



ELO Digital Office AU/NZ License and Usage Terms  
END USER LICENSE AGREEMENT (EULA) for  
software products of ELO Digital Office AU/NZ  
For version: ELOprofessional / ELOenterprise

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**IMPORTANT:** Please read through the terms and conditions of this License Agreement carefully **before** continuing with the installation of the program.

## A: Provisions on validity

### 1. Scope

The ELO Digital Office AU/NZ End User License Agreement (EULA) is a legally valid contract between the end customer (either a natural or a legal person) and ELO Digital Office AU/NZ for the software products and any associated software components, media, printed materials and online or electronic documentation. By installing, copying or otherwise using the software product, you agree to be bound by the terms of this End User License Agreement. This License Agreement is the entire agreement concerning the use of the software programs between you and ELO Digital Office AU/NZ (hereafter referred to as "Licensor"). If you do not agree with the terms and conditions of this EULA, do not install or use the software product.

The software product is protected by copyright laws and international copyright agreements as well as other laws concerning intellectual property and agreements. The software product is provided solely upon payment of a licensing fee, unless permission is granted otherwise in writing.

These license and usage terms shall apply to all contractual relationships and pre-contractual negotiations with our customers, regardless of the type and scope of services provided in the context of currently existing and/or future business relations.

ELO Digital Office, the ELO logo, elo.com, ELOoffice, ELOprofessional, and ELOenterprise are trademarks of ELO Digital Office GmbH in Germany and/or other countries.

ELO Digital Office AU/NZ provides all information with great care and according to the currently applicable state of the technology and provides for its regular updating.

## 2. Exclusivity

The provisions of the license and usage terms of ELO Digital Office AU/NZ shall apply exclusively. Conflicting provisions shall be valid only if expressly agreed to in writing by ELO Digital Office AU/NZ. If you do not agree with this, notify ELO Digital Office AU/NZ of this promptly in writing. In this case, we reserve the right to withdraw our proposals without the customer being able to assert any claims against us on this basis. We herewith expressly object to any standard references in customers' terms and conditions regarding their validity.

## 3. Conclusion of agreement and written form

We never enter into a contractual obligation until the type and scope of the service and the consideration have been mutually agreed to in writing between ELO Digital Office AU/NZ and the customer. Any verbal agreements or additions concluded at a later stage shall only become valid if and when these are confirmed in writing. The same shall apply to all declarations of intent, in particular complaints, reminders and notifications of defects based on the contractual relationships. Both contractual parties reserve the right to impose contractual penalties in writing. This clause can only be annulled by an explicit written agreement to this effect.

### B: Provision of software

#### 1. Granting of license and scope of use

In its capacity as holder of rights, ELO Digital Office AU/NZ shall transfer to the customer the non-exclusive, non-transferable right of use to the software and the documentation material specified in the order and/or invoice for an unlimited period.

In return for the agreed remuneration, end customers receive a simple (non-exclusive) right to use the transferred software products during the agreed period. End customers have the right to make a reasonable number of backup copies of the software products. Copyrights and other intellectual property rights within the transferred software must not be removed or altered.

When active licenses are purchased, ELO Digital Office AU/NZ awards each Licensee a reasonable number of test and development licenses that can be used free of charge. An additional license number is required prior to installation.

Any use of the transferred software by the end customer beyond the agreed extent, especially use of the software in more than the agreed quantity, constitutes a breach of agreement. In this event, the end customer is obliged to communicate the overuse immediately and to reach an agreement on further licensing with appropriate remuneration. Regular audits may be agreed to check for overuse.

## 2. Intended use by an ELO user

2.1. ELO Digital Office AU/NZ grants you the right to install the software products and to use them in accordance with their intended use and the provisions of the agreement. Usage of the software products in compliance with the intended use and the provisions of the agreement is defined as:

Use of ELO programs generally includes: entering data to the program from a stationary or mobile end device, transferring data from temporary or permanent storage mediums on the hardware to the program in order to process the data, or producing a copy in machine-readable format for backup purposes. Program performance as well as all other specific program characteristics are defined only by the official manufacturer documentation, such as the manuals belonging to each program.

2.2 The customer has the right to use the software on as many locally networked resources as the customer has paid licensing fees. Resources include, in particular, a software application, a batch processor, a file or a workstation. Networked resources also include networked home workstations, portable computers temporarily connected to the network, as well as remote workstations. No additional license is required when these resources are used in the network in place of a locally connected resource. If the agreed intended use is exceeded, then error-free operation cannot be guaranteed. This is calculated based on the number of licenses listed on the applicable invoice and of necessary individual agreements concluded.

2.3 An ELO user must possess a license when a person who is legally associated with the company is stored in the company's central user management with a separate profile (example: MS AD, LDAP) and initiates, invokes, or causes functions to be run directly or indirectly in ELO.

