

## THINXTREAM PI™ SOFTWARE PRODUCT END USER LICENSE & SERVICES AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY.

**THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS BETWEEN THINXTREAM TECHNOLOGIES PTE. LTD., A COMPANY REGISTERED IN SINGAPORE WITH ITS OFFICE AT 220 ORCHARD ROAD, #05-01 MIDPOINT ORCHARD, SINGAPORE 238852 (THE “COMPANY”) AND THE PERSON OR BODY CORPORATE WHO OPENS THIS PACKAGE OR USES THE SOFTWARE WHICH ACCOMPANIES THIS AGREEMENT (THE “USER”). THIS AGREEMENT GIVES A USER THE RIGHT TO ACCESS AND USE THINXTREAM PI (APPLE® iOS™ VERSION) (“PRODUCT”) AND ASSOCIATED PI 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 USER, THE RIGHT TO ACCESS AND USE THE COMPANY’S PRODUCT AND SERVICES ONLY IF THE USER ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT, AND PAYS OR HAS PAID THE COMPANY OR ITS VENDORS, THE FULL PURCHASE PRICE (INCLUDING ALL APPLICABLE TAXES AND FEES) FOR USE OF THE LICENSE TO THE PRODUCT AND THE SERVICES PURCHASED.**

By downloading, installing, copying, or otherwise using any copy of (or any part of) the Product or accessing the Services, the User agrees to be bound by the terms of this Agreement. As part of the download and/or installation procedure, the User will be asked to explicitly agree to the terms of this Agreement by clicking on Accept/Agree. If the User does not agree and therefore does not accept the terms of this Agreement, the User is not entitled to download, use or install any copy of (or any part of) the Product and the User must remove the Product from the User’s device.

### 1. Definitions:

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

“**Cloud Services**” refers to the additional functionality on the cloud offered by the Company outside the User’s device, which is accessed by the User’s device in conjunction with the Product and subject to the terms and conditions of this Agreement, as described in Supplement-I of this Agreement. The Company’s Cloud Services may utilize a Third-Party Service provider’s cloud services as specified in Supplement-III of this Agreement.

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

“**Device Data**” means the details, including unique device IDs, status and location about the User’s device and printers/All-in-Ones/MFPs on the network that is collected by the Company in connection with the User’s use of the Company’s Product and Services. Details of the information collected is available in the Company’s Privacy Policy (<http://www.thinxstream.com/privacy-policy>)

“**In Device Services**” refers to functionality offered by the Product within the User’s device, which is accessed by the User’s device in conjunction with the Product and subject to the terms and conditions of this Agreement, as described in Supplement-I of this Agreement.

“**Notifications**” refers to the status messages pertaining to the User’s printer/All-in-One/MFP devices.

**“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.

**“Pre-requisite Hardware”** means third-party devices of the appropriate specifications, as indicated in the applicable Product documentation, which are required to be procured and commissioned by the User to run the Product or enable the usage of certain Product features.

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

**“Pre-requisite Software”** means software owned or controlled by third-parties, or in the open source, as indicated in the applicable Product documentation, which may be licensed and installed by the User to use the Product or enable the usage of certain Product features.

**“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 Availability Period”** means the discretionary period determined by the Company during which the Product is listed/available on the respective app store and the Services are supplied by the Company.

**“Product Upgrades”** means new version, if any, of the Product supplied by the Company under the terms of this Agreement, 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 Agreement that do not include any Company Supplied Open Source Software or Third-Party Software.

**“Registration Data”** means the personal identification details requested by the Company and provided by the User to avail the Company’s Services under this Agreement. 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 this Agreement and includes Cloud Services and Support Services, and subject to the terms and conditions of this Agreement.

**“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 Agreement.

**“Third-Party Software/Services”** means those portions, if any, of the Product or 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, as specified in the Software Description Statement under Supplement-III of this Agreement.

