

PRINTROVER® CLOUD™ SUBSCRIPTION SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY.

THIS SUBSCRIPTION SERVICES AGREEMENT (“SSA”) IS BETWEEN THINXTREAM TECHNOLOGIES PTE. LTD., A COMPANY REGISTERED IN SINGAPORE WITH ITS OFFICE AT 49 AMOY STREET, SINGAPORE 069875 (THE “COMPANY”) AND THE PERSON WHO ACCEPTS THIS OFFERING (THE “CUSTOMER”). THIS SSA GIVES A CUSTOMER & ITS USERS THE RIGHT TO ACCESS AND USE PRINTROVER CLOUD SERVICES (“SERVICES”) PURCHASED FROM THE COMPANY OR ITS RESELLERS, AND/OR AGENTS (“VENDORS”) PURSUANT TO A PURCHASE AGREEMENT, CONTRACT, SALES ORDER, INVOICE OR SIMILAR DOCUMENT (“PURCHASE CONTRACT”). THE COMPANY IS WILLING TO GRANT THE CUSTOMER & ITS USERS, THE RIGHT TO ACCESS AND USE THE COMPANY’S SERVICES ONLY IF THE CUSTOMER ACCEPTS ALL OF THE TERMS OF THIS SSA, AND PAYS OR HAS PAID THE COMPANY OR ITS VENDORS, THE FULL PURCHASE PRICE (INCLUDING ALL APPLICABLE TAXES AND FEES) FOR USE OF THE SERVICES PURCHASED.

By using the Services, the Customer agrees to be bound by the terms of this SSA. In case the Customer is a body corporate, the person agreeing to the terms of this SSA represents that he/she is an employee or affiliated with the body corporate and authorized to act on its behalf. If the Customer does not agree and therefore does not accept the terms of this SSA, the Customer is not entitled to use any part of the Services and the Customer must stop accessing the Services from its Users’ computers/devices.

1. Definitions:

“**Cloud Services**” refers to the functionality on the cloud offered by the Company as part of the Services, which is accessed by the User’s computer/device in conjunction with the Product and subject to the terms and conditions of this SSA, as described in Supplement-I of this SSA.

“**Device Data**” means the details about the User’s computers/device collected by the Company to activate & provide access to the Customer’s Initial Subscription or Renewal Subscription to the Company’s Services.

“**Documentation**” means any technical or other specifications or documentation that the Company may provide to the Customer or Users for use in connection with the Product & Services.

“**Initial Subscription**” refers to the purchase/supply of the Services for the Trial Subscription Period by the Customer at the time of trial purchase of the Services.

“**Person**” means and includes any individual, or any entity incorporated under the laws of any State.

“**Pre-requisite Hardware**” means third-party devices of the appropriate specifications, as indicated in the applicable Documentation, which are required to be procured and commissioned by the Customer and its Users to run the Product or run/access the Services.

“**Pre-requisite Services**” means services provided by third-parties, as indicated in the applicable Documentation, which may be needed by the Customer and its Users to download and use the Company’s Product and run/access the Company’s Services (for example broadband services, cellular network services, etc.)

“Pre-requisite Software” means software owned or controlled by the Company or third-parties, or in the open source, as indicated in the applicable Documentation, which may be licensed and installed by the Customer and its Users to use the Product and run/access the Services.

“Product” means one or more software programs that interact with the Services, developed by the Company for different computers/devices, and downloaded by the User.

“Registration Data” means the identification details requested by the Company and provided by the (i) Customer to activate the Initial Subscription or Renewal Subscription to the Company’s Services, and (ii) Users to activate & provide access to the Customer’s Initial Subscription or Renewal Subscription to the Company’s Services.

“Renewal Subscription” refers to the purchase of Services for one or more Subscription Period(s) by the Customer at the end of the Initial Subscription.

“Services” means any or all of the services offered by the Company under this SSA. It includes Cloud Services and Support Services, and subject to the terms and conditions of this SSA.

“Subscription Fee” means the fee paid by the Customer to avail the Services under this SSA.

“Subscription Period” means the duration of one (1) calendar year or any other specified period, for which the Services are purchased by the Customer.

