Agreement.
 - ii. be responsible for complying with all Data Protection Laws applicable to its provision of the Services in its role as Data Processor (for the avoidance of doubt, NT-ware shall not be responsible for compliance with any laws applicable to the Customer or the Customer's industry that are not generally applicable to information data processors).
 - iii. notify the Customer and the relevant Affiliate via the Customer immediately if, in the NT-ware's opinion, an instruction for the processing of personal data given by the Customer or the relevant Affiliate infringes applicable Data Protection Legislation (without any obligation to perform a legal assessment when providing the Services). In that case NT-ware is entitled to suspend the performance of the respective instruction until Customer confirms its lawfulness or modifies such instruction;
 - iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the

personal data which is to be protected. The measures to be taken under this Data Processing Agreement are set out in Schedule 2 to this Data Processing Agreement. Customer understands and agrees that these measures are subject to technical progress and development and NT-ware shall be able to implement adequate alternative measures as long as the general security level described in Schedule 2 of this Data Processing Agreement is maintained (and not lowered);

- v. at least once per year audit the security of the computers and system environment that it uses for the processing of personal data when providing the Services.. Upon Customer's written request, NT-ware will provide to Customer a summary of the results of its regular audit ("Summary Audit Report"). This Summary Audit report constitutes Confidential Information under the Agreement. Customer agrees to exercise its audit right by instructing NT-ware to execute the audit as described before. If Customer reasonably concludes that an audit at the premises of NT-ware is required, such audits and inspections can be conducted by Customer (or an independent auditor that is no competitor of NT-ware on behalf of the Customer) during
- regular business hours, and without interfering with NT-ware's operations;
 - upon prior notice, and observing an appropriate notice period;
 - upon prior notice (observing an appropriate notice period and further consultation with NT-ware),

Such on-site audit is subject to the execution of a confidentiality agreement, in particular to protect the confidentiality of the technical and organizational measures and safeguards implemented by NT-ware. The costs (including internal resources) for the on-site audit should be borne by Customer on an hourly rate based on time and material according to the then current price list.

- vi. ensure that access to the personal data is limited to personnel that requires such access to provide Services under the Agreement and personnel required to access the personal data have committed to keep personal data confidential and comply with the obligations set out in this clause and that these confidentiality obligations survive the termination of their engagements or are under an appropriate statutory obligation of confidentiality;
- vii. support Customer in a manner consistent with the functionality of the Services and NT-ware's role as a data processor and to the extent reasonably possible for NT-ware (and only where Customer cannot do so without NT-ware's assistance)
- in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR; and
 - assist the Customer and the Customer Affiliate via the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation (taking into account the nature of the processing and the information available to the NT-ware and provided that this support does not result in any breach of NT-ware's confidentiality obligations towards third parties).
- viii. notify Customer, without undue delay, if NT-ware becomes aware a Security Breach within its scope of responsibility. NT-ware shall implement the measures necessary for securing personal data and for mitigating potential negative consequences for the data subject; NT-ware shall coordinate such efforts with Customer without undue delay;
- ix. notify to Customer the point of contact for any issues related to data protection arising out of or in connection with the Agreement;
- x. at the end of the Services upon the Customer's request, securely destroy or return personal data to the Customer and delete existing copies (unless European Union or Member State law requires storage of the personal data);
- g. Customer shall (i) without undue delay notify NT-ware of any defect or irregularity in terms of data protection compliance when providing the Services and (ii) notify to NT-ware the point of contact for any issues related to data protection arising out of or in connection with the Agreement, and (iii) reasonably support NT-ware in defending possible claims asserted by data subjects against NT-ware or its Affiliates in accordance with Article 82 GDPR.

