

End User License Agreement

Thank you for using Pcounter-Europe software. Please read this End User License Agreement ("EULA") carefully and be sure to understand. This EULA is a legal agreement between you (either an individual or a single entity) and Pcounter Europe, a Danish corporation ("PE"). You must review and accept the terms of this EULA before installing or using the Software.

1. DEFINITIONS.

The following capitalized terms used in this EULA have the meanings indicated:

(a) "Delivery Date" means (i) in the case of Software that utilizes a license key, the date on which PE sends or otherwise makes available to you the license key(s) for the Software or a method for creating them or on which the Software is installed; and (ii) in the case of Software that does not utilize a license key, the date on which PE sends you a CD, diskette, or a digital file containing the Software.

(b) "Documentation" means any online help text and/or manuals provided with the Software.

(c) "End User" means a human being using a computer or other digital device.

(d) "Server" means a computer server owned, leased or otherwise controlled by you, or operated on your behalf, on which a licensed copy of the Software is installed. If you utilize virtual server technology or any similar technology that enables a single hardware unit to function as multiple computer servers, each virtual server operating on a single hardware unit will be deemed a single "computer server" for purposes of this definition.

(e) "Services" means software maintenance, support services (including deployment support services), and any other services PE may provide you in connection with your use of the Software.

(f) "Software" means the PE server-based software product licensed by you pursuant to this EULA, and (A) any other software applications or components that subsequently may be provided by PE for use with it, and
(B) any Updates to or Upgrades of any of the foregoing.

(g) "Updates" means bug fixes, patches, or other revisions to or modifications of Software that PE provides to you, including those it makes generally available to customers that subscribe to its software maintenance services. An Update typically is identified by a change in a number and/or letter to the right of the first decimal point in a product's version number. Updates do not include Upgrades.

(h) "Upgrade" means a major release of Software, as determined by PE in its sole discretion. An Upgrade typically is identified by a new product name or a new number to the left of the first decimal point in the version number of an existing product name. Upgrade can also be a maintenance renewal which is done after existing maintenance have expired, and therefore will an Upgrade be needed for maintenance renewal.

(i) "Web Site" means PE' web site located at <http://www.pcounter-europe.com>

2. OWNERSHIP.

The Software is licensed, not sold. You acknowledge that the Software (including any changes you may request or suggest) is the property of PE and/or its licensors. Title to each copy of the Software and all related intellectual property rights embodied in or represented by the Software will remain with PE and/or its licensors at all times, as will all other rights not explicitly granted to you under this EULA.

3. LICENSE GRANT.

PE grants you the following perpetual, nonexclusive, limited license rights to use the Software solely in object code form, provided you comply with all the terms and conditions of this EULA:

(a) You may install and use the Software on one (1) Server. If you utilize virtual server technology or any similar technology that enables a single hardware unit to function as multiple servers, you must license one (1) copy of the Software for each virtual server that utilizes the Software. If the Software you are installing is evaluation use Software or beta Software, your rights are limited as described below in Section 4 or 5. You may make one (1) copy of the Software solely for backup or archival purposes, one (1) copy solely for disaster recovery purposes, and one (1) copy solely for use for internal development purposes.

(b) If software you have licensed is client based (pr printer or multi function device) then will the license or license file define how many devices the license can be used for.

4. EVALUATION SOFTWARE.

Notwithstanding anything to the contrary in this EULA, if PE has provided the Software to you for evaluation use, then (a) you may use the Software (and any Services PE chooses to provide you in connection with it) in a manner consistent with the terms of this EULA solely for evaluation purposes for 60 days from the Delivery Date (or such other period as may be indicated in writing by PE at the time of delivery); (b) your use of the Software (and any Services provided in connection with it) may be terminated by PE without notice at any time; and (c) in light of the fact that evaluation Software is provided to you free of charge, PE disclaims the limited warranty set forth below in Section 8, and neither PE nor any Released Party will be liable for direct damages related to evaluation Software, as explained more fully in Section 9(b). Evaluation copies of Software may contain a "time-out" mechanism that will automatically reduce the functionality or disable use of the Software at the end of the evaluation period.

5. BETA SOFTWARE.

(a) Use. If the Software is designated as pre-release or beta software, then you may use it (and any Services PE chooses to provide you in connection with it) in a manner consistent with the terms of this EULA solely to test the product internally, test the compatibility of your application or other product(s) that operate in conjunction with the Software, and to evaluate the Software for the purpose of providing feedback regarding it to PE. You may use the Software until the earlier of (i) 120 days from the Delivery Date, (ii) the date of the commercial release of the non-beta version of the Software, or (iii) 10 days after the date on which you or we send written notice to the other terminating your right to use the beta Software, which either of us may do at any time. You may not use the Software in a live operating environment where it may be relied upon to perform in the same manner as a commercially released product or with data that has not been sufficiently backed up. You may not use the Software for benchmark or performance testing.

