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This EULA supplements certain terms of the SSA with respect to the use of the Product, whereas the use of the Services is solely governed by the terms of the SSA.

1. Definitions:

“**Binaries**” means those portions, if any, of the Product furnished to the User in object code or machine-readable form.

“**Company Supplied Open Source Software**” means Open Source Software identified in the Software Description Statement under Supplement-I of this EULA.

“**Device Data**” means the details about the User’s device collected by the Company to activate & provide access to the Customer’s 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.

“**Open Source License**” means a software license that requires as a condition of use, modification, and /or distribution with such software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative work; or (c) distributable at no charge, subject to certain terms and conditions.

“**Open Source Software**” means software available under an Open Source License.

“**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 Company’s 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 or run/access the Company’s Services.

“Product” means and includes the Binaries of the Proprietary Software, the Company Supplied Open Source and Third-Party Software; related Documentation and other materials supplied by the Company.

“Product Upgrades” means new version, if any, of the Product supplied by the Company under the terms of this EULA, which may include new features, enhancements and any defect fixes to the current version of the Product.

“Proprietary Software” means those portions of the Product developed by the Company and licensed under this EULA that do not include any Company Supplied Open Source Software or Third-Party Software.

“Registration Data” means the identification details requested by the Company and provided by the User to activate & provide access to the Customer’s subscription to the Company’s Services. It may also include personal identification details made available to the Company by the Vendor.

“Services” means any or all of the services offered by the Company under the SSA.

“Third-Party Software” means those portions, if any, of the Product, 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, as specified in the Software Description Statement under Supplement-I of this EULA.

“User” means a person who is an employee or affiliate of the Customer, who accesses the Customer’s 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 may also include 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 License: In consideration of the payment of the full purchase price for the right to use the Company’s Product in accordance with the Purchase Contract with the Vendors, and the User’s compliance to all provisions of this EULA, the Company grants the User a non-exclusive, non-transferable, license to access and use the Company’s Product, subject to the restrictions contained herein.

3. Permissions: The User is permitted to install and use such number of copies of the Company's Product as permitted by the Purchase Contract only on certain Android™ Operating System based devices that the User owns or controls. The Product may contain or be derived from materials of any third-party licensors. Such third-party licensors are also the intended beneficiaries of this EULA. Third-Party Software may be subjected to restrictions in addition to those listed in this EULA, which restrictions, if any, shall be binding on the User. The Product may also be supplied with Company Supplied Open Source Software, which is subject to the restrictions of the respective Open Source License.

4. Open Source Software:

- (a) The Product is distributed along with copyrighted Company Supplied Open Source Software, which are licensed under their respective license agreements, copies of which are included in this EULA as Supplement-I.
- (b) The Company declares that the license terms in this EULA do not apply to the Company Supplied Open Source Software, whose license terms are described in the Supplement-I hereto.
- (c) THE USER ACKNOWLEDGES AND UNDERSTANDS THE DISCLAIMER OF WARRANTY AND LIABILITY TO THE SOFTWARE PROGRAMS EXPLICITLY STATED BY THE COPYRIGHT HOLDERS IN THE RESPECTIVE LICENSE AGREEMENTS OF THE COMPANY SUPPLIED OPEN SOURCE SOFTWARE LISTED IN SUPPLEMENT-I.
- (d) Where applicable, the User may obtain the complete corresponding Source Code of the Company Supplied Open Source Software from the Company for a period of three (3) years from the date of the Purchase Contract.

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- (a) The User acknowledges and understands that the Third-Party Software supplied with the Product are not owned by the Company and may be subject to additional restrictions imposed by the third-party licensors.
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6. Pre-requisite Hardware, Pre-requisite Software and Pre-requisite Services: The User acknowledges and understands that the Product 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 User also acknowledges and understands that the Product licensed herein requires certain Pre-requisite Services, and agrees to directly purchase them from service provider(s) on appropriate terms and conditions.

7. Restrictions and Prohibitions:

- (a) The User may not use, copy, modify, or transfer the Product to others, in whole or in part, except as expressly provided in this EULA and accepted by the User.
- (b) Except for Company Supplied Open Source Software and Third-Party Software, the Product contains trade secrets of the Company, and the User may not reverse engineer, disassemble, decompile, or translate any portion of the Product, or create derivatives of the Product, or otherwise attempt to derive its source code or the source code through which the Product is accessed, or authorize any third-party to do any of the foregoing.
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- (f) The User represents and warrants to the Company that (i) the User is 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 User is not listed on any U.S. Government list of prohibited or restricted parties.