2.4 Read access is always free of charge, unless it is not possible or permissible until after acquisition and installation of specific technology. To this end, the Windows and Java Clients allow read access free of charge; in other cases, however, a purchased component must be acquired and installed (such as in the case of ELO Web Client, ELO IX Access, etc.). If these purchased modules

require a service user, one user license shall be supplied free of charge for each module. All other actions, particularly via ELO DMS Desktop and its components (ELO Client for Microsoft Outlook, ELO Clients for Microsoft Word, Excel and PowerPoint, ELO File System Client) and other/future solutions, record a write action on the ELO server for every logon and do not grant the user free read access.

- 2.5 Read access is understood as simply displaying and searching for documents or metainformation within the (ELO) system. All other actions within this system are considered write actions and therefore require a license. It is important to remember that a single action in ELO can trigger more than one write action. Accordingly, the transfer of system information to third-party systems as well as OCR write actions (e.g. transferring data to index fields with click OCR) is subject to charges.

The following operations are not considered write/active actions, and are therefore considered read/passive actions. (This list is neither complete nor conclusive):

- Password entry as well as password changes
- Printing within the ELO system
- Sending documents within the ELO system
- Placing or removing documents on/from the Clipboard
- Showing documents (opening for viewing)
- Adjusting the display/views in the full client
- Saving favourite searches
- All administrative actions that the user initiates while using the system
- OCR actions by users with read-only access

For service users that are created during server or interface processes, for example, a user is included for each purchase of the particular component that may and should be used for this service user.

- 2.6 If more than 20 of these qualified write operations occur within a reporting period of 6 months, this user will be shown in the report as a user with full write access, which requires a purchased license.
- 2.7 Multiple sign-on's from the same workstation with different ELO client technology (e.g. Windows and Java Client, ELO Web Client; ELO Client for Microsoft Outlook, ELO Clients for Microsoft Word, Excel and PowerPoint, ELO File System Client; ELO for Mobile Devices) with the same user logon is regarded as one access and is not prevented. However, the use of one user name by multiple individuals is not permissible (e.g. a technical user that files documents to ELO on behalf of multiple users).

- 2.8 All ELO clients and modules have an identifier and identify themselves during logon, which makes differentiation and identification, for example, of the respective user, the modules used, login/logout times, IP addresses or host names in a license and system report possible. If there are insufficient licenses, a message archived in the ELO system is sent to all administrators to where users are counted that are logged onto the system with the "Edit user data" right.
- 2.9 For technical reasons, it is not possible to operate older and newer versions simultaneously under different license conditions. New product versions operate in modern system environments and come with license terms that reflect current requirements. When a new version is purchased, the license terms are updated accordingly. This means that the license terms at the point of purchase and after installation are valid.
- 2.10 The area of use, performance and all other specific program properties shall be defined exclusively in the manuals enclosed with the program. Any other warranted characteristics must be explicitly identified as such and agreed to in writing.
- 2.11 ELO reserves the right to modify or make additions to the license terms at any time. Such modifications can arise due to
- upgrades, updates and modifications to the ELO software,
  - necessary phasing out or new versions of the ELO software,
  - necessary modifications to the license model,
  - changes in law or
  - any other justifiable reasons.

ELO shall notify the end customer of modifications to the license agreement in writing or by electronic means. If the customer does or does not expressly object to these license terms in writing or by e-mail within a 14-day period, the modifications will be deemed as accepted.

3. License report, automated data retrieval, license audit
- 3.1. A license report is intended to verify how ELO products are used at the company of the Licensee and whether the actual use of the products corresponds to the installed versions, editions, options, hardware, processors and user numbers (license and usage data) for the license agreements valid at the time of purchase.
- 3.2. Under the terms of this license agreement, the Licensor is entitled to conduct license audits. These generally take the form of automatic license reports. The current license and usage data is automatically transmitted as part of regular status reports that the ELO system usually generates once a calendar month.

- 3.3. Furthermore, the Licensor is authorized, at the Licensor's cost and no more than once every twelve (12) months, to certify the use of the programs by the Licensee or by a certified and authorized ELO Business Partner or to have it audited. In particular, the Licensor has the right to gather proof of compliance with the license volume according to this agreement or request it from the Licensee. The Licensee is obliged to cooperate in the audit as defined above.
  - 3.4. The ELO Business Partner or Licensor must announce this audit 30 days in advance in writing. The audit may only take place during the Licensee's regular business hours. The Licensee will cooperate in the Licensor's audit, support the technical staff to an appropriate degree and ensure access to information. The audit shall not unreasonably interfere with the Licensee's business activities.
  - 3.5. In either case, the Licensee is obliged, upon written request, to pay possible costs arising for use of programs not covered by license rights. If the Licensee fails to provide payment, the ELO Business Partner or the Licensor has the right to terminate the technical support provided to the Licensee, associated licenses and/or this agreement. The Licensee agrees that the Licensor or the ELO Business Partner will not be held responsible for costs that arise from assisting during the audit.
4. Third-party rights

ELO Digital Office AU/NZ shall exempt the customer from all claims asserted against the customer in connection with the use of the software as a result of a breach of copyrights, patents or other intellectual property rights, provided that:

- the customer informs ELO Digital Office AU/NZ promptly of any and all accusations of breaches made against the customer;
- the customer does not acknowledge any such claims without ELO Digital Office AU/NZ's consent;
- the customer allows ELO Digital Office AU/NZ to carry out all negotiations and proceedings involved and provides ELO Digital Office AU/NZ with the necessary support to do so, whereby all costs incurred in the negotiations and proceedings shall be borne by ELO Digital Office AU/NZ.