(b) Acknowledgement and Additional Liability Limitation and Warranty Disclaimer. You acknowledge that all Software designated as pre-release or beta Software may contain bugs, may not operate properly or perform all intended functions, may interfere with the functioning of other software applications, and may cause errors, data loss or other problems. In light of the fact that pre-release or beta Software is provided to you free of charge, PE disclaims the limited warranty set forth below in Section 8 with respect to pre-release or beta Software, and neither PE nor any Released Party will be liable for direct damages related to pre-release or beta Software, as explained more fully in Section 9(b).

(c) Feedback. You agree to provide to PE reasonable suggestions, comments and feedback regarding beta Software, including but not limited to usability, bug reports and test results, with respect to Software testing (collectively, "Feedback"). You grant PE, under all of your intellectual property and proprietary rights, the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, and create derivative works of, the Feedback as part of any PE product, technology, service, specification or other documentation (collectively, "PE Offerings"), (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any PE Offering, (iii) solely with respect to your copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties, and (iv) to sublicense to third parties any claims of any patents owned or licensable by you that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the Feedback or portion thereof incorporated into a PE product, technology or service. Further, you warrant that your Feedback is not subject to license terms that will require, or claim to require, that any PE Offering that incorporates any Feedback (or any intellectual property therein) be licensed to any third party on specified terms. Due to the nature of the development work, PE provides no assurance that any specific errors or discrepancies in the Product will be corrected.

(d) Confidentiality. All beta Software, including its existence and features and related information, are proprietary and confidential information to PE. You agree not to disclose or provide beta Software, its Documentation, or any related information (including the Software features or the results of use or testing) to any third party, for a period of one year following the Delivery Date of the Software or until its commercial release, whichever occurs first; provided that, thereafter, you agree not to disclose or provide to any third party any information regarding the Software that has not been made public by PE as of its commercial release. These restrictions will not apply to any information that (a) is publicly known at the time of its disclosure; (b) is lawfully received from a third party not obligated to maintain it in confidence; (c) is published or otherwise made known to the public by PE; (d) you generated independently before you received it, as evidenced by your records; or (e) is required to be disclosed under any law, governmental rule or regulation or a valid court order, provided you give PE reasonable written notice prior to disclosure and comply with any applicable protective order or equivalent.

(e) Support and Maintenance. PE is not obligated to provide maintenance, technical support, or updates to you for beta Software, but any Updates or other supplemental Software provided to you in connection with beta Software will be subject to the terms and conditions of this EULA. In no event will PE be obligated to provide you, free of charge, a copy of the commercial release version of the Software in connection with your participation in any testing program. PE is not obligated to make beta Software commercially available.

6. RESTRICTIONS.

You agree not to violate any of the following restrictions, or permit others to violate them:

(a) Copying, Distribution and Use. You may not copy the Software, except as provided above in Section 3(a). You may not sell, rent, lease, sublicense or redistribute Software, or use or permit others to access, install or use the Software, except as provided in this EULA.

(b) Proprietary Notices. You may not alter or remove any copyright, trademark, patent, or other protective notices contained in or on Software.

(c) Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Software or otherwise attempt to derive its source code, except and only to the extent that any of these activities is permitted by applicable law despite this restriction. To the extent that the right to decompile, disassemble, or reverse engineer the Software is permitted by applicable law, you

agree not to do so if PE makes available to you a separate software module that allows you to achieve interoperability of an independently created computer program for use with the Software. You agree that, prior to attempting to achieve such interoperability, you will obtain written notification from PE that it is unwilling to make such a software module available within a reasonable period of time.

(d) Modifications and Derivative Works. You may not modify or create derivative works of the Software, but computer code written to current application programming interfaces for the Software that are published by PE or otherwise disclosed by PE to you or a third party and are which are not marked "preview" or "beta" (or some similar designation) will not be considered modifications or derivative works for purposes of this restriction.

(e) Interference with Certain Features. You may not modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the Software that enforce license restrictions or limits or report technical or statistical information regarding the Software or its use to PE.

(f) Use of Prior Versions. You may not continue to use prior versions of any Software after installing an Upgrade of the Software or any Update that wholly replaces the Software.

