



Terms and Conditions

for the ScanPro Windows Application

These Terms and Conditions (“Terms”) govern the use of the ScanPro Windows application (“Software”) and related services provided by **e-ImageData Corporation** (“Company”). By installing, accessing, or using the Software, you (“User”) agree to comply with these Terms.

1. Eligibility

The Software is intended for use only in connection with authorized ScanPro microfilm scanners. By using the Software, User represents and warrants that they are legally permitted to enter into this agreement.

2. License and Use

2.1 The Software is licensed under the End User License Agreement (EULA), which is incorporated herein by reference. These Terms supplement, and do not replace, the EULA.

2.2 The User must comply with both the EULA and these Terms. In the event of a conflict, the EULA shall control with respect to licensing matters, and these Terms shall control with respect to general use and services.

3. Services and Updates

3.1 The Company may provide updates, patches, or enhancements (“Updates”) to improve functionality. Updates may be provided automatically or require manual installation.

3.2 Support services, if any, are provided in accordance with the User’s warranty, service plan, or separate written agreement with the Company.

4. Payment and Fees

4.1 Use of the Software itself does not require separate fees beyond those paid for the Hardware or applicable service plans, unless otherwise specified.

4.2 Optional services, including software feature memberships, extended warranties, or maintenance agreements, may be subject to additional fees as specified by the Company.

5. Data and Privacy

5.1 The Software does not transmit personal data to the Company.

5.2 Scanned images and related files remain under the User’s control and are stored locally or on a network drive chosen by the User. The Company does not access or retain scanned content.

5.3 The Hardware may record usage information (such as scan counts) to facilitate support, maintenance, and warranty administration.

6. Intellectual Property

The Software, documentation, and all related materials remain the intellectual property of the Company. Nothing in these Terms conveys ownership to the User.

7. Disclaimers

Except as expressly provided in a separate written warranty for the Hardware, the Software and related services are provided “as is” and without warranties of any kind, either express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

8. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profits, data, or business opportunities, arising out of or relating to the use of the Software or related services. The Company’s liability shall not exceed the amounts paid by the User, if any, for the Software license or related services.

9. Termination

The Company may suspend or terminate User’s rights under these Terms if User fails to comply with the EULA or these Terms. Upon termination, User must cease using the Software and destroy all copies in their possession.

10. Governing Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin, United States of America, without regard to conflict of law principles. Any dispute shall be resolved exclusively in the state or federal courts located in Washington County, Wisconsin.

11. Amendments

The Company reserves the right to update or modify these Terms at any time by posting an updated version on its website or including revised terms in a Software update. Continued use of the Software constitutes acceptance of the updated Terms.
