

SOFTWARE SUBSCRIPTION AGREEMENT

V2.0__082026__EN

By placing a check in the “I Accept” box or otherwise indicating acceptance through an equivalent electronic method, the customer (“Customer”, “you” or “your”) acknowledges that they have read this software subscription agreement (the “Agreement”) and agree to be bound by its terms. The Customer agrees that this Agreement is the complete and exclusive statement of the agreement between the Customer and PFU (EMEA) Limited (“PFU”) and supersedes any proposal, prior agreement or other communication, whether oral or written, relating to its subject matter.

The Customer further agrees that, if PFU is required to take any legal or other action to enforce its rights under this Agreement, PFU is entitled to recover damages from the Customer, in addition to any other sums due, together with reasonable legal fees, costs and disbursements, in accordance with this Agreement.

This Agreement is effective as of the date the Customer places its order (the “Effective Date”) on the PaperStream Capture Pro website or through PFU’s authorised distribution channel. It is entered into by and between PFU, with its registered office at Belmont, Belmont Road, Uxbridge, Middlesex, England UB8 1HE and the Customer, located at the billing address provided in the applicable order.

1. Purpose of this Agreement

The purpose of this Agreement is to set out the general terms and conditions under which the Customer subscribes to and receives access to certain Software (including access to cloud-based software or cloud-based services, if applicable), as specified in Exhibit A (the ‘Service’), for a defined Subscription Term.

2. Commencement Procedures and Subscription Term

2.1 Delivery of the Service

Subject to the other terms and conditions of this Agreement, the Customer will receive access to the Service in accordance with the applicable order(s). PFU will send the Customer an e-mail notification once the Service is made available for electronic download and that date will be deemed the date of delivery of the Service to the Customer.

2.2 Subscription Term Structure

Subject to Section 4 (Fees and Payment Terms), the initial term of this Agreement begins on the Effective Date, provided that payment for the Customer’s selected subscription term has been made to PFU and PFU has provided access to the Service. The initial term continues for the remainder of the then-current subscription term (the ‘Initial Term’). After the Initial Term, the Customer must purchase and activate a separate renewal order to continue using the Service for an additional subscription term (the ‘Renewal Term’). The Initial Term and any Renewal Term together constitute the ‘Subscription Term’. The Customer’s current Subscription Term will be indicated in the e-mail notification from PFU through which the Software was made available for download.

3. Customer Communications

3.1 Purpose of Communications

PFU may contact the Customer in connection with the Service, including for operational notices, updates, service information and matters relevant to the Customer’s use of the Service.

3.2 Contact Details

The Customer must ensure that its contact details, including its e-mail address and any administrative contact information, remain accurate and up to date throughout the Subscription Term.

3.3 Privacy Statement

PFU (EMEA) LIMITED “The Data Controller” takes the protection of your privacy very seriously. We will only use your personal Information for the explicit specific purpose for which it was given and not share it with anyone else who is not acting on behalf of us without your permission.

Your personal information may be shared with our partners and agents “The Data Processors” for customer administration, sales, marketing and research for Products and services provided by PFU (EMEA) LIMITED. Your data will be protected both physically and electronically in accordance with The General Data Protection Regulation and only retained for as long as necessary.

For more details on how we process your personal information please view our [Privacy Policy](#).

4. Fees, Payment Terms, Evaluation and Additional Software Support

4.1 Fees (Direct Purchases)

The Customer must pay PFU the fees for the Service as set out in the applicable order(s) (the ‘Fees’). All Fees are non-refundable except as expressly provided in this Agreement. The Customer must pay all Fees in accordance with the payment terms specified in the applicable order(s). If the Customer fails to pay any Fees when due, PFU may suspend the Customer’s access to the Service until all outstanding Fees have been paid in full.

4.2 Fees, Suspension and Termination (Distribution Channel Purchases)

If the Customer acquires the Service through a Distribution Channel, the Customer must pay all applicable fees to the relevant reseller or distributor in accordance with the terms agreed with that reseller or distributor. PFU may suspend or terminate the Customer’s access to the Service if PFU does not receive the applicable fees from the reseller or distributor.