7. Account Information and Data

PE does not own data, information or material that you or end-users submit to the Service in the course of using the Service ('Customer Data'). PE, shall not have responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and PE shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. PE reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and PE shall have no obligation to maintain or forward any Customer Data.

Data is stored using Microsoft Azure Cloud Services.

7.1 GDPR.

For Data Processing Agreement/addendum please send a request to admin@pcounter-europe.com. DPA agreement id is available in a pre-signed version. For any questions regarding GDPR and data management please contact legal@pcounter-europe.com.

PE use vendors / sub-processors which have DPA's to ensure compliance:

- Microsoft Azure (All data is hosted in Azure Germany)
- MailChimp (All newsletters are sent from here and e-mails registered as well)
- Wix (use information, access controlled)
- Zendesk (Helpdesk system where user data is used for documenting/reproducing issues)

7.2 Collected data:

The only personal data collected is in the print job tracker, this will collect the name of the print job and full name of the person printing including day and time.

All other data collector is solely concerning the printer and includes information such as toner levels, counters, name of printer, error codes and other hardware related data.

7.3 Data sharing.

We do not sell, share or otherwise disclose personal information about you except as described here or at the time of collection. PE may share personal data in the following ways:

- ✓ If sharing your data is necessary to provide a product, service or information you have requested such as enabling an integration or otherwise connecting to third party software solutions.
- ✓ As part of a joint sales promotion or to pass sales leads to our business partners.
- ✓ To keep you up to date on the latest product announcements, software updates, special offers or other information we think you would like to hear from our business partners.
- ✓ Within PE (including among affiliates and subsidiaries)
- ✓ For the purposes of validating employment or training completed.
- ✓ To connect employees with their account administrator(s).
- ✓ with our customers to report and help manage issues requiring support or as part of consulting services.
- ✓ With our customers and partners to inform them about their users' use of our services (such as when a user has logged in last time, created a support ticket or otherwise been in contact with PE or which features are most used).
- ✓ With service providers we have engaged to perform services on our behalf (such as customer support, customer relations management and data analytics).
- ✓ With approved PE partners, to offer and provide our products and services to you, and with our joint marketing and sales partners and other business partners who help us with our business operations or other aspects of our business.

Deletion of users and data. As an administrator of Pcounter you have the ability to delete users and emails on demand including entire user accounts.

7.4 Third Party Interactions

During use of the Service, there may be interactions with third party products and/or services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. PE and its licensors shall have no liability, obligation or responsibility for any such interaction between you, the Service and any such third-party. PE does not endorse any companies, products or services, with the use through the Service. PE provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

8. MAINTENANCE AND SUPPORT.

Technical support for the Software may be found in the Help section within the Software, a separate User's Guide document and on the Web Site. Technical support will be given via the reseller where the software has been purchased, and only if valid (not expired) maintenance on the software. To qualify for technical support, you must run the latest version of the Software.

This license is limited to the version of the Software delivered by PE and does not include subsequent versions, upgrades, updates, modifications or revisions, unless a separate maintenance contract is purchased. If such contract is purchased, then, for the time period specified, you are entitled to download revisions or updates to the Software when and as PE publishes them via its website or through other online services. After the specified time period, you have no further rights to receive any revisions or upgrades without purchase of a new license to the Software. PE may make Updates available to all customers free of charge, and such action shall not void the general Update and Upgrade terms of this agreement. Any technical information you provide PE in connection with support it provides you may be used by PE for its business purposes, including product and service development.

9. LIMITED WARRANTY AND WARRANTY DISCLAIMER.

(a) PE warrants that, software is provided with a 60-day trial period in which customer will verify that the software will function in customers IT infrastructure and after customer's requirements. Purchase of software means that customer have made such test in the trial period and accept the functionality of the software in customers IT infrastructure. Notwithstanding the foregoing, PE will not be responsible for any breach of warranty not reported during the warranty period; any malfunctioning of Software that you or a third party has modified, misused, or damaged; or any malfunctioning of

Software caused by hardware or network configuration or malfunctioning or by third party software or services. THIS WARRANTY DOES NOT APPLY TO SOFTWARE COVERED BY SECTION 4 OR 5 OF THIS EULA.

This warranty gives you specific legal rights. You may also have other rights that vary from state to state and country to country.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PE AND ITS LICENSORS AND LICENSORS' DISTRIBUTORS DISCLAIM ALL WARRANTIES WITH RESPECT TO ALL SOFTWARE AND SERVICES AND ALL THIRD-PARTY PRODUCTS OR SERVICES YOU MAY UTILIZE IN CONNECTION WITH SOFTWARE OR SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. IN PARTICULAR, PE DOES NOT REPRESENT THAT THE SOFTWARE OR SERVICES ARE ERROR FREE, WILL OPERATE IN AN UNINTERRUPTED MANNER, ARE COMPLETELY SECURE, OR WILL INTEROPERATE WITH THIRD PARTY SOFTWARE OR SERVICES.

10. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER PE NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTROLLED OR CONTROLLING ENTITIES, LICENSORS OR LICENSORS' DISTRIBUTORS (EACH, A "RELEASED PARTY"), WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS OR REVENUE, LOSS OF GOODWILL OR OTHER ECONOMIC ADVANTAGE, OR LOSS OF PRIVACY) ARISING OUT OF OR RELATED TO THIS EULA, EVEN IF PE OR A RELEASED PARTY HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

(b) NOTWITHSTANDING PARAGRAPH 9(a) ABOVE OR ANYTHING ELSE TO THE CONTRARY SET FORTH IN THIS EULA, IF YOUR CLAIMED DAMAGES ARISE FROM OR RELATE TO SOFTWARE OR SERVICES COVERED BY SECTION 4 OR 5 OF THIS EULA, THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING ANY APPLICABLE CONSUMER PROTECTION LAW OF A FOREIGN JURISDICTION), NEITHER PE NOR ANY RELEASED PARTY WILL HAVE ANY LIABILITY TO YOU OR ANY END USERS FOR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES, EVEN IF PE OR A RELEASED PARTY

HAS BEEN ADVISED OF, OR KNEW OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

(c) WITHOUT LIMITING THE SCOPE OR EFFECT OF SECTIONS 9(a) OR (b) ABOVE, IN NO EVENT WILL PE' AND THE RELEASED PARTIES' TOTAL LIABILITY WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS EULA, THE SOFTWARE OR THE SERVICES (INCLUDING CLAIMS OF NEGLIGENCE AND STRICT LIABILITY) EXCEED THE LOWER OF (i) THE AGGREGATE DIRECT DAMAGES ACTUALLY INCURRED BY YOU AND YOUR END USERS, OR (ii) 600 EUROS.

(d) SOME JURISDICTIONS LIMIT THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IF ANY PART OF THE EXCLUSIONS OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS EULA IS UNENFORCEABLE UNDER APPLICABLE LAW, PE' AND THE RELEASED PARTIES' AGGREGATE LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. TERM AND TERMINATION.

The term of this EULA will commence upon installation or use of the Software and continue indefinitely.

12. GENERAL PROVISIONS.

(a) Export Restrictions. You agree to comply with all applicable laws and regulations of governmental bodies and agencies related to use of the Software and Services and your performance under this EULA.

(b) Waiver. No delay or omission by either party to exercise any right or power arising upon the other party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

(c) Severability. If any provision of this EULA is declared to be unenforceable for any reason, the remainder of this EULA will continue in full force and effect, and the unenforceable provision will be deemed modified to the extent necessary to comply with the applicable requirements of law, while retaining to the maximum extent permitted by law its intended effect, scope and economic effect.

(e) Governing Law. The interpretation and performance of this EULA will be governed by the laws of Denmark, applicable to contracts executed in and performed entirely within Denmark but excluding any choice of law principles that would result in the application of the laws of another jurisdiction.

(f) Dispute Resolution. Any litigation arising under or related to this EULA will be brought only in Danish Courts. You hereby submit to the personal jurisdiction of these courts and waive all objections to placing venue exclusively before them. The prevailing party in any litigation arising under or related to this EULA, in addition to any other relief granted to it, will be entitled to recover from the losing party its reasonable attorneys' fees and costs incurred in connection with the litigation.

(h) Software and EULA Transfer. Except with respect to Software covered by Section 4 or 5, the initial licensee of the Software may make a one-time, permanent transfer of this EULA and the Software directly to an individual or a single entity. The transfer must include all of the Software (including all component parts and Documentation) and this EULA, and it may not occur by way of consignment or any other indirect transfer. The transferee of the one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this the Software. You may not otherwise transfer the Software or assign any of your rights or obligations under this EULA.

(i) Entire Agreement. This EULA, and product and service descriptions for Software and Services, all of which are accessible on the Web Site and incorporated by reference into this EULA as they may be amended from time to time, set forth the entire agreement between you and PE with respect to their subject matter, and they supersede all prior communications, understandings and agreements, as well as the terms and conditions set forth in or on any purchase order, acknowledgement form, check, or any other document or instrument you may issue to PE or transmit in connection with any payment for Software or Services.