4. SUB-PROCESSING

- a. Customer (also on behalf of its Affiliates that are covered by this Data Processing Agreement) authorizes NT-ware to engage Affiliates and third parties to provide the Services and to process personal data as sub-(sub-) processors. This authorization constitutes the Customer's (and its Affiliates) prior written consent to the sub-processing as required under the Standard Contractual Clauses or the applicable Data Protection Laws. A list of the current sub-processors used to provide the Service is attached to this a Data Processing Agreement as Schedule 3. All these sub-processors will be permitted to process personal data of the Customer (or its Affiliates) only to deliver the Services under the Agreement (unless otherwise stipulated under this Data Processing Agreement). NT-ware remains responsible the sub-processor's compliance with the obligations under this Data Processing Agreement and the applicable Data Protection Laws.

- b. Sub-processors that are engaged by NT-ware for the provision of the Services shall be subject to written terms with NT-ware that are no less protective than this Data Processing Agreement. Before engaging a third party as sub-processor, NT-ware must evaluate the reliability and competence of this party subprocessor with view to the respective data processing operations that should be performed by the subprocessor (if available based on respective certifications).
- c. NT-ware shall, prior to the use or replacement of subcontractors with at least 30 days prior notice, inform Customer thereof. Customer shall be entitled to reasonably contradict any change notified by NT-ware within 30 days upon receipt of the Customer's notice and for materially important reasons. The parties will then discuss possible resolutions within 30 days (but without any obligation for NT-ware to implement resolutions suggested by Customer) ("Resolution Period"). Where a materially important reason for such contradiction still exists, and the parties are failing to conclude on an amicable resolution of this matter, Company shall be entitled to terminating the Agreement upon 14 days written notice after the Resolution Period has ended. Where Customer fails to contradict such change within such period of time, Customer shall be deemed to have consented to such change. The Customer shall receive a refund of any prepaid fees for the period following the effective date of termination in respect of such terminated services. No other claims of the Customer against NT-ware may be based on reason of such termination.
- d. For the avoidance of doubt, where a third party fails to fulfill its obligations under any sub-processing agreement or any applicable Data Protection Legislation, NT-ware will remain fully liable to the Customer for the fulfillment of the NT-ware's obligations under this Agreement;
- e. For the avoidance of doubt, the approval requirements under this Data Processing Agreement shall not apply in cases where NT-ware or subprocessors subcontracts ancillary services from third parties which are not specific to the provision of the services under the Agreement. Such ancillary services shall, for example, include (but not be limited to) general infrastructure services like telecommunications services or facility management services. NT-ware and subprocessors shall nevertheless conclude, with such third parties, agreements necessary to ensure applicable data protection standards.

5. THIRD COUNTRY TRANSFER

- a. In case the processing will be undertaken in a third country (i.e. outside the European Economic Area – "EEA"), this will be notified to Customer (for the current list of subprocessors please see Schedule 3). Each and every transfer of data to a country which is not a Member State of either the European Union or the EEA ("Third Country") shall only occur if the specific conditions of Article 44 et seq. GDPR have been fulfilled.
- b. NT-ware has entered into Standard Contractual Clauses with its subprocessor that are situated in a third country unless (i) an adequate level of data protection exists according to an adequacy decision of the European Commission in this country or (ii) a Privacy Shield certification applies to the respective transfer ("Third Country Transfer"). In case of a Third Country Transfer, Customer accedes to these Standard Contractual Clauses and agrees that the Standard Contractual Clauses will be enforced against the relevant subprocessor only by NT-ware on behalf of the Customer (and its Affiliates) and commissions NT-ware to do so. Customer will procure that each Affiliate that should be covered by this Data Processing Agreement will likewise accede to these Standard Contractual Clauses and ensure that the enforcement takes place only via NT-ware.

6. LIABILITY AND DAMAGES

The regulations on the parties' liability contained in the Agreement shall be valid also for the purposes of processing under this Data Processing Agreement, unless expressly agreed upon otherwise.