“Support Services” means the answers provided by the Company to reasonable and specific questions about the installation, setup, configuration, and use of the Product and Services, as described in Supplement-II of this SSA.

“Third-Party Software/Services” means those portions, if any, of the Services, which are owned or controlled by third-parties and licensed to the Company, or otherwise permitted to be incorporated in general by the third-parties.

“Trial Subscription Period” means the initial period of thirty (30) days or any other specified period as offered by the Company, during which the Services are supplied by the Company with/without payment of Subscription Fee, at the time of trial purchase of the Services.

“User” means a person who is an employee or affiliate of the Customer, who accesses the Customer’s Initial Subscription or Renewal Subscription to the Company’s Services using the Company’s Product from a computer/device.

“User Credentials” means the personal login & password details requested by the Company and provided by the User to access User Information stored in third-party applications/sites, and/or activate and utilize specific Product and Services features and functionality.

“User Data” means the unique attributes about the User Information. It includes details related to printing of the User Information.

“User Information” means the information or data files transmitted for printing by the User with the Company’s Product and Services.

2. Grant of Services: In consideration of the payment of the full purchase price for the right to use the Company’s Services in accordance with the Purchase Contract with the Vendors, and the Customer's compliance to all provisions

of this SSA, the Company grants the Customer a non-exclusive, non-transferable license to access and use the Company's Services subject to the restrictions contained herein.

3. Permissions: The Customer and its Users are permitted to access and use the Company's Services as permitted by the Purchase Contract from the Company's Products installed on computers/devices that the Customer/User owns or controls. The Services may be derived from materials of third-party licensors. Such third-party licensors are also the intended beneficiaries of this SSA. Third-Party Software/Services may be subjected to restrictions in addition to those listed in this SSA, which restrictions, if any, shall be binding on the Customer.

4. Third-Party Software/Services:

- (a) The Customer acknowledges and understands that the Third-Party Software/Services supplied with the Services is not owned by the Company and may be subject to additional restrictions imposed by the third-party licensors.
- (b) NOT WITHSTANDING ANY OTHER PROVISION OF THIS SSA THE COMPANY OFFERS NO WARRANTIES (WHETHER EXPRESS OR IMPLIED) OR SUPPORT OF ANY KIND WITH RESPECT TO THE THIRD-PARTY SOFTWARE/SERVICES, EXCEPT THAT THE COMPANY WILL PASS THROUGH TO THE CUSTOMER, IF AND TO THE EXTENT PERMITTED, ANY WARRANTIES EXPRESSLY PROVIDED BY SUCH THIRD-PARTIES TO THE COMPANY FOR SUCH THIRD-PARTY SOFTWARE/SERVICES.

5. Pre-requisite Hardware, Pre-requisite Software and Pre-requisite Services: The Customer acknowledges and understands that the Services licensed herein requires certain Pre-requisite Hardware and Pre-requisite Software, and agrees to directly procure/license them from their respective supplier(s) on appropriate terms and conditions. The Customer also acknowledges and understands that the Services licensed herein requires certain Pre-requisite Services, and agrees to directly purchase them from service provider(s) on appropriate terms and conditions.

6. Restrictions and Prohibitions:

- (a) The Customer and its Users may not use, copy, modify, or transfer the Services to others, in whole or in part, except as expressly provided in this SSA and accepted by the Customer.
- (b) Except for the Third-Party Software/Services, the Services contain trade secrets of the Company, and the Customer and its Users may not reverse engineer, disassemble, decompile, or translate any portion of the Services, or create derivatives of the Services, or otherwise attempt to derive its source code or the source code through which the Services is accessed, or authorize any third-party to do any of the foregoing.
- (c) The license granted hereunder is specific to the Customer, and any attempt by the Customer and its Users to sell, sub-license or distribute the Services to any third-party and transfer any of the rights, duties or obligations hereunder shall terminate this SSA and be void.
- (d) The Customer and its Users shall not grant customers of Customer's product or service incorporating the Services any rights to license or distribute the Services.
- (e) The Customer and its Users shall not rent, lease, or loan the Services or any part thereof in any way including, but not limited to, making the Services available to others via shared access to a single computer/device, a computer network, or by sharing access information.
- (f) The Customer represents and warrants to the Company that (i) the Customer and its Users are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) the Customer and its Users are not listed on any U.S. Government list of prohibited or restricted parties.