**“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 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.

**2. Grant of License:** In consideration of the payment of the full purchase price for the right to use the Company's Product and the Company’s Services in accordance with the Purchase Contract with the Vendors, and the User's compliance to all provisions of this Agreement, the Company grants the User a non-exclusive, non-transferable, perpetual license to access and use the Company's Product and a non-exclusive, non-transferable license to access and use the Company’s Services for the Product Availability Period, 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 and access and use the Company’s Services for the Product Availability Period as permitted by the Purchase Contract only on certain Apple iOS based devices (including, but not limited to iPad®, iPod touch® or iPhone®) that the User owns or controls. The Product and Services may contain or be derived from materials of any third-party licensors. Such third-party licensors are also the intended beneficiaries of this Agreement. Third-Party Software/Services may be subjected to restrictions in addition to those listed in this Agreement, 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 Agreement as Supplement-III.
- (b) The Company declares that the license terms in this Agreement do not apply to the Company Supplied Open Source Software, whose license terms are described in the Supplement-III 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-III.
- (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.

**5. Third-Party Software/Services & Notifications:**

- (a) The User acknowledges and understands that the Third-Party Software/Services supplied with the Product and Services are 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 AGREEMENT 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 USER, IF AND TO THE EXTENT PERMITTED, ANY WARRANTIES EXPRESSLY PROVIDED BY SUCH THIRD-PARTIES TO THE COMPANY FOR SUCH THIRD-PARTY SOFTWARE/SERVICES.
- (c) The User acknowledges that the Company is a participant in the Amazon Services LLC Associates Program, an affiliate advertising program designed by Amazon Services LLC, to provide a means for sites to earn advertising fees by advertising and linking to <http://www.amazon.com>. The User consents to the Company displaying Notifications for replacement of printer/All-in-One/MFP ink/toner and other products through [www.amazon.com](http://www.amazon.com) directly to the

User and that these Notifications may be tailored based on Device Data collected by the Company in connection with the use of the Company's Product or Services. When clicked, the Notifications will grant access to Internet sites managed by Amazon Services LLC or its related parties. By activating these links, the User acknowledges that it no longer uses the Company's Product or Services. These sites are managed entirely by third-parties and the Company cannot make any declaration whatsoever concerning the quality or overall content thereof, nor regarding the quality of the third-party products or services offered, or the security of performing transactions on the sites in question. The fact that third-party products, services, content and sites are identified via Notifications displayed through the Company's Product or Services should not in any way be interpreted as an endorsement by the Company. The Company cannot be held liable for possible damages arising from the use of such third-party products, services, content or sites, and any complaints should be addressed to the respective third-party. THE USER ACKNOWLEDGES THAT THE COMPANY DOES NOT IN ANY WAY WARRANT THAT THE PRODUCTS ADVERTISED ARE IN ANY WAY APPROPRIATE FOR THE USER OR IN ANY WAY COMPATIBLE WITH ANY OF THE DEVICES USED BY THE USER. THE USER AGREES THAT IT IS RESPONSIBLE FOR MAKING SURE THAT ANY PRODUCT PURCHASED IS COMPATIBLE WITH THE RELEVANT DEVICE AND IS APPROPRIATE FOR THE USER'S CIRCUMSTANCES BEFORE MAKING ANY PURCHASES. THE USER ACKNOWLEDGES THAT 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 PURCHASES MADE AS A RESULT OF THE NOTIFICATIONS DISPLAYED WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL. At anytime, the User may disable Notifications by using the "Settings" menu on the device. If the User does not agree to these terms and conditions, the User is not entitled to download, use or install any copy of (any part of) the Product and the User must remove the Product from the User's device.