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

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13. Limited Warranty & Disclaimer:

(a) Subject to the terms and conditions set forth herein, the Company hereby extends a limited express warranty to the User that:

- (i) the Company has all rights, absolute title and interest in and to the Product 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 Product 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 EULA, to license the Product to the User 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.

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15. Restricted Rights: The Company's Product may be subject to export or import regulations in respective countries. The User agrees to comply with applicable law while purchasing the Product. In any case, the User 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 User of the User's obligations under this section.

16. Privacy: All Registration Data provided by the User to the Company in connection with this EULA or the Product will be current, true, accurate, supportable and complete. The User will promptly notify the Company of any changes to such information.

The User 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 Product (for example, intellectual property questions, cloud services operations, customer service enquiries, etc.)

The User 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 EULA (including but not limited to the Company's right to cooperate with any legal process relating to the User's use of the Product, and/or a third-party claim that the User's use of the Services and/or Product is unlawful and/or infringes such third-party's rights).

The Company agrees that User Credentials supplied by the User 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 EULA and to impose new or additional rules, policies, terms, or conditions on the User's use of the Product. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this EULA as "Additional Terms") will be effective immediately and are hereby incorporated into this EULA by this reference. The User's continued use of the Product after the Company has provided the User with notice of such Additional Terms will be deemed to constitute the User's acceptance of such Additional Terms. If any updates/upgrades to the Product are made available by the Company, the terms of this EULA 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. Vendor: The Company's designated Vendor is Google, Inc. and its subsidiaries and partners, who are acting as the agent for the Company. The Vendor is a third-party beneficiary of this EULA, and upon the User's acceptance of the terms and conditions of this EULA, Google, Inc. will have the right to enforce the EULA against the User as a third-party beneficiary thereof.

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

20. Governing Law, Jurisdiction & Venue: This EULA 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 EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

21. Termination: This EULA shall terminate immediately and automatically upon termination of the Customer's SSA.

Without prejudice to any other rights, Company may terminate this EULA in the following circumstances:

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

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

In addition, this EULA shall terminate immediately upon the termination of the agreement between the Company and a third-party provider or licensor or Vendor of all or a part of the Product or Services, if any. This EULA 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 Product/Services in conformity with such claim. All provisions relating to confidentiality, indemnity, proprietary rights, and non-disclosure shall survive the termination of this EULA. All other rights and obligations of the parties shall cease upon termination including, but not limited to, all licenses granted hereunder.

22. Term: The one-time purchase term shall mean the useful life of the Company's Product or the subscription period of the Services under the Customer's SSA or until otherwise terminated as per the terms and conditions of this EULA.

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

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

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

26. Complete Agreement: This EULA is the complete and exclusive statement of the agreement between the Company and the User 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 EULA shall be valid unless made in writing and signed by a corporate officer of the Company.

27. Compliance with Agreement: The User 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 Product by the User is in conformity with the terms of this EULA.

28. 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.

29. Notices: The Company may send the User notice with respect to the Product or Services by sending an email message to the email address listed in the Customer's/User's registration information, or by sending a letter via postal mail to the contact address listed in the User's Google Play (Android Market) Account contact information, or by a posting on the Company's Product or Services or website. The User may send notice to the Company at the address specified in this EULA 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
SOFTWARE DESCRIPTION STATEMENT

1. THIRD-PARTY SOFTWARE:

(a) The Product incorporates a few, select commands of:

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- HP® PCL 5® and HP PCL 6® (HP, PCL, PCL 5 and PCL 6 are registered trademarks of Hewlett-Packard, Company)

(b) The Product incorporates:

DESCRIPTION	LICENSOR
Epson® ESC/P-R Library	Epson Portland, Inc.
Hewlett-Packard Appliance Printing Software Development Kit (APDK)	Hewlett-Packard Company

(Epson is a registered trademark of Seiko Epson Corporation.)

2. COMPANY SUPPLIED OPEN SOURCE SOFTWARE:

DESCRIPTION	AUTHOR	LICENSE TERMS
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Number Picker Widget	The Android Open Source Project	License – copy attached hereto in Supplement-I (2) (b)

(Android is a trademarks of Google, Inc.)

(a) License – LibJpeg

README for release 8c of 16-Jan-2011

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In plain English:

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