

TA DOCUMENTS AGENT

END USER LICENSE AGREEMENT

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”) is an agreement between you (“End User”) and TA Triumph-Adler GmbH (“Licensor”/“TA”) for the use of TA Software.

"Software" means all TA software programs (i) licensed from TA or an authorized TA sales company, authorized dealer or authorized reseller, or (ii) embedded in or pre-loaded on TA hardware (including hardware marketed under the brand name UTAX), downloadable Software, and Software accessible through the internet. Software also includes updates and upgrades (installed during the support period) as well as accompanying manual(s), packaging and other written files, electronic or on-line materials or documentation, and any and all copies of such software and its materials. Software may also include additional features or functionality that can be accessed with either a current subscription or services contract for certain cloud services.

1. GRANT OF LICENCE

This Licence sets out the terms and conditions (“Terms”) on which the Licensor permits the End User, you, to use the Software. Entitlement to use the Software is offered on condition that End User agrees to all the Terms in this EULA. This Licence is the entire agreement between Licensor and End User regarding the Software. If End User does not accept these Terms then End User should not use the Software and delete or return the unused Software to Licensor or TA sales company, authorized dealer or authorized reseller or their end customer which provided End User access to the Software, subject to the refund policy of the place where the Software license was purchased.

(i) Use

This Software is licensed, not sold. Licensor grants the End User a revocable non-exclusive non-transferable right to use the Software subject to the Terms of this EULA. Component parts of the Software may not be separated for use on more than one device per End User. The license begins on the date the Software is shipped or made available for download or installation and continues until terminated.

(ii) Back-up copies

End User may make archival or back-up copies of the Software, provided that the copy is only used for back-up purposes.

(iii) Breach

End User is responsible for breach of any of the terms of this EULA related to its End User account. End User agrees to assist Licensor in all respects to compensate Licensor for all damage caused by any unauthorised installation of the Software.

2. Intellectual Property Rights

All ownership and intellectual property rights in the Software and any derivative work/s shall remain exclusively with the Licensor and/or its licensors. End User acknowledges such ownership rights and will not take any action to jeopardise, limit or interfere in any manner with Licensor’s rights with respect to the Software. Furthermore, End User may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software without the prior written permission of Licensor. Any breach of these Terms will result in automatic termination of the Licence.

3. Prohibition on Reverse Engineering

End User may not modify, translate, reverse engineer, decompile, disassemble or create any derivative work/s based on the Software. Any unauthorised deviation from this condition will result in automatic termination of the Licence.

4. Distribution

End User may not rent, lease, lend, sell, publish, distribute or grant the Software 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 organisation. Any unauthorised deviation from this condition will result in automatic termination of the Licence.

5. Collection of personal data

The use of the Software requires processing of personal data. You can find further information on how TA processes End User's personal data at triumph-adler.com.

6. Disclaimer

No oral or written information or advice given by Licensor's authorized dealer/s or distributor/s shall increase Licensor's obligations to End User beyond the scope of the Terms of this EULA. Licensor does not warrant that the Software is appropriate for End User's particular requirements or that the Software will be uninterrupted or error free. End User accepts all responsibility for the selection of the Software and for installation and use. Notwithstanding any damages that End User may incur, the entire liability of Licensor and any of its suppliers under this Licence and End User's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by End User separately for the Software.

7. Liability

Under no circumstances is Licensor liable to End User for any of the following:

- (i) loss of, or damage to, data; or
- (ii) special, incidental, or indirect damages or for any economic consequential damage; or
- (iii) lost profits, business, revenue, goodwill, or anticipated saving; or
- (iv) loss of privacy; or
- (v) personal injury.

If applicable law limits the application of the provision of this Section, Licensor's liability is limited to the maximum extent possible.

8. Governing Law

This EULA and any disputes shall be solely governed by and construed in accordance with the laws of Germany, the application of the Vienna Convention on Contracts for the International Sale of Goods (CISG), Vienna, 11 April 1980, being excluded. All disputes arising in connection with this EULA shall be settled amicably between the Parties. If amicable settlement cannot be reached, the courts of Hamburg shall be competent to decide the disputes arising in connection with the present agreement, or further agreements resulting therefrom.