- (d) The User consents to the Company sending Notifications directly to the User and that these Notifications may be tailored based on Device Data collected by the Company in connection with the use of the Company's Product or Services. The Company may obtain assistance from third-parties to provide these tailored Notifications to the User. In addition to our use of technologies as described herein, we may permit certain third party companies to help us tailor advertising that we think may be of interest to you based on your use of Company's Product and Services and to otherwise collect and use data about your use of the Product or Service. When clicked, the Notifications may grant access to Internet sites managed by third-parties. By activating these links, the User acknowledges that it no longer uses the Company's Product or Services. These sites are managed entirely by third-parties and the Company cannot make any declaration whatsoever concerning the quality or overall content thereof, nor regarding the quality of the products or services offered, or the security of performing transactions on the sites in question. The fact that third-party products, services, content and sites are identified via advertisements displayed through the Company's Product or Services should not in any way be interpreted as an endorsement by the Company. The Company cannot be held liable for possible damages arising from the use of such third-party products, services, content or sites, and any complaints should be addressed to the respective third-party. At anytime, the User may disable Notifications by using the "Settings" menu on the device. If the User does not agree to these terms and conditions, the User is not entitled to download, use or install any copy of (any part of) the Product and the User must remove the Product from the User's device.

**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 and Services 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 and Services to others, in whole or in part, except as expressly provided in this Agreement and accepted by the User.
- (b) Except for Company Supplied Open Source Software and Third-Party Software/Services, the Product and Services contain trade secrets of the Company, and the User may not reverse engineer, disassemble, decompile, or translate any portion of the Product and Services, or create derivatives of the Product and Services, or otherwise attempt to derive its source code or the source code through which the Product and Services is accessed, or authorize any third-party to do any of the foregoing.
- (c) The license granted hereunder is personal to the User, and any attempt by the User to sell, sub-license or distribute copies of the Product and Services to any third-party and transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and be void.
- (d) The User shall not grant customers of User's product or service incorporating the Product and Services any rights to license or distribute the Product.
- (e) The User shall not rent, lease, or loan the Product and Services or any part thereof in any way including, but not limited to, making the Product and Services available to others via shared access to a single device. The User shall not distribute or make the Product and Services available over a network where it could be used by multiple devices at the same time.
- (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.

**8. Reservation of Rights, Ownership & Modifications:** The Company's Product and 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 Product and Services is protected by Intellectual Property Laws, including without limitation the copyright laws of Singapore and other countries by international treaty provisions. The Product and Services is licensed, not sold, to the User for use only under the terms of this Agreement. This Agreement does not grant to the User any intellectual property rights in the Product and Services. The Company reserves the right to change the Product and Services at anytime and may extend, enhance, or otherwise modify the Product and Services provided hereunder at anytime without notice. The Company reserves the right to change prices (including any fees) and the availability of Product and Services at anytime without notice. Other than the rights expressly granted in this Agreement, the Company reserves all rights not expressly granted to the User in this Agreement.

**9. Confidentiality:** The User covenants that it will keep confidential any confidential information relating to the Product or 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 User (ii) disclosed to the User by a third-party who had lawfully obtained such information and without a breach of such third-party's confidentiality obligations or (iii) developed independently by the User or (iv) disclosed in compliance with applicable law or a court order provided that the Company is given reasonable notice in advance of such disclosure.

**10. Cloud Services & Support Services:**

- (a) If the User has registered for the Services, then as an authorized licensee of the Services and for the duration of the Product Availability Period, the User 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 User 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 Product or any associated Services, other than those charged by the Company.

- (c) In order for the Services to be delivered to the User, the Company requires the User to register for the 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 Services. In such an event, the Company is not obliged to provide any of the Services to the User.
- (d) Unless the User registers for the Services described hereinabove, this license does not entitle the User to the specified Cloud Services or Support Services from the Company.

**11. Content Maintained by the Company:** The User acknowledges and understands that: (a) the Company may, from time to time, elect to update the Product and Services, but the Company does not warrant or guarantee that any Product and Services or other information will be updated at anytime during the term of this Agreement; 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 and Services or its communication nor is the Company responsible for malfunction of any such third-party product or services due to errors in the Product and Services, 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.