The aforementioned obligation shall not apply if the violation of copyrights, patents or other rights results from the use of the software or parts thereof on devices or programs that have not been supplied by ELO Digital Office AU/NZ and the combined use of which has not been approved by ELO Digital Office AU/NZ.

The above provisions govern the entire liability of ELO Digital Office AU/NZ in conjunction with the violation of copyright, patent rights or other intellectual property rights.



In case of claims already asserted or to be expected due to a breach of copyrights, patents or other intellectual property rights, ELO Digital Office AU/NZ shall have the right to change or replace the devices or programs at its own expense in order to prevent the breach. The effectiveness of the software system supplied by ELO Digital Office AU/NZ must not be reduced by this.

If the use of the software or parts thereof is prohibited by court order or if in ELO Digital Office AU/NZ's opinion there is an impending threat of action because of a breach of intellectual property rights, ELO Digital Office AU/NZ may choose to take either of the following actions at its own expense, to the exclusion of all other rights of the customer:

- change the programs in such a way that no violation of property rights is caused;
- obtain the right for the customer to continue to use the systems;
- replace the programs affected with programs by which no industrial property rights are breached and which either comply with the customer's requirements or are of equal value to the programs replaced;
- take back the programs or parts thereof and reimburse the customer for the purchase price (or part thereof, where applicable) minus an appropriate amount for use and depreciation, taking into account the damage incurred by the customer through this.

#### 5. Ownership, copyrights and source code

The customer acquires ownership of a particular program copy including the associated program documentation.

ELO Digital Office AU/NZ shall remain the holder of all copyrights and rights of use to the programs provided to the customer, including the associated documentation material, even if the customer modifies these programs or materials or if he combines them with the customer's own programs and/or those of third parties. The customer must apply an appropriate copyright notice if the customer makes such modifications or combinations or if the customer produces any copies.

Changes and extensions to the program code made at the customer's request and at the customer's expense shall become the property of ELO Digital Office AU/NZ and may be made available to other customers with the customer's consent. The rights of use to the program enhancements shall be assigned to ELO Digital Office AU/NZ. ELO Digital Office AU/NZ herewith accepts this assignment.

Changes to the program code by the customer shall only be permissible with the prior written consent of ELO Digital Office AU/NZ. This consent may not be withheld without good cause. ELO Digital Office AU/NZ shall



be supplied with a copy of the change on a data medium or in printed form together with all the necessary information in case of such changes. Use of the changed program version requires the customer's consent.

If programs modified by the customer or third parties or other programs not supplied by ELO Digital Office AU/NZ are used and if this impairs the functioning of the system, ELO Digital Office AU/NZ shall not be liable for the damages incurred.

ELO Digital Office AU/NZ will not release source code without prior written agreement on the type and scope and shall also request additional remuneration for releasing the source code.

## 6. Product names, notices on property rights and copyright

All titles, including those not subject to copyright law, in and to the software product and all copies thereof belong to ELO Digital Office AU/NZ or its suppliers. All rights not expressly granted are reserved to ELO Digital Office AU/NZ. The software products of ELO Digital Office AU/NZ are sold exclusively under the copyright product names and in the original configuration; the intellectual property rights and copyright notices and other identifiers and proprietary notices must be observed and may not be removed or modified.

The programs and documentation materials provided to the customer may not be made available, either in part or in full, to third parties inciting them to potential misuse.

The customer must ensure that all programs, documentation and operating documents and program-specific knowledge are kept secret vis-à-vis third parties. This also includes documents which have been made available to the customer for the purpose of performance of this agreement, but not advertising brochures and their content. The customer must obligate his/her employees to maintain the same level of secrecy. This secrecy obligation shall also apply after the agreement has ended, even if the contractual relationship has been terminated prematurely for whatever reason. In addition to this, the secrecy obligation also includes a prohibition to publish parts of materials or quotations. Circumventing the secrecy obligation shall only be allowed with the prior written consent of ELO Digital Office AU/NZ.

The customer undertakes to reimburse ELO Digital Office AU/NZ for any damages incurred as a result of a breach of the aforementioned provisions, if caused by gross negligence, to a maximum amount of the license price, except in cases of deliberate intent.

## 7. Fundamental obligations

As a condition of use of the software, you may not use the software for any purpose that is unlawful or prohibited by these terms of use and notices. Furthermore, the user may not use the software in any illegal or immoral manner and is obliged to respect laws and the rights of third

parties, in particular those of ELO. The user must also ensure that use of the software does not violate any statutory provisions, or infringe the property or privacy rights of any third parties, in particular brand, company and copyrights. Without prejudice to any other rights, ELO reserves the right to terminate this license agreement if a violation occurs.

#### 8. Severability clause

In the event that a provision of this agreement or separate agreements that have been concluded should be wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid provision will be replaced by another that most closely matches the commercial intent of the invalid provision.

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