7. MISCELLANEOUS

- a. This Data Processing Agreement shall automatically terminate upon any termination or expiration of the Agreement.
- b. In case of any conflict between any provision of this Data Processing Agreement and any provision of the Agreement, this Data Processing Agreement shall prevail. If Standard Contractual Clauses are used according to this Data Processing Agreement and there is a conflict between this Data Processing Agreement and the Standard Contractual Clauses the Standard Contractual Clauses shall prevail.

Schedule 1

Data processing information

The personal data transferred concern the following categories of data subjects:

1. Data Subjects

The personal data transferred relate to the following data subjects (please specify):

Users and Tenant Administrators of the uniFLOW Online Cloud Services (e.g. employees, agents, applicants and temporary employees of Customer).

2. Categories of data

Data will be provided by the Customer (and its affiliates). The personal data transferred may therefore concern different categories of personal data and sensitive data depending on the Customer's use of the Service. This may be e-mail addresses, login data, user names and other which may be required to provide the uniFLOW Online cloud service.

3. Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

See above (prints may contain any data).

4. Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The personal data transferred will be processed by NT-ware and its sub-processors in order to provide the Services as agreed in the Agreement, such as login functionality, print accounting and report generation. The basic processing activities involve hosting services, maintenance & support services and professional Services.

Schedule 2

Technical and Organizational Measures

Secure Communication

There are various components used in the uniFLOW Online system which communicate amongst each other to provide the service. Communication between the uniFLOW SmartClient and the Canon MEAP device is encrypted via AES-256 RSA. All communication between the uniFLOW Online service and the components on the local network are encrypted via HTTPS.

User Authentication and Password Storage

uniFLOW Online does not store any user credentials such as passwords. Instead, it uses a claims-based approach to authenticate users, accepting logon credentials from multiple identity providers or scan destinations.

The default provider is Microsoft Azure Active Directory. Alternatively, administrators can use Active Directory Federation Services (ADFS) to integrate with e.g. Microsoft Office 365 or their own locally hosted Active Directory®. In addition, it is possible to make use of shared web identity providers like Facebook, Google, Yahoo!® or Windows Live ID.

In order to provide secure scan functionality to each user uniFLOW Online utilizes the same claims-based approach for linking users and their accounts to a scan destination without storing their user credentials.

Tenant Isolation

Each created uniFLOW Online instance is logically separated from other instances via the so called tenant isolation. That way it can be assured that no personal data is mixed up with data from e.g. other accounts.

Private data is stored in uniFLOW Online according to statutory requirements. By default, private data is not shared with any third parties including Canon or the partner selling the service to the customer. Canon/ the Canon partner can only see names of their customers and expiry dates of licenses. Private data, e.g. user names, are only available to the customer.

Whenever data sharing between tenants is wanted, e.g. for analysis, support or service cases, this needs to be enabled by the customer, never via an outside identity. By default, uniFLOW Online will never share any private information.

Data Center

uniFLOW Online is hosted in Microsoft Azure data centers that are distributed across the globe. The use of Microsoft Azure data centers by uniFLOW Online makes it possible to respect data sovereignty as customer data remain within the local region, i.e. European customers' data will always be stored within the European data center in Amsterdam while US customers can be sure their data will never leave the US.

More information about Microsoft Azure and its security and compliance features can be found at the website:

<https://azure.microsoft.com/en-gb/support/trust-center/>

Printing

Print jobs are processed and stored on users' local PCs instead of being sent via the internet to a cloud-based service. With uniFLOW Online printing, all print traffic stays within the company network. Print jobs are only released to a selected printer once a user has authenticated at that device. The spool file is deleted automatically from a user's PC once it has been printed.

Mobile Printing

Users can print jobs from their mobile devices, smartphones or tablets. This can either be done by sending the file to be printed as an email to uniFLOW Online or by directly using mobile job submission on the uniFLOW Online tenant. In case the file needs to be

converted from its native format into a language the printer understands, this will happen within the regional data center in which the uniFLOW Online service is hosted, i.e. customer data does not leave the data center. Once converted, the original file is deleted. The converted file is held within the regional data center until released/printed by the user.