4.3 Evaluation Offerings

PFU may make certain evaluation or trial versions of the Service available to the Customer at no charge. Any such evaluation offering is provided solely for the Customer’s internal evaluation purposes and for the period specified by PFU. PFU may suspend or terminate any evaluation offering at any time.

4.4 Additional Software Support

PFU may provide additional software support or related services as described in the applicable order(s) or documentation. Any such additional support may be subject to separate terms or additional fees.

5. Expiration and Termination

5.1 Expiration of Service

Subject to this Agreement and the applicable EULA, the Customer will receive access to the Service only for the then-current Subscription Term. When the Subscription Term expires or terminates, the Customer will no longer have access to the Service, including any Add-On Features.

5.2 Termination by PFU

PFU may elect, at any time and for any reason, or as permitted under the applicable End User Licence Agreement (‘EULA’) set out in Exhibit B, not to renew this Agreement. PFU will provide the Customer with at least fourteen (14) days’ prior written notice before the end of the then-current Subscription Term.

5.3 Effect of Expiration or Termination

If the Subscription Term expires or terminates, the basic functionality of the Service (if available and applicable to the Software) may remain accessible to the Customer. The Customer's use of any such basic functionality will continue to be governed by the applicable EULA.

6. Taxes

PFU will report and pay all Taxes imposed by any governmental authority in connection with the Service, the Fees or any other charges payable under this Agreement, except for any Taxes that the Customer is required by law to report and pay.

The Customer must promptly reimburse PFU for any such Taxes paid by PFU, together with any penalties or interest attributable to the Customer's acts or omissions. This excludes:

- (a) Taxes on, or measured by, PFU's overall gross or net income or items of tax preference; and
- (b) for any Agreement relating to the Service, Taxes attributable to any period after the Service (if applicable) has been returned to PFU.

7. General Indemnity

7.1 Customer Indemnity

Without limiting the Customer's obligations under the applicable EULA, the Customer, to the extent permitted by law, will indemnify and hold harmless PFU, its parents, affiliates and assignees, from and against any and all Claims arising directly or indirectly out of or in connection with this Agreement or the Service, including the Customer's access, acceptance, rejection, subscription, maintenance or use of the Service (including any patent, trademark or copyright infringement), or PFU's enforcement of its rights under this Agreement.

7.2 Exclusion for PFU Conduct

The Customer will have no obligation to indemnify or defend PFU against any Claim arising solely as a result of PFU's gross negligence or wilful misconduct.

8. Disclaimers and Customer Waivers

8.1 Payment Obligations and Waiver of Defences

The Customer agrees that it has an absolute and unconditional obligation to pay all Fees and other amounts when due. The Customer waives any right of recoupment, cross-claim, counterclaim or any other defence at law or in equity to the payment of any Fees or other amounts due in connection with the Subscription for the Service, whether arising out of this Agreement, any claim by the Customer against PFU, PFU's parents, affiliates, assignees or providers, or otherwise.

8.2 Disclaimer of Warranties

To the maximum extent permitted by law, the Customer's Subscription for the Service is provided "as is", "as available" and "with all faults". Except as expressly set out in this Agreement and to the maximum extent permitted by law, PFU makes no representation, warranty, condition or guarantee, whether express or implied, statutory or otherwise, including with respect to the merchantability, reliability, timeliness, quality, suitability, availability, accuracy, fitness for any purpose (even if PFU has been advised of such purpose), completeness of the Service or any data, or non-infringement of third-party rights.

8.3 Additional Service-Related Disclaimers

Except as expressly set out in this Agreement or the applicable EULA and to the maximum extent permitted by law, PFU does not represent or warrant that:

- (a) the use of the Service will be secure, timely, uninterrupted or error-free, or operate in combination with any other hardware, software, system or data;
- (b) any stored or uploaded data will be or remain accurate or reliable;
- (c) the results obtained from use of the Service will be accurate, complete or useful;
- (d) the Service, or the quality of any products, services, information or other material obtained through the Service, will meet the Customer's or any end user's requirements or expectations, whether or not communicated to PFU;
- (e) errors or defects will be corrected; or
- (f) the Service, Partner Services or the server(s) that make the Service available are free of viruses or other harmful components.

8.4 Liability Reference

PFU's liability arising under or in connection with this Agreement or the Service will be determined in accordance with Section 9 of the EULA.