7. Reservation of Rights, Ownership & Modifications: The Company's Services, structure, organization and code, is the property of the Company and its licensor(s), if any, and subject to all applicable patent, copyright, trade secrets, trademarks and other proprietary rights. The Services are protected by Intellectual Property Laws, including without limitation the copyright laws of Singapore and other countries by international treaty provisions. The Services are licensed, not sold, to the Customer for use only under the terms of this SSA. This SSA does not grant to the Customer

or its Users any intellectual property rights in the Services. The Company reserves the right to change the Services at any time and may extend, enhance, or otherwise modify the Services provided hereunder at any time without notice. The Company reserves the right to change prices (including any fees) and the availability of Services at any time without notice. Other than the rights expressly granted in this SSA, the Company reserves all rights not expressly granted to the Customer in this SSA.

8. Confidentiality: The Customer covenants that it and its Users will keep confidential any confidential information relating to the Services including methods or concepts utilized therein, all other proprietary or confidential information identified as such by the Company, or to the Company's business, finances, marketing and technology to which it obtains access and that it will take all reasonable precautions to protect such confidential information of the Company. Confidential information of the Company shall not include information which is (i) available to the public through no fault of the Customer (ii) disclosed to the Customer by a third party who had lawfully obtained such information and without a breach of such third party's confidentiality obligations (iii) developed independently by the Customer (iv) disclosed in compliance with applicable law or a court order provided that the Company is given reasonable notice in advance of such disclosure or (v) was already lawfully known to Customer at the time of disclosure by Company without any obligation of confidentiality.

9. Cloud Services & Support Services:

- (a) If the Customer has purchased the Initial Subscription or the Renewal Subscription, then as an authorized licensee of the Services and for the duration of the Subscription Period(s) or Trial Subscription Period, the Customer is eligible to:
 - (i) access the Cloud Services offered by the Company as described in Supplement-I; and
 - (ii) access Support Services offered by the Company as described in Supplement-II.
- (b) The subscribed Services shall be delivered by the Company, upon payment of the Subscription Fee by the Customer, for the duration of the Subscription Period commencing from the date specified in the Purchase Contract.
- (c) The Subscription Fee for the Initial Subscription is payable along with the purchase of the Services, while the Subscription Fee for Renewal Subscription is payable upon or prior to the expiry of the Initial Subscription. The Subscription Fee for Initial Subscription or Renewal Subscription shall be based on the then prevalent Company specified retail or promotional prices.
- (d) Should the Customer not opt for purchase of Renewal Subscription before the expiry of Initial Subscription, the Company reserves the right to charge the full purchase price of the Services at the then prevalent Company specified retail or promotional prices in lieu of Subscription Fee for Renewal Subscription.
- (e) At any time during the Subscription Period(s) or Trial Subscription Period, the Customer:
 - (i) shall ensure that the maximum number of Users does not exceed that permitted by the Purchase Contract;
 - (ii) is not entitled to downgrade the Initial Subscription or Renewal Subscription to a lower tier; and
 - (iii) may increase the number of Users by paying the applicable incremental Subscription Fee to the Company.
- (f) The Subscription Fee does not include travel and living expenses, installation and training, onsite services, consulting services, or the costs of any hardware, or any other items specifically excluded under this SSA.
- (g) The Customer is responsible for all sales or use taxes and state or local property or excise taxes associated with the licensing, possession, or use of the Services, other than those charged by the Company.
- (h) In order for the subscribed Services to be delivered to the Customer, the Company requires the Customer and its Users to register for the subscribed Services by supplying Registration Data at the time of registration. During this registration process, the Company may also gather Device Data. If the User opts not to supply the Registration Data, then the User shall not be eligible to avail the subscribed Services even if the User has met all other criteria of subscription. In such an event, the Company is not obliged to provide any of the subscribed Services to the Customer.
- (i) Unless the Customer subscribes for Services described hereinabove by paying the appropriate Subscription Fee, this license does not entitle the Customer to the specified Cloud Services or Support Services from the Company.