Scanning

Users can scan from any connected Canon imageRUNNER ADVANCE to either themselves or cloud scan destinations. When scanning, the captured document travels via the cloud to the selected scan destination. However, no scan content or images are stored in uniFLOW Online. Only the processing, if applicable, is done in uniFLOW Online. Regular users and administrators have no access to content or index data of the scanned document.

Role Concept

Each uniFLOW Online instance allows to define user roles for known user which restricts access to certain information or configuration options if necessary. That way, it can be assured that critical information is only available to those users who have to create, edit or update private data.

Additional Services / API

uniFLOW Online allows to provide information to external services via API calls. However, the sharing of data outside uniFLOW Online is secured by additional mechanisms. First of all, valid API calls are only possible while a user is logged in to uniFLOW Online. Secondly, before data can be shared, a sharing request needs to be accepted by the administrator. Without allowance no data is shared outside uniFLOW Online.

Print Job Processing

As uniFLOW Online does not store any print jobs, accounting data and configuration information is all that leaves the company network and is sent outwards. The transmission of print job file names is disabled by default which removes yet another potential security risk. In case file names are required, administrators can enable the transmission option.

Schedule 3

List of current sub-processors

NT-ware may use the following Affiliates and third parties to provide certain parts of the Services on Customer's (and its Affiliates) behalf:

Sub-processor	Location / Mechanism	Function
NT-ware USA, Inc.	105 Maxess Road, Suite S129 Melville N.Y. 11747	maintenance & support services
NT-ware Asia, Pte. Ltd.	438 Alexandra Road #04-01 Alexandra Point 119958 Singapore	maintenance & support services
NT-ware Japan Inc	2-4-11, Higashi Shinagawa, Shinagawa Tokyo, Japan, 140-0002	maintenance & support services
Microsoft Ireland Operations, Ltd.	One Microsoft Place South County Business Park Leopardstown Dublin 18 D18 P521	cloud service provider

Attachment 2 – EULA uniFLOW SmartClient

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NT-WARE SOFTWARE LICENCE AGREEMENT

IMPORTANT-READ THIS AGREEMENT BEFORE DOWNLOADING AND/OR USING THIS SOFTWARE! BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT.

This legal document is a license agreement ("Agreement") between you the user ("you") of the SmartClient Software ("Software") and NT-ware Systemprogrammierungs-GmbH with principal place of business at Niedersachsenstraße 6, Bad Iburg, Germany, 49186 ("NT-ware") for the purpose of printing securely via the uniFLOW cloud online services ("Services") ("Purpose").

BY DOWNLOADING AND/OR USING THE SOFTWARE, YOU AGREE THAT

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- **YOU AND YOUR COMPANY ACCEPT TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ANY APPLICABLE THIRD PARTY LICENSES AND**
 - **NT-WARE HAS THE RIGHT TO RELY ON AND ENFORCE SUCH ACCEPTANCE.**

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5. **EXPORT CONTROL:** You agree that the Software and the Documentation will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export control laws, restrictions or regulations of the countries involved.
6. **SUPPORT AND UPDATE:** NT-ware, NT-ware's subsidiaries or affiliates, their distributors and dealers are not responsible for maintaining or helping you to use the Software and the Documentation. NT-ware shall have no obligation to provide any support or maintenance for the Software, however if any updates,

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7. **DISCLAIMER OF WARRANTIES AND LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE SOFTWARE AND THE DOCUMENTATION IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND ACCURACY IS WITH YOU. NT-WARE, NT-WARE'S SUBSIDIARIES, ITS AFFILIATES, ITS LICENSORS, ITS DISTRIBUTORS AND ITS DEALERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS OR ASSURANCES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR NON-STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT.