9. Customer Warranties

The Customer represents, warrants and covenants to PFU that:

- (a) it has the power and authority to enter into this Agreement;
- (b) this Agreement is a legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with its terms and does not violate or create a default under any instrument or agreement binding on the Customer;
- (c) there are no pending or threatened actions or proceedings before any court or administrative agency that could reasonably be expected to have a material adverse effect on the Customer or this Agreement, unless such actions have been disclosed to PFU and consented to in writing by PFU;
- (d) the Customer will comply in all material respects with all laws and regulations, the violation of which could have a material adverse effect on the Service or the Customer's performance of its obligations under this Agreement;
- (e) the Customer does not export, re-export or transfer any Software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without an appropriate export licence or other approval required by applicable laws, rules and regulations governing the export of goods and information applicable to the Service and/or the Software;
- (f) the Customer does not use the Service, Software, technology, technical data or technical assistance related thereto, or any products thereof, in the design, development or production of nuclear, missile, chemical or biological weapons, or transfer the same to a prohibited destination or to nationals of proscribed countries wherever located, without an appropriate licence or other approval required by applicable laws, rules and regulations applicable to the Service and/or the Software; and
- (g) the Customer is not an entity designated by the United Kingdom government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

10. Customer Default

Any of the following will constitute a default by the Customer ("Customer Default") under this Agreement:

10.1 Payment Default

The Customer fails to pay any Fees or any other amount payable to PFU under this Agreement within 10 days after the due date.

10.2 Financial Condition Default

Any change occurs in the Customer's financial condition that, in PFU's opinion, would have a material adverse effect on the Customer's ability to perform its obligations under this Agreement.

10.3 Insolvency and Related Proceedings

Any of the following occur:

- (a) the Customer becomes insolvent or fails generally to pay its debts as they become due;
- (b) a petition is filed, a notice is given, a resolution is passed or an order is made for or in connection with the winding up of the Customer; an application is made to court, or an order is made, for the appointment of an administrator; a notice of intention to appoint an administrator is given; an administrator is appointed; the holder of a qualifying floating charge becomes entitled to appoint, or appoints, an administrative receiver; a person becomes entitled to appoint a receiver over all or any of the Customer's assets, or a receiver is appointed;
- (c) any bankruptcy, reorganisation, arrangement of debt, insolvency or similar proceeding is filed by or against the Customer (and, if involuntary, is not dismissed within 60 days of filing); or
- (d) the Customer takes any action to authorise any of the foregoing.

11. Remedies

11.1 PFU Remedies on Customer Default

If a Customer Default occurs, PFU may, in its sole discretion, exercise one or more of the following remedies:

- (a) declare all amounts due to PFU to be immediately due and payable;
- (b) terminate this Agreement;
- (c) cancel or suspend access to the Service, or render the Service unusable, without demand or notice and without any court order or other process of law and any such action will not constitute a termination of this Agreement;
- (d) proceed by court action to enforce the Customer's performance of this Agreement and/or to recover all damages and expenses incurred by PFU as a result of the Customer Default;
- (e) terminate any other agreement that PFU may have with the Customer; or
- (f) exercise any other right or remedy available to PFU at law or in equity.

11.2 Costs of Enforcement

The Customer will pay PFU:

- (a) all costs and expenses incurred by PFU in enforcing any term, condition or provision of this Agreement (including reasonable legal fees and collection agency costs); and

- (b) all costs incurred by PFU in exercising any of its remedies under this Agreement (including reasonable legal fees).

12. Assignment

12.1 PFU's Right to Assign

PFU has the unqualified right to sell, assign, grant a security interest in or otherwise convey any part of its interest in this Agreement, in whole or in part, without prior notice to or the consent of the Customer.

12.2 Rights of an Assignee

If any interest in this Agreement is sold, assigned or otherwise conveyed, the Customer agrees that the purchaser, assignee or transferee ("Assignee") will:

- (a) have the same rights, powers and privileges that PFU has under this Agreement;
- (b) have the right to receive from the Customer all amounts due under this Agreement; and
- (c) not be required to perform any obligations of PFU, except to the extent expressly assumed in writing by the Assignee.

The Customer will execute such acknowledgements of any assignment as may reasonably be requested by PFU or the Assignee.