10. Content Maintained by the Company: The Customer acknowledges and understands that: (a) the Company may, from time to time, elect to update the Services, but the Company does not warrant or guarantee that any Services or other information will be updated at any time during the term of this SSA; and (b) the Company does not recommend, warrant or guarantee the use or performance of any third-party product or service described in the Services or its communication nor is the Company responsible for malfunction of any such third party product or services due to errors in the Services, the Customer's negligence or otherwise. The Customer agrees to seek additional information on any third-party product or service from the respective third-party.

11. Trademarks: ThinXtream, PrintRover, PrintRover Cloud and other ThinXtream trademarks, service marks, graphics, and logos used in connection with the Services are trademarks or registered trademarks of the Company in Singapore and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Services may be the trademarks of their respective owners. The Customer is granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

12. Indemnification: The Customer and its Users agree to indemnify the Company from and against any claims or lawsuits, including attorneys' fees that arise from or result from the use of the Services. BY USING THE SERVICES, THE CUSTOMER AND ITS USERS AGREE TO INDEMNIFY AND HOLD THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, VENDORS, PRINCIPALS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF THE CUSTOMER'S/USER'S BREACH OF THIS SSA, THE CUSTOMER'S/USER'S USE OF THE SERVICES, OR ANY ACTION TAKEN BY THE COMPANY AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS SSA OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS SSA HAS OCCURRED. THIS MEANS THAT THE CUSTOMER/USER CANNOT SUE OR RECOVER ANY DAMAGES FROM THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, VENDORS, PRINCIPALS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN THE CUSTOMER/USER, TO SUSPEND OR TERMINATE THE CUSTOMER'S/USER'S ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF THE COMPANY'S CONCLUSION THAT A VIOLATION OF THIS SSA HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS SSA.

13. Limited Warranty & Disclaimer:

- (a) *Express Warranties:* Subject to the terms and conditions set forth herein, the Company hereby represents and warrants to the Customer that:
- (i) the Company has all rights, absolute title and interest in and to the Services subject to no adverse claim, lien, encumbrance or license or rights of any nature of any third party, including, but not limited to, ownership, patent, trademark, copyright or trade secrecy claims or rights of any kind,
 - (ii) the Services is not in the public domain and does not infringe upon any intellectual property rights of any other person and
 - (iii) the Company has the full and unrestricted right, power and authority to enter into this SSA, to license the Services to the Customer and to consummate the transactions contemplated hereby.
 - (iv) THE COMPANY IS SOLELY RESPONSIBLE FOR ITS ABOVE LIMITED WARRANTY OBLIGATIONS AND ITS AFFILIATES, AGENTS, CONTRACTORS, VENDORS, PRINCIPALS, OR LICENSORS HAVE NO WARRANTY OBLIGATION WHATSOEVER.
- (b) *Warranty for Functionality:* Subject to the terms and conditions set forth herein, the Company provides this limited warranty to the Customer:
- (i) The Company warrants that the Cloud Services will substantially conform to the Company's then current functional specifications for the Services, as set forth in the applicable documentation, from the date of original purchase/renewal of the Services until after a period of up to sixty (60) days from the date of commencement