**12. Trademarks:** ThinXtream, Pi and other ThinXtream trademarks, service marks, graphics, and logos used in connection with the Product and 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 Product and Services may be the trademarks of their respective owners. The User is granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

**13. Indemnification:** The User agrees to indemnify the Company from and against any claims or lawsuits, including attorneys' fees that arise from or result from the use of the Product and Services. BY USING THE PRODUCT AND SERVICES, THE USER AGREES 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 USER'S BREACH OF THIS AGREEMENT, THE USER'S USE OF THE PRODUCT AND SERVICES, OR ANY ACTION TAKEN BY THE COMPANY AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT THE 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 USER, TO SUSPEND OR TERMINATE THE USER'S ACCESS TO THE PRODUCT AND 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 AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

**14. 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 and 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 Product and Services are not in the public domain and do 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 Agreement, to license the Product and Services 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.

(b) **DISCLAIMER:**

EXCEPT FOR THE LIMITED EXPRESS WARRANTY SPECIFIED HEREIN, THE PRODUCT AND SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY OTHER FUNCTIONAL 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 USER DOCUMENTATION, IF ANY, OR THAT THE PRODUCT OR SERVICES IS 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 PRODUCT, SERVICES-RELATED SOFTWARE OR SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. THE COMPANY MAKES NO WARRANTIES THAT THE PRODUCT AND SERVICES WILL BE COMPATIBLE WITH FUTURE APPLE DEVICES AND iOS VERSIONS. EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT OR SERVICES IS WITH THE USER OF THE PRODUCT. THE COMPANY MAKES NO WARRANTY, AND PROVIDES NO ASSURANCE, THAT THE PRODUCT OR SERVICES WILL MEET CERTIFICATION REQUIREMENTS OF ANY REGULATORY AUTHORITY OR OTHER ASSOCIATION LICENSING AGENCY, IN ANY COUNTRY.

**15. LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PROVIDES TO THE USER, THE PRODUCT AND SERVICES “AS IS” AND WITH ALL FAULTS. THE USER AGREES THAT IT HAS CAREFULLY READ AND UNDERSTOOD THE SYSTEM REQUIREMENTS FOR THE PRODUCT AND THE TERMS AND CONDITIONS OF USAGE OF PRODUCT AND 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 PRODUCT OR 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 PRODUCT IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT, LOSS OF INFORMATION OR DATA DURING TRANSMISSION OVER THE INTERNET, COSTS INCURRED IN ACCESSING THE INTERNET) RESULTING FROM THE USE OF THE PRODUCT OR SERVICES, OR ARISING OUT OF ANY BREACH OF THIS LIMITED EXPRESS WARRANTY SPECIFIED IN SECTION 14, OR OTHER DAMAGES CAUSED BY USER’S INABILITY TO USE THE PRODUCT OR 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 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 USER IN CONNECTION WITH THE SERVICES, BUT THE USER ACKNOWLEDGES AND AGREES THAT THE SUBMISSION OF SUCH INFORMATION IS AT THE USER’S SOLE RISK, AND THE COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO THE USER FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY. FURTHER, 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 USER ACKNOWLEDGES THAT THE PRODUCT AND SERVICES IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE PRINTING, SCANNING, TRANSMISSION OF DATA OR INFORMATION THROUGH THE PRODUCT AND SERVICES COULD LEAD TO DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.

**16. Restricted Rights:** The Company's Product and Services may be subject to export or import regulations in respective countries. The User agrees to comply with applicable law while purchasing the Product and Services. 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.