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NEITHER NT-WARE, NOR NT-WARE'S SUBSIDIARIES, ITS AFFILIATES, ITS LICENSORS, ITS DISTRIBUTORS OR ITS DEALERS SHALL BE LIABLE FOR ANY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR DATA OR PERSONAL INJURY), HOWSOEVER ARISING WHETHER OR NOT NT-WARE, NT-WARE'S SUBSIDIARIES, ITS AFFILIATES, ITS LICENSORS, ITS DISTRIBUTORS OR ITS DEALERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NT-WARE, NT-WARE'S SUBSIDIARIES, ITS AFFILIATES, ITS LICENSORS, ITS DISTRIBUTORS AND ITS DEALERS SHALL NOT BE LIABLE FOR ANY CLAIM AGAINST YOU BY A THIRD PARTY ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE OR THE DOCUMENTATION;

NT-WARE, NT-WARE'S SUBSIDIARIES, ITS AFFILIATES, ITS LICENSORS, ITS DISTRIBUTORS AND ITS DEALERS' TOTAL LIABILITY TO YOU FOR ALL DIRECT DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE FEES PAID FOR THE SERVICES IN THE MONTH, WHEN THE LIABILITY OCCURRED. THE FOREGOING REMEDY LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the SOFTWARE as described in the Documentation meet your requirements.

You acknowledge that the Software may not be free of errors and/or bugs and that events beyond NT-ware's control may affect, limit or prevent the use or access to the Software whether temporarily or permanently and that such events shall not constitute breach of this Agreement by NT-ware.

8. **TERM:** This Agreement is effective upon your download of the Software and shall, subject to NT-ware earlier termination rights, continue in effect for the duration of the Services. NT-ware may terminate this Agreement and your right to use the Software immediately on written notice to you if:
- its agreement with its licensors terminates for any reason; or
 - you and/or your company breach any terms of the Services agreement; or
 - you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
 - a petition for a bankruptcy order to be made against you has been presented to the court; or
 - you become insolvent or unable to pay your debts enter into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), pass a resolution for its winding-up, have a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, make any composition or arrangement with its creditors or take or suffer any similar action in consequence of your debt.

NT-ware may terminate this Agreement for any reason (non-cause) upon written notice. NT-ware may at its reasonable discretion reimburse on a pro-rata basis, a reasonable amount of Services fees paid by you or your company for the year in which NT-ware terminates this Agreement. This represents NT-ware only liability and your only remedy with regards to NT-ware's early termination right for non-cause.

Upon termination for any reason:

- all rights granted to you under this Agreement shall cease;
 - you must cease all activities authorized by this Agreement; and
 - you must immediately delete or remove the Software and its Documentation (if any) from the Device in your possession and immediately destroy or return to us (at our option) all copies of the Software and its Documentation (if any) then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
9. **U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. The Software or its Documentation are provided with RESTRICTED

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10. **SEVERABILITY:** In the event that any provision of this Agreement is declared or found to be illegal by any court or tribunal of competent jurisdiction, such provision shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions of this Agreement shall remain in full force and effect.
11. **THIRD PARTY BENEFICIARY:** The provisions of this Agreement, in so far as it relates to NT-ware's third party suppliers, subsidiaries and/or affiliates, are directly enforceable by such NT-ware's third party suppliers, subsidiaries and/or affiliates.
12. **ACKNOWLEDGMENT:** BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN YOU AND NT-WARE CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND NT-WARE RELATING TO THE SUBJECT MATTER HEREOF. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF NT-WARE.
13. **LAW:** This Agreement is and will be governed by and construed as set out below without giving effect to conflicts of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

This Agreement shall be governed and interpreted in accordance with English Law. All disputes between the parties which may arise from this Agreement will be resolved exclusively by the English Courts. NT-ware shall have, however, the sole right to waive this section and to enforce this Agreement under the local law and/or jurisdiction of the user.

Should you have any questions concerning this Agreement, or if you desire to contact NT-ware for any reason, please write to NT-ware's address at the beginning of this Agreement.

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Attachment 3 – EULA Universal Login Manager and/or MOM Client and/or MEAP Scan Client

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