- (“Warranty Period”), provided that the Services is properly installed on approved hardware and operated as contemplated in its documentation.
- (ii) The Company warrants that during the Subscription Period that the Company will meet the service level specified in the “Service Level Commitment” listed on the website located at www.printrover.com/slc, which is hereby incorporated by reference.
 - (iii) The Company shall put in its best efforts to deliver the Support Services in a professional manner.
- (c) *Remedy available to the Customer:*
- (i) The Customer’s sole and exclusive remedy against the entire liability of the Company and its suppliers under this limited warranty will be the fixes undertaken by the Company to the defects attributed to the Company’s Cloud Services or the re-performance of the deficient Support Services subject to the warranty exclusions contained in this SSA. Besides, the Company’s at its sole option may replace the non-conforming Cloud Services with Cloud Services that substantially conforms to the Company’s functional specifications for the Services. Except as otherwise agreed by the Company in writing, the replacement Services is provided only to the original Customer, and is subject to the terms and conditions of the license granted by the Company for the Services. Replacement Cloud Services will be warranted for the remainder of the original Warranty Period and is subject to the same limitations and exclusions.
 - (ii) In the event that the Company fails to achieve the applicable Service Level Commitment in any quarter, Customer will be entitled, as its sole and exclusive remedy, to receive from Company a credit in accordance with the terms set forth in the Service Level Commitment; provided however, that all credit requests must be submitted to the Company at finance@thinxtream.com. Customer agrees that the Company’s system logs and other records shall be used for calculating any service level events.
 - (iii) Subject to the warranty exclusions contained in this SSA, the Company may, at its sole option, refund pro-rata the portion of the actual purchase price paid in accordance with the Purchase Contract for the unexpired portion of the Subscription Period if the Company determines in its sole discretion that it is not practical to fix or replace the non-conforming Cloud Services or re-perform the deficient Support Services. The license granted with respect to any Services for which a refund is given automatically terminates.
- (d) *Exclusions to the Warranty:* The limited warranty provided herein by the Customer does not cover:
- (i) Services that, in Company’s judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not contemplated in the documentation for the Product and Services;
 - (ii) Operational adjustments covered in the operating manual for the Product and Services, and normal maintenance;
 - (iii) Any attempts to re-engineer or rectify or fix the defects in the Product and Services, as a result of usage, integration or use in conjunction with any third-party product or service, by any unauthorized Vendors;
- (e) **DISCLAIMER OF OTHER WARRANTIES: EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY OTHER WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, LACK OF VIRUSES OR MALWARE, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. THE COMPANY MAKES NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF DOCUMENTATION, IF ANY, OR THAT THE SERVICES ARE ERROR FREE. THE COMPANY MAKES NO WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY AND SECURE AND THAT ANY USER INFORMATION STORED OR TRANSMITTED THROUGH THE SERVICES, OR PROVIDED IN CONNECTION WITH SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. THE COMPANY MAKES NO WARRANTIES THAT THE SERVICES WILL BE COMPATIBLE WITH FUTURE VERSIONS OF PRE-REQUISITE SOFTWARE AND THIRD-PARTY SOFTWARE. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE THE SERVICES IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF**

THE SERVICES IS WITH THE CUSTOMER/USER. THE COMPANY MAKES NO WARRANTY, AND PROVIDES NO ASSURANCE, THAT THE SERVICES WILL MEET CERTIFICATION REQUIREMENTS OF ANY REGULATORY AUTHORITY OR OTHER ASSOCIATION LICENSING AGENCY, IN ANY COUNTRY.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PROVIDES TO THE CUSTOMER/USER, THE SERVICES “AS IS” AND WITH ALL FAULTS. THE CUSTOMER AGREES THAT IT HAS CAREFULLY READ AND UNDERSTOOD THE SYSTEM REQUIREMENTS AND THE TERMS AND CONDITIONS OF USAGE OF SERVICES. THE COMPANY, ITS AFFILIATES, AGENTS, CONTRACTORS, VENDORS, PRINCIPALS, OR LICENSORS, IF ANY, IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS RESULTING FROM THE USE OF THE SERVICES, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH THE COMPANY’S SERVICES IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY CUSTOMER/USER PRODUCT, LOSS OF INFORMATION OR DATA DURING TRANSMISSION OVER THE INTERNET, COSTS INCURRED IN ACCESSING THE INTERNET) RESULTING FROM THE USE OF THE SERVICES, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, OR OTHER DAMAGES CAUSED BY CUSTOMER’S/USER’S INABILITY TO USE THE SERVICES EVEN IF THE COMPANY, ITS AFFILIATES, AGENTS, CONTRACTORS, VENDORS, PRINCIPALS, OR LICENSORS, IF ANY, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR, REPERFORMANCE OR PROPORTIONATE REFUND OF THE SUBSCRIPTION FEE PAID FOR THE DEFICIENT SERVICES; OTHERWISE, THE COMPANY HAS NO OBLIGATION WHATSOEVER WITH RESPECT TO ANY SUCH LIABILITY ARISING ON ACCOUNT OF ANY OF THE FOREGOING. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY. THE COMPANY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY THE CUSTOMER/USER IN CONNECTION WITH THE SERVICES, BUT THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBMISSION OF SUCH INFORMATION IS AT THE CUSTOMER’S/USER’S SOLE RISK, AND THE COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO THE CUSTOMER/USER FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY. THE COMPANY DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND THE COMPANY DISCLAIMS ANY LIABILITY RELATING THERETO. THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OF DATA OR INFORMATION THROUGH THE SERVICES COULD LEAD TO DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