**17. Privacy:**

- (a) All Registration Data provided by the User to the Company in connection with this Agreement or the Product and Services, will be current, true, accurate, supportable and complete. The User will promptly notify the Company of any changes to such information.
- (b) The User agrees that the Company may share Registration Data, Device Data and User Data with authorized third-parties who have a need to know for purposes related to the Product and Services (for example, intellectual property questions, cloud services operations, customer service enquiries, etc.)
- (c) The User agrees that the Company has the right, without liability to the User, to disclose any Registration Data, Device Data and User Data 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 Agreement (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 Services, and/or a third-party claim that the User's use of the Service and/or Products is unlawful and/or infringes such third-party's rights).
- (d) The Company agrees that User Credentials supplied by the User will be used only for the purpose of activating and utilizing the specific Product features and functionality.
- (e) The Company uses Google Analytics, to collect non-personal information. The User can view how Google Analytics collects and processes information, at the following site, "How Google uses data when you use our partners' sites or apps", (located at [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners)). Google may combine the information collected from the Product with other information they have independently collected from other websites and/or other online or mobile products and services relating to the User's activities across their network of websites as well as online and/or mobile products and services.
- (f) 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. (<http://www.thinxstream.com/privacy-policy>) and the privacy policy of the third-parties providing Notifications.

**18. Agreement Changes:** The Company reserves the right, at anytime and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on the User's use of the Product and Services. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and are hereby incorporated into this Agreement by this reference. The User's continued use of the Product and Services 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 and Services are made available by the Company, the terms of this Agreement 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.



**19. Vendor:** For the Product & Services, which are marketed, sold and delivered through Apple iTunes® App Store, the Company's designated Vendor is Apple, Inc. and its subsidiaries and partners, who are acting as the agent for the Company. The Vendor is a third-party beneficiary of this Agreement, and upon the User's acceptance of the terms and conditions of this Agreement, Apple will have the right to enforce the Agreement against the User as a third-party beneficiary thereof.

**20. Electronic Signatures and Contracts:** The User's use of the Product and Services 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 Agreement for the Product and Services, and transactions arising therefrom, including notices of cancellation, policies, contracts, and applications.

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

**22. Termination:** Without prejudice to any other rights, Company may terminate this Agreement in the following circumstances:

- (a) The breach by the User of any of the provisions of this Agreement, 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, or
- (b) The end of life of the Product/Services.

If this Agreement 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 Agreement 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 Agreement 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 Agreement. All other rights and obligations of the parties shall cease upon termination including, but not limited to, all licenses granted hereunder.

**23. Term:** The term shall mean the useful life of the Company's Product or the Product Availability Period of the Services or until otherwise terminated as per the terms and conditions of this Agreement.

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

**25. Assignment:** Neither this Agreement 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.

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

**27. Complete Agreement:** This Agreement 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 Agreement shall be valid unless made in writing and signed by a corporate officer of the Company.

**28. 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 Agreement.

**29. 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.

**30. 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 User's registration information, or by sending a letter via postal mail to the contact address listed in the User's Apple iTunes 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 Agreement or electronically to [legal@thinxtream.com](mailto: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 User has registered for the Cloud Services, then during the Product Availability Period the Company agrees to provide such services as mentioned in the applicable Product and Services documentation under the following terms:

- (a) The User understands that Cloud Services are required for previewing/printing certain types of User's Information.
- (b) The User understands that the Cloud Services requires access to the Internet through the User's broadband service provider or the User's cellular service provider and agrees that such Internet access is the User's responsibility and is subject to the 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 User's ability to use this service may be affected by the performance of these factors. The User acknowledges and agrees that such system requirements, which may be changed from time to time, are the User's responsibility.
- (d) The User acknowledges that while availing Cloud Services there are risks inherent in Internet connectivity that could result in loss of privacy, property and the User's confidential information.
- (e) The Company may offer the Cloud Services on its own servers or through third-party service providers.
- (f) The User 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 User 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 User further agrees that the User will not access or attempt to access the Cloud Services other than through the licensed Product on the User's device. The User shall not access or attempt to access another user's registration that the User is not authorized to access.
  - (iii) The User is responsible for all activity occurring under the User's registration. The User agrees to keep the personal identification number (PIN) to access the subscription confidential and not share it with others.
  - (iv) In the event of a default, the User agrees that the Company has the right to terminate without any liability to the User's entitlement to the Cloud Services.
- (g) The User 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 User in breach of this Agreement;
  - (iii) The User does not cooperate with the Company's reasonable investigation of any suspected violation of the Agreement;
  - (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 Cloud Services to ensure the User's compliance under this Agreement and to modify/enhance its Product and 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 Agreement, and to take any action that the Company in its sole discretion deems appropriate.
- (j) In the event of a default, the User agrees that the Company has the right to terminate this Agreement without any liability.

