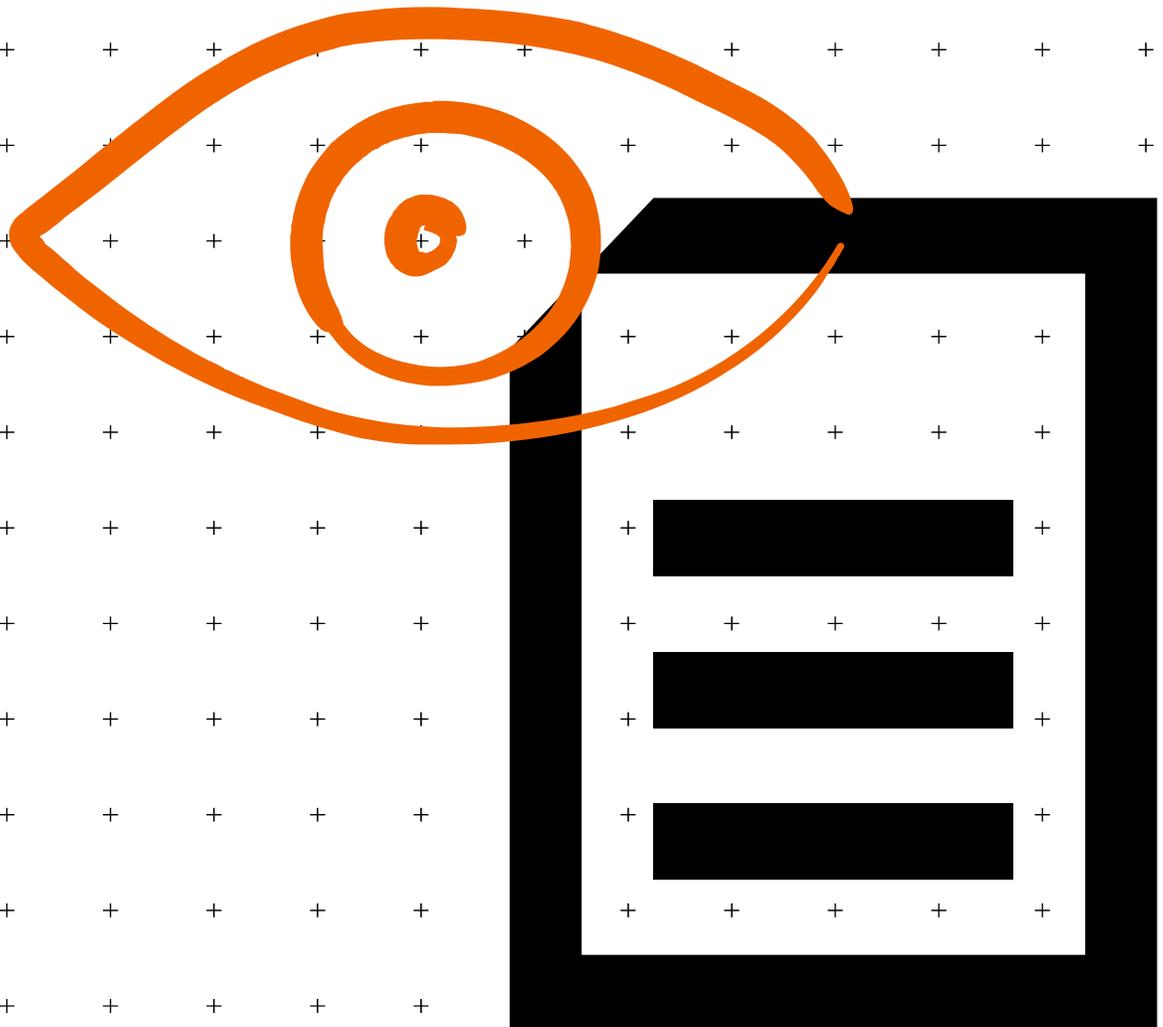




# KYOCERA CLOUD CAPTURE

## End User License Agreement

Last modified: March 2025



## End User License Agreement

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We may update this Statement from time to time.



# End User License Agreement

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#### **5. Collection of personal data**

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#### **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, lost profits, business, revenue, goodwill, or anticipated saving; or
- iii. loss of privacy.

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.



**KYOCERA Document Solutions Europe B.V.**

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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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