15. Restricted Rights: The Company's Services may be subject to export or import regulations in respective countries. The Customer agrees to comply with applicable law while purchasing the Services. In any case, the Customer will indemnify and hold the Company harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorney's fees) arising from, or relating to, any breach by the Customer of the Customer's obligations under this section.

16. Privacy: All Registration Data (including legal business name, address, email address, and phone number) provided by the Customer to the Company in connection with this SSA or the Services, will be current, true, accurate, supportable and complete. The Customer will promptly notify the Company of any changes to such information.

The Customer agrees that the Company may share Registration Data, Device Data and User Data with third parties who have a need to know for purposes related to the Services (for example, intellectual property questions, customer service enquiries, etc.)

The Customer agrees that the Company has the right, without liability to the User, to disclose any Registration Data, Device Data, User Data and User Information to law enforcement authorities, government officials, and/or a third party, as the Company believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this SSA (including but not limited to the Company's right to cooperate with any legal process relating to the Customer's use of the Services, and/or a third party claim that the Customer's use of the Services is unlawful and/or infringes such third party's rights).

The Company agrees that all User Information is owned exclusively by the Customer.

The Company agrees that User Credentials supplied by its Users will be used only for the purpose of activating and utilizing the specific Product and Services features and functionality.

At all times the User's Registration Data, Device Data, User Credentials, User Data and User Information will be treated in accordance with the Company's privacy policy which can be viewed on the Company's website.

17. Agreement Changes: The Company reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this SSA and to impose new or additional rules, policies, terms, or conditions on the Customer's use of the Services. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this SSA as "Additional Terms") will be effective immediately and are hereby incorporated into this SSA by this reference. The Customer's/User's continued use of the Services after the Company has provided the Customer with notice of such Additional Terms will be deemed to constitute the Customer's acceptance of such Additional Terms. If any updates/upgrades to the Services are made available by the Company, the terms of this SSA will govern such updates/upgrades, unless the update/upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

18. Electronic Signatures and Contracts: The Customer's use of the Services includes the ability to enter into agreements and/or to make transactions electronically. The Customer acknowledges that the Customer's electronic submissions constitute the Customer's agreement and intent to be bound by the terms of this SSA for the Services, and transactions arising therefrom, including notices of cancellation, policies, contracts, and applications.

19. Governing Law, Jurisdiction & Venue. This SSA shall for all purposes be governed by and interpreted in accordance with the laws in force in Singapore. The Parties shall submit themselves to the jurisdiction of the courts of Singapore. This SSA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

20. Termination: Without prejudice to any other rights, Company may terminate this SSA in the following circumstances:

- (a) The default by the Customer in the payment of any amount due hereunder,
- (b) The breach by the Customer/User of any of the provisions of this SSA, if any, after written notice of a thirty (30) day grace period to allow the Customer to cure such breach, if such breach can be cured.

If this SSA is terminated (i) the license granted hereunder to the Services shall be terminated; (ii) the Customer and its Users shall return or destroy all copies of the Product and all of its component parts in the Customer's/User's possession and certify in writing that all copies of the Product have been destroyed or returned.

In addition, this SSA shall terminate immediately upon the termination of the agreement between Company and a third-party content provider or licensor of all or a part of the Services, if any. This SSA shall also terminate in the event of an alleged infringement claim by any third-party and the Company's inability to either obtain a license or modify the Services in conformity with such claim. In such specific instances, the Company shall refund to the Customer pro-rata the portion of the actual purchase price paid in accordance with the Purchase Contract for the unexpired portion of the Subscription Period.

All provisions relating to confidentiality, indemnity, proprietary rights, and non-disclosure shall survive the termination of this SSA. All other rights and obligations of the parties shall cease upon termination including, but not limited to, all licenses granted hereunder.

21. Term: The one-time purchase term shall mean the useful life of the Company's Services or the Subscription Period or until otherwise terminated as per the terms and conditions of this SSA.