**SUPPLEMENT-II**  
**SCOPE OF SERVICES**  
**SUPPORT SERVICES**

If the User has registered for the Support Services, then during the Product Availability Period, the Company agrees to provide such 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 posted through the Company's website about the installation, setup, configuration, and use of the Company's Product and 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 User to sources of information not provided publicly by Company. The Company may respond to the User via the internet and/or electronic mail. The Company's responses to the User 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 Users to report problems and seek assistance in use of the Product 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 Product support due to the User's specific printing environment.
- (e) **Upgrades:** The Company is under no obligation to provide the User with Product Upgrades.
- (f) **Authorized User:** The Company shall respond only to the authorized User.
- (g) **Cooperation of User:** If requested by the Company in response to a question from the User or an error report from the User, the User agrees to submit to the Company a listing of any 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 Product on the device operating system version recommended by the Company in order to avail Support Services. Any issues logged against prior versions (N-2 or below) of the Product will not be accepted.
- (i) **Exclusions:** The Support Services do not include the following:
  - (i) Step-by-step installation or configuration of Product (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;
  - (ii) Any problem resulting from the misuse, improper use, alteration, or damage of the Product and Services;
  - (iii) Any problem caused by modifications in any version of the Product not made or authorized by Company;
  - (iv) Any problem resulting from programming not related to the Product and Services, at the Company's discretion;
  - (v) Any problem resulting from the combination of the Product and Services with such other software or hardware equipment to the extent such combination does not constitute regular use of the Product.
  - (vi) Support Services will automatically terminate with respect to any copies of Product that are no longer licensed for use under this Agreement, 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 Agreement.
- (j) **Non-solicitation:** During the term of this Agreement, and for a period of one (1) year following the termination of this Agreement, the User 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.

**SUPPLEMENT-III**  
**SOFTWARE DESCRIPTION STATEMENT**

**1. THIRD-PARTY SOFTWARE/SERVICES:**

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

- Adobe® PostScript® 3 (Adobe and PostScript are registered trademarks of Adobe, Inc.)
- 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
Google Play Developer API, Google Plus SDK, Google Analytics SDK	Google, Inc.
Facebook SDK	Facebook and its licensors

(Epson is a registered trademark of Seiko Epson Corporation. Google is a trademark of Google, Inc. Facebook is a registered trademark of Facebook, Inc.)

(c) The Product utilizes the following Application Programming Interfaces (APIs):

DESCRIPTION	LICENSOR
Facebook	Facebook, Inc.
Flickr™ (This product uses the Flickr API but is not endorsed or certified by Flickr.)	Yahoo! Inc.
Picasa™	Google, Inc.

(Flickr is a trademark of Yahoo! Inc., Picasa is a trademark of Google, Inc.)

**2. COMPANY SUPPLIED OPEN SOURCE SOFTWARE:**

DESCRIPTION	AUTHOR	LICENSE TERMS
Bootstrap 3.3.7	Twitter, Inc.	MIT License – copy attached hereto in Supplement-III (2)(a)
Cordova 5.5.1	The Apache Software Foundation	Apache v2.0 – copy attached hereto in Supplement-III (2)(b)
jQuery 1.10.0	Twitter, Inc.	MIT License – copy attached hereto in Supplement-III (2)(c)
SBJson	Stig Brautaset	License – copy attached hereto in Supplement-III (2)(d)

(a) Bootstrap 3.3.7

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