



KYOCERA CLOUD PRINT AND SCAN

END USER LICENSE AGREEMENT

Last modified: July 2024



This End User License Agreement ("EULA") is an agreement between you ("End User") and KYOCERA Document Solutions Inc. ("Licensor"/"Kyocera") for the use of Kyocera Software "Cloud Print and Scan" (KCPS).

We may update this Statement from time to time.

INTRODUCTION

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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 for the trial license period as specified by Kyocera. After the trial license period, the license will automatically renew unless End Customer terminates the license. End User may install and use the Software on one computer only. 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. The End User's account is deleted in case of 12 consecutive months of inactivity.

(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.

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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 the Software processes End User's personal data in the Kyocera Cloud Print and Scan Privacy Statement available at <https://www.kyoceradocumentsolutions.eu/en/footer/privacy-and-cookie-centre/kyocera-cloud-print-scan-privacy-statement.html>.

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 the Netherlands, 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, then all disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, in which case the Arbitrage Tribunal



shall consist of three (3) arbitrators. The place of arbitration shall be Amsterdam and the arbitration shall be held in the English language.

9. Prevailing Language

The English version of this EULA represents the understanding of both Parties. In the event any translation of this agreement is prepared for convenience or any other purpose, the provisions of English version shall prevail.



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Kyocera Document Solutions Europe Management B.V. is a group company of Kyocera Document Solutions Inc. , a global leading provider of total document solutions based in Osaka, Japan. The company's portfolio includes reliable and eco-friendly MFPs and printers, as well as business applications and consultative services which enable customers to optimize and manage their document workflow, reaching new heights of efficiency. With professional expertise and a culture of empathetic partnership, the objective of the company is to help organisations put knowledge to work to drive change.

Kyocera Document Solutions Inc. is a group company of Kyocera Corporation (Kyocera), a leading supplier of industrial and automotive components, semiconductor packages, electronic devices, smart energy systems, printers, copiers, and mobile phones. During the year ended March 31, 2024, the company's consolidated sales revenue totalled 2 trillion yen (approx. US\$13.3 billion). Kyocera is ranked #672 on Forbes magazine's 2023 "Global 2000" list of the world's largest publicly traded companies, and has been named among "The World's 100 Most Sustainably Managed Companies" by The Wall Street Journal.

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