22. Waiver: Failure to enforce any term of this SSA shall not constitute a waiver of such term in the future unless such waiver so provides by its terms.

23. Assignment: Neither this SSA nor any of the Customer's rights or obligations hereunder may be assigned by the Customer in whole or in part without the prior written approval of the Company. Any other attempted assignment shall be null and void.

24. Severability: If any part of this SSA is for any reason found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this SSA shall not be affected and the same shall remain in effect.

25. Complete Agreement: This SSA is the complete and exclusive statement of the agreement between the Company and the Customer with respect to its subject matter, and supersedes and voids any proposal or prior agreement, oral or written, and any other communications between the parties in relation to its subject matter. No waiver, alteration or modification of this SSA shall be valid unless made in writing and signed by a corporate officer of the Company.

26. Compliance with Agreement: The Customer agrees that, upon a written request from the Company, it will, within thirty (30) days of such request, fully document and certify that the use of the Services by the Customer is in conformity with the terms of this SSA.

27. Force Majeure: If circumstances beyond the control of the parties shall temporarily make it impossible for either or both of them to perform their agreements hereunder, then the principles of force majeure shall apply and the rights and obligations of the parties shall be temporarily suspended during the force majeure period to the extent that such performance is reasonably affected thereby.

28. Notices: The Company may send the Customer notice with respect to the Services by sending an email message to the email address listed in the Customer's registration information, or by sending a letter via postal mail to the contact address listed in the Customer's registration information, or by a posting on the Company's Product or Services or website. The Customer may send notice to the Company at the address specified in this SSA or electronically to legal@thinxtream.com. Notice by mail shall be considered given on the date received. Notice delivered personally shall be considered given at the time it is delivered. Notices sent electronically shall become effective immediately.

SUPPLEMENT-I
SCOPE OF SERVICES
CLOUD SERVICES

If the Customer has purchased Services, then during the Subscription Period/Trial Subscription Period, the Company agrees to provide Cloud Services as mentioned in the applicable Services documentation under the following terms:

- (a) The Customer understands that Cloud Services are used for previewing/printing the User's Information.
- (b) The Customer understands that the Cloud Services requires access to the Internet through the Customer's/User's broadband service provider or the Customer's/User's cellular service provider and agrees that such Internet access is the Customer's/User's responsibility and is subject to the Customer's/User's terms of agreement with the respective service provider(s).
- (c) Because use of the Cloud Services involves hardware, software, and Internet access, the Customer's/User's ability to use this service may be affected by the performance of these factors. The Customer acknowledges and agrees that such system requirements, which may be changed from time to time, are the Customer's/User's responsibility.
- (d) The Customer acknowledges that while availing Cloud Services there are risks inherent in Internet connectivity that could result in loss of privacy, property and the Customer's/User's confidential information.
- (e) The Company may offer the Cloud Services on its own servers or through third-party service providers.
- (f) The Customer agrees that the Company's Cloud Services shall only be used for lawful purposes:
 - (i) Transmission and printing of any User Information using the Cloud Services in violation of any applicable law or regulation is prohibited. This includes without limitation, any material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, seditious, incites racial disharmony, constitutes an illegal threat or violates export control law.
 - (ii) The Customer and its Users shall not attempt to probe, scan, penetrate or test the vulnerability of the Company's servers or network or breach the security or authentication measures, whether by passive or intrusive techniques. The Customer further agrees that the Customer and its Users will not access or attempt to access the Cloud Services other than through the licensed Products on the User's device. The Customer and its Users shall not access or attempt to access another customer's subscription that the Customer and its Users are not authorized to access.
 - (iii) The Customer is responsible for all activity occurring under the Customer's subscription. The Customer and its Users agree to keep the login credentials and password/personal identification number (PIN) to access the subscription confidential and not share it with others. The Customer agrees that User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed.
 - (iv) In the event of a default, the Customer agrees that the Company has the right to terminate without any liability to the Customer/User its entitlement to the Services.
- (g) The Customer agrees that access to the Cloud Services may not be uninterrupted and is liable to be suspended for any of the following reasons, without any liability on the part of the Company:
 - (i) Facilitate server and network maintenance and upgrades by the Company or its third-party service providers;
 - (ii) If the Company believes that the Services are being used by the Customer/User in breach of this SSA;
 - (iii) The Customer does not cooperate with the Company's reasonable investigation of any suspected violation of the SSA;
 - (iv) There is an attack on the Company's servers;
 - (v) The Company is required by law to suspend Services; or
 - (vi) There is an event for which the Company believes that the suspension of Services is necessary to protect its other customers.
- (h) The Company may collect and use User Data while providing Services to ensure the Customer's/User's compliance under this SSA and to modify/enhance its Services in partnership with Third-Party Software/Services licensors.