12.3 Waiver of Defences Against an Assignee

In any action brought by an Assignee to enforce PFU's rights under this Agreement, the Customer will not assert against the Assignee any set-off, defence or counterclaim that the Customer may have against PFU or any other person.

12.4 Customer Restrictions on Assignment

Unless otherwise specified by PFU and the Assignee, the Customer will continue to pay all amounts due under this Agreement to PFU. However, upon notification from PFU and the Assignee, the Customer will pay all such amounts to the Assignee when due and as directed in that notice.

The Customer may not assign, transfer, sell or pledge its rights, interests or obligations under this Agreement without PFU's prior written consent.

13. Survival

13.1 Customer Obligations

All representations, warranties and covenants made by the Customer under this Agreement will survive the cancellation or termination of this Agreement and will remain in full force and effect.

13.2 PFU Rights and Indemnities

All of PFU's rights, privileges and indemnities under this Agreement, to the extent fairly attributable to events or conditions occurring or existing on or before the expiration or termination of the Subscription, will survive such expiration or termination and will be enforceable by PFU and its successors and assigns.

14. Agreement to Arbitrate

14.1 Arbitration Requirement

If a dispute arises in connection with this Agreement and cannot be settled amicably, the parties' exclusive remedy will be binding arbitration under the Rules of the London Court of International Arbitration ("LCIA"), which are deemed incorporated into this Section. The number of arbitrators will be one, the seat (legal place) of arbitration will be London, the language of the arbitration will be English and the governing law of this Agreement will be the substantive law of England and Wales.

14.2 Appointment of the Arbitrator

The parties will seek to appoint an arbitrator with expertise relevant to the subject matter of the dispute. If the parties are unable to agree on an arbitrator, the LCIA will appoint one in accordance with its Rules.

14.3 Enforcement of Awards

Judgment on any award rendered in the arbitration may be entered in any court having jurisdiction.

15. Notices

15.1 Notices to PFU

All notices under this Agreement must be delivered personally or sent by electronic mail, registered mail or courier to:

PFU (EMEA) LIMITED
Attn: Legal
Belmont
Belmont Road
Uxbridge
Middlesex
England
UB8 1HE

or submitted via <https://www.pfu-emea.rioh.com/en-gb/general-contact/>

15.2 Notices to the Customer

All notices under this Agreement must be delivered personally or sent by electronic mail, registered mail or courier to the address (or email address) provided by the Customer to PFU in the order placed on the Site or in the applicable order made through PFU's authorised Distribution Channel.

15.3 Deemed Receipt

Any notice delivered under this Agreement will be deemed received and properly served:

- (a) at the time it is left at the proper address, if delivered by courier;
- (b) 24 hours after an email is sent; or
- (c) on the second working day after posting, if sent by registered mail.

15.4 Proof of Service

In proving service of any notice, it is sufficient to show:

- (a) in the case of a letter, that it was properly addressed, stamped and placed in the post to the address given for these purposes; and

(b) in the case of an email, that it was sent to the email address given for these purposes.

16. Miscellaneous

16.1 Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims), will be governed by and construed in accordance with the substantive laws of England and Wales, without regard to conflict-of-laws principles. If the Agreement to Arbitrate in Section 14 is found not to apply to the Customer or to a particular dispute or claim, the courts of England and Wales will have exclusive jurisdiction to settle any such dispute or claim.

16.2 Credit Review

The Customer consents to a reasonable credit review by PFU in connection with the subscription to the Service.

16.3 Captions and References

Captions in this Agreement are for convenience only and do not affect its interpretation. References to Sections and Exhibits are to Sections of and Exhibits to, this Agreement unless otherwise stated.

16.4 Entire Agreement; Amendments

This Agreement and the Terms of Sale (if applicable), executed by both PFU and the Customer, constitute the entire agreement between the parties relating to the subscription for the Service and supersede all prior agreements relating to it, whether written or oral. This Agreement may only be amended or modified in writing and signed by both parties. In the event of a conflict between this Agreement and the Terms of Sale, this Agreement will prevail. In the event of a conflict between this Agreement and the applicable EULA, the EULA will prevail.

