



## Limited License Agreement for the PaperCut Multiverse Connector

Last updated: 27 January 2021

IMPORTANT: This license is a legal agreement between you and PaperCut Software International Pty Ltd for the PaperCut Multiverse connector software (the "Software"). You should read this license carefully before completing the installation and using the Software. By installing or using the Software, you agree to be bound by these terms. If you aren't happy to agree to these terms, then please do not install or use the Software.

- 1. This is a license for you to use the Software, which will allow the company which helps to manage your printing (your "Provider") to remotely access and manage your print management environment. When we say "you" we mean you as the person accepting these terms as well as the organization on whose behalf you are accepting them.

  Obligations within these terms fall upon the organization, and upon you to the extent you are carrying them out on behalf of the organization. When we say "we" we mean PaperCut Software International Pty Ltd, the company that owns the Software.
- 2. From the point that you accept these license terms, we grant you a limited, revocable, non-exclusive license to install the Software subject to the terms of this license agreement. You can install the Software for the purposes of allowing your Provider to monitor and manage your PaperCut MF/NG experience. You or we can terminate the license at any time, at which point you'll need to cease all use of the Software and uninstall it from any devices you installed it on.
- 3. You agree that our systems may from time to time automatically update the Software to a newer version. This may involve the automated collection of system information. You agree to receive these automatic updates without any additional notice. If an update is required to ensure that the Software continues to operate safely and correctly with the PaperCut Multiverse service, any failure to update could result in a loss of access to the PaperCut Multiverse service for you and/or your Provider.
- 4. For some operating systems, you may be asked to download a separate piece of software to help the Software work properly. If this is the case, different license terms will apply to that separate software, such as someone else's license or an open source license. If that software is open source, you may choose not to download it if you wish, and the applicable license terms will be available within the source code or download bundle containing the open source software.
- 5. The Software, the data it generates and the way it works remains our confidential information, except to the extent the information is made public by us. You must keep our confidential information secret and secure.





- 6. You must not copy, sell, alter, reverse engineer or otherwise deal with the Software in any kind of malicious or dishonest way. You must not remove our brand from the Software or use the Software to develop similar products to the Software. If you want to do anything other than just use the Software for the purpose identified in clause 2, you'll need to get our permission first.
- 7. The Software is licensed to you, but ownership remains with us. Any **new** data which the Software generates will also be owned by us (not including data that contains the intellectual property of you or any third party), but we license this to you to the extent you need it to properly use the Software.
- 8. **Data and Security**: The Software allows your Provider to remotely connect to your locally installed PaperCut software and to access information about your system that they wouldn't otherwise be able to see. This information will be collected and interpreted to assist them with remote monitoring of PaperCut MF/NG. Product usage summary data will also be collected so that the Provider can provide advice on further improving your users' printing experience. Some of this information will also be made available to PaperCut so that we can facilitate your Provider's access.

This information includes:

- the name of your organization;
- the public IP address of the server where the connector is installed;
- PaperCut product health information;
- information about the architecture and health of your printing infrastructure;
- details about devices under management by PaperCut MF/NG, such as model, counter information and supply levels;
- the IP addresses and/or serial numbers of devices if you have granted access;
- information about your PaperCut license, including licensed organization name, Customer Reference Number, M&S expiry date, and license configuration;
- information about PaperCut product usage, such as features enabled, version, and print volumes; and
- additional data supplied by your Provider such as your industry, location, or free-form notes.

Importantly, PaperCut Multiverse does not automatically collect any sensitive end-user information such as document names or contents, print jobs (spool files), print job metadata, user identity or user location, unless this information is manually entered into the PaperCut Multiverse system by a PaperCut Multiverse user. The PaperCut Multiverse Terms of Use prohibit your Provider from entering such information into the system without your permission, however if you have concerns about manual data entry into the system then we recommend that you discuss these with your Provider.

You can find out more about the way PaperCut Multiverse handles data in our separate paper: <u>PaperCut Multiverse</u> - <u>protecting your data and privacy.</u>

9. **Privacy**: We won't typically need (or be able) to access personal information beyond that which you've directly given us as part of the signup process for your original PaperCut





software, but given that different countries' laws might define "personal information" quite broadly, it is technically possible for us to receive personal information as a result of you and your Provider using PaperCut Multiverse. For example:

- if your organization name includes personal information (like "Bob Smith's plumbing");
- if the IP address of the PaperCut MF/NG application server is personal information (which it may technically be, in some cases); or
- if your Provider manually inputs personal information into the PaperCut Multiverse system (as discussed in clause 8 above).

Any personal information we do have access to will be treated in accordance with our <u>Privacy Policy</u>. By accepting these terms you warrant that you won't share any personal information with us, or ask your Provider to share any personal information with us, without first getting the permission of the person whose information you are sharing. If you want to understand more about this then we recommend that you talk to us - contact <u>privacy@papercut.com</u> any time!

- 10. **Warranty disclaimer**: By agreeing to these terms, you accept the Software "as is". To the maximum extent permitted by law, you accept that we make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability or completeness of the Software, or that (a) the Software will be secure, uninterrupted or error-free; (b) the Software will operate in combination with any other hardware, software, system, or data; or (c) the software is free of viruses or other harmful components.
- 11. **Limitation of Liability**: To the maximum extent permitted by law, we will not be liable for any costs of substitute products or services, or for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of profits, business interruption, or loss of business information) arising out of this agreement, your use of the Software or any other aspect of our services. In any case, our liability for damage related to your use of the Software or under any aspect of this agreement is limited to (i) the amount paid by you for the particular instance of the Software that caused that damage; or (ii) \$100, whichever is the greater.

## 12. **Governing Law**:

**USA**: If You are resident, domiciled or incorporated in the USA, this Agreement will be governed by the laws of the State of Oregon, USA, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts in the State of Oregon. You hereby agree any claims will be brought exclusively in the federal or state courts located in Oregon and the parties hereby irrevocably consent to the personal jurisdiction and venue of the courts located in Oregon for the purpose of litigating any and all such claims.

**United Kingdom**: If You are resident, domiciled or incorporated in the United Kingdom, this Agreement will be governed by the court of England and Wales, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts of England and Wales. You hereby agree any claims will be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules and the





parties hereby irrevocably consent to the personal jurisdiction and venue of the courts located in England for the purpose of litigating any and all such claims.

**Rest of the world**: In all other cases, this Agreement will be governed by the laws of the State of Victoria, Australia, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts in the State of Victoria, Australia.