- (i) The Company has the right, but not the obligation, to monitor any User Information sent by the User to the Cloud Services, to investigate any reported or apparent violation of this SSA, and to take any action that the Company in its sole discretion deems appropriate.
- (j) The Customer agrees not to tamper with the Services subscription in any manner to gain additional time beyond what is permitted by the Initial/Renewal Subscription. In the event of a default, the Customer agrees that the Company has the right to terminate this SSA without any liability.

SUPPLEMENT-II
SCOPE OF SERVICES
SUPPORT SERVICES

If the Customer has purchased Services, then during the Subscription Period/Trial Subscription Period, the Company agrees to provide Support Services either on its own or through third-party service providers under the following terms:

- (a) **Answers to Questions:** The Company shall provide answers to reasonable and specific questions about the installation, setup, configuration, and use of the Company's Product/Services. The answer, when provided, may be provided in the form of a reference to sources of information where the answer can be found. In addition, Company may refer the Customer or authorized Customer representative(s) to sources of information not provided publicly by Company. The Company may respond to the Customer via the internet and/or electronic mail. The Company's responses to the Customer shall be in the English language.
- (b) **Company Staff:** The Company shall maintain trained staff capable of rendering the services set forth in this section.
- (c) **Coverage:** The Company personnel will be available for the Customer to report problems and seek assistance in use of the Services via electronic mail during the hours of 11:30 AM to 11:30 PM, Singapore local time, Monday through Friday, nationally recognized holidays excluded.
- (d) **Limitation:** The Company may be limited in providing advanced support due to the Customer's/User's specific printing environment.
- (e) **Upgrades:** The Company is under no obligation to provide the Customer with Services Upgrade.
- (f) **Qualified Customer Contact:** The Company shall respond only to authorized Customer representative(s) who possess the appropriate technical skills and has familiarity of all Product/Services features as presented in publicly accessible materials provided by the Company.
- (g) **Cooperation of Customer:** If requested by the Company in response to a question from the Customer or an error report from the Customer, the Customer agrees to submit to the Company a listing of any User Information/User Data that the Company may require in order to answer the question or reproduce the error and the operating conditions pertaining to that question or error.
- (h) **Product Version:** The User must be operating the current version (N) or prior version (N-1) of the Products with the Pre-requisite Software versions recommended by the Company in order to avail Support Services. Any issues logged against prior versions (N-2 or below) of the Products will not be accepted.
- (i) **Exclusions:** The Support Services do not include the following:
 - (i) Step-by-step installation or configuration of Products (including patches or upgrades) or third-party products or services, step-by-step assistance with general solutions or third-party products or services, provision of on-site or professional services, modification of Product/Services;
 - (ii) Any problem resulting from the misuse, improper use, alteration, or damage of the Product /Services;
 - (iii) Any problem caused by modifications in any version of the Product/Services not made or authorized by Company;
 - (iv) Any problem resulting from programming not related to the Product/Services, at the Company's discretion;
 - (v) Any problem resulting from the combination of the Product/Services with such other software or hardware equipment to the extent such combination does not constitute regular use of the Product /Services.

- (vi) Support Services will automatically terminate with respect to Services that are no longer licensed for use under this SSA, whether as a result of expiration or termination of such license or replacement of such copies with new upgrades, or expiration or termination of this SSA.
- (j) Non-solicitation: During the term of this SSA, and for a period of one (1) year following the termination of this SSA, the Customer or its Users will not induce or attempt to induce any employee or consultant of the Company to leave the employment of, or otherwise terminate its relationship with the Company.