16.5 No Waiver

Any failure by PFU to require strict performance by the Customer, or any written waiver by PFU of any provision of this Agreement, does not constitute a waiver of any other breach of the same or any other provision.

16.6 Invalidity

If any provision of this Agreement is prohibited, invalid, illegal or unenforceable under applicable law, it will be ineffective only to the extent of such prohibition, invalidity, illegality or unenforceability, without invalidating the remaining provisions. If a provision (or part of a provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if modified, it will apply with such modification as necessary to make it legal, valid and enforceable. In such circumstances, the parties will negotiate in good faith to agree a mutually acceptable alternative provision.

16.7 Counterparts

This Agreement may be executed in counterparts, which together will constitute one document.

16.8 PFU Reliance

PFU may act in reliance upon any instruction, instrument or signature reasonably believed by PFU in good faith to be genuine. PFU may assume that any employee of the Customer who executes any document or gives any written notice, request or instruction has the authority to do so.

16.9 Force Majeure

Neither party will be liable for damages or have the right to terminate this Agreement for any delay or default in performance caused by conditions beyond its reasonable control, including acts of God, government restrictions, wars, insurrections, pandemics or epidemics, natural disasters (including earthquakes, hurricanes or floods), or any other cause beyond the reasonable control of the affected party.

16.10 Third-Party Rights

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

17. Document Production Notice

This document was produced by humans with the assistance of AI. The use of such tools does not alter the meaning, intent or effect of the original content. In the event of any discrepancy between versions in different languages, the English language version will prevail.

18. Definitions

TERM	DEFINITION
Agreement	This software subscription agreement between PFU and the Customer, including its Exhibits and any orders placed by the Customer for the Service.
Assignee	Any purchaser, transferee or other successor to PFU's rights under the Agreement to whom PFU has sold, assigned or otherwise conveyed its interest, in whole or in part.
Claims	All claims, actions, suits, proceedings, costs, expenses (including court costs, witness fees and reasonable legal fees), damages, obligations, judgments, penalties, fines, injuries, liabilities and losses, including claims based on strict liability.
Customer	The individual or entity identified in the applicable order as the customer of the Service.
Customer Default	Any event described in Sections 10.1 to 10.3, including non-payment, adverse financial condition, or insolvency-related events.
Distribution Channel	PFU's authorised resellers, distributors or other partners permitted by PFU to sell PFU's products and services in the United Kingdom.
End User Licence Agreement / EULA	The end user licence agreement applicable to the Software, as set out in Exhibit B or otherwise provided by PFU.
Evaluation Offerings	Any evaluation, trial, beta or other non-production versions of the Service made available by PFU to the Customer at no charge for a limited period and solely for internal evaluation.
Fees	The fees payable by the Customer for the Service, as specified in the applicable order.
Initial Term	The initial subscription period beginning on the Effective Date and continuing for the duration of the Customer's selected subscription term, as specified in the applicable order.
PFU	PFU (EMEA) Limited, with its registered office at Belmont, Belmont Road, Uxbridge, Middlesex, England UB8 1HE.
Renewal Term	Any additional subscription period purchased by the Customer following the Initial Term.
Subscription Term	The combined duration of the Initial Term and any Renewal Term.
Service	The Software and any related cloud-based services or features made available to the Customer under the Agreement, as described in Exhibit A.
Software	Cloud-based software or cloud-based services and any copies of computer software programs owned or licensed by PFU, regardless of the medium on which they are provided.

Site	https://www.paperstreamcapturepro.com/
Taxes	All taxes, duties, levies, assessments, charges, fees and withholdings imposed by any governmental authority in connection with the Agreement or the Service (including value added tax, sales taxes, use taxes, excise taxes and stamp duties), other than taxes measured by PFU's income.
Terms of Sale	The terms governing the sale of PFU products through the Site or as set out in a separate order form, where applicable.

EXHIBIT A

SOFTWARE SUBSCRIPTION AND ADD-ON FEATURES

Software Subscription:

- PaperStream Capture Pro
- PaperStream Capture Pro Premium

Add-On Features:

- N/A

EXHIBIT B

END USER LICENCE AGREEMENT

The End User Licence Agreement applicable to the Software is available at the following location:

<https://www.paperstreamcapturepro.com/en-gb/end-user-license-agreement/>