

**ThinCCo AG**  
**End-User License Agreement**



IMPORTANT: READ CAREFULLY

**NOTICE TO USER:**

THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY), THE LICENSED USER OR REPRESENTATIVE OF THE LICENSED USER AND THINCCO AG ("THINCCO") FOR THE THINCCO SOFTWARE PRODUCT ("PRODUCT") IDENTIFIED ABOVE, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE THE FOLLOWING:

- (A) ASSOCIATED MEDIA, PRINTED MATERIALS, AND 'ONLINE' OR ELECTRONIC DOCUMENTATION ("DOCUMENTATION"); AND
- (B) MODIFIED VERSIONS, UPGRADES, UPDATES, PLUG INS, MODULES, ADDITIONS, SAMPLE PROGRAMS, CUSTOMS PROGRAMS, PRE-RELEASES, AND COPIES OF THE SOFTWARE, IF ANY, LICENSED TO YOU BY THINCCO (COLLECTIVELY "UPDATES").

AN AMENDMENT OR ADDENDUM TO THIS EULA MAY ACCOMPANY THE PRODUCT. THINCCO MARKETS AND SUPPORTS THIS PRODUCT WORLDWIDE.

BY OPENING THIS PACKAGE OR DOWNLOADING, COPYING, INSTALLING OR OTHERWISE USING THE PRODUCT AND THE ASSOCIATED DISTRIBUTION FILE(S), YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND WHERE APPROPRIATE.

REGARDLESS OF THE MEDIUM THROUGH WHICH YOU ACQUIRE THE PRODUCT (ELECTRONICALLY, PRELOADED, ON MEDIA OR OTHERWISE), BY INSTALLING, COPYING OR OTHERWISE USING IT, YOU AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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The Product may contain the following software:

"Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");

"Client Software" allows an electronic device ("Device") to access or utilise or be configured or administered by the Server Software.

## 1. Grant of License:

THINCCO grants you the following rights provided you comply with all the terms and conditions of this EULA:

The term "Permitted Number of Devices" means the number of electronic device or devices for which you have duly purchased licenses from THINCCO. THINCCO grants to you a limited, non-exclusive, revocable and non-transferable license ('License') to use the Product in machine readable, object code form only, provided that you agree to the following:

### (a) Installation

Server Software - You may install one (1) copy of the Server Software on a single server. With regard to installation of Server Software, if the installation comprises of more than one (1) component, you may not separate component parts of the Server Software for use on more than one (1) Server. A license pack under this EULA allows you to install additional copies of the Server Software on Servers up to the permitted number of Servers as specified above.

The installation of the Product shall be for the sole purpose of system management including monitoring and managing the Permitted Number of Devices on your company's network. Any other service features of the Server Software provided by THINCCO may only be used to support the same. No other network use is permitted.

You may make only one (1) backup copy of the Product, provided your backup copy is not installed or used on any computer. You must reproduce all proprietary notices including copyright notice(s) on such copy of the Product.

Client Software – The Product is already pre-installed on the latest version of THINCCO device(s) that support the Product. Any other prior version of THINCCO device models may not support this Product. For the purpose of checking compatibility and/or supported Device upgrades required to enable such Devices to be compatible with the Product, please contact: **support@thincco.com**. In the event THINCCO provides a different version of the Client Software for other Devices, you may install the same on any supported Device.

### (b) Use of the Server Software

You may use one (1) copy of the Server Software at any time on the Server(s) for support of Devices. The Server Software may be used to support both the Permitted Number of Devices that you are entitled to, based on the initial purchase of License and any additional purchase of THINCCO licenses for the same Product, which would increase the Permitted Number of Devices. Any attempt to use the Server Software in violation of these limitations is a breach of this Agreement.

### (c) Use of Client Software

You may use the Client Software to access the Server.

(d) Client Access License ('CAL')

You agree to obtain a separate CAL for each supported Device that is desired to be managed by you or that uses the Product, regardless of what software it uses.

(e) Version Matching

Any CAL or Updates must have the same or later version number than the corresponding version number of the Server Software being used.

(f) Subscription Rights

If you have purchased a subscription ('Subscription') to obtain Updates for the Software, the following terms and conditions shall also apply. If you have paid the appropriate Subscription fee and registered your Subscription with THINCCO, your Subscription shall begin on the date the Subscription License is activated and shall continue for a term of one (1) year or as specified in the subscription license term (the 'Subscription Term') purchased thereafter, unless terminated sooner. During the Subscription Term, THINCCO may, from time to time, generally make Updates available for licensing to the public. Upon general availability of Updates during the Subscription Term, THINCCO shall provide to you without additional charge, one (1) copy of each such Update for each copy of the Product that has been originally licensed to you to support up to the Permitted Number of Devices you are entitled to, based on your Subscription for such THINCCO licenses.

You acknowledge that THINCCO may develop and market new or different computer programs which use portions of the Product and which perform all or part of the functions performed by the Product. Nothing contained in this Agreement shall give you any right with respect to such new or different computer programs. You further acknowledge that the Subscription shall be for the Permitted Number of Devices as licensed to you and in this regard, THINCCO does not intend to offer the Subscription in portions/parts in any manner whatsoever.

You also acknowledge that THINCCO is not obligated under this EULA to generally make any Updates available to the public. THINCCO shall have no responsibility under this EULA for the installation of any Updates.

(g) Deploying CALs

You may deploy CALs on a 'per seat' basis only for which you need a separate CAL for each unique Device that access or utilizes the Server Software.

(h) Other licenses

For the purpose of using the Product, you may be required to access functionality provided by other third party entities' products including but not limited to Microsoft operating system products. In such a case, you agree to consult such license agreements for obtaining/purchasing such licenses as required to use such products.

(i) Not for Resale Product

Products identified as 'Not for Resale' or 'NFR' may not be resold, transferred or used for any other purpose other than demonstration, test or evaluation.

(j) Downgrades

In the event you are using earlier versions provided by THINCCO, such earlier version shall be governed by the terms and conditions of that agreement under which the earlier versions were licensed to you and you are not automatically entitled to/licensed the rights and benefits under this Agreement. Therefore, this Agreement and License granted hereunder shall for all practical purposes be treated as a separate Agreement and License.

(k) Reservation of Rights

All other rights, licenses, title and interests in the Products which are not specified or provided for under this Agreement, shall solely belong and continue to vest with THINCCO and shall not be deemed to be granted to you in any manner.

(l) Language

This EULA will be provided in the English language only. English shall be the deemed language that controls the terms of this EULA. If you have received a translation of the EULA in a language other than English, it has been provided for your convenience only.

**2. Upgrades**

For the purpose of utilising a Product identified as an upgrade, you must first obtain/purchase a License as eligible for the upgrade. Upon upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

**3. Additional Software**

This Agreement applies to Updates or feature releases to the original Product for which License is purchased by you, unless other terms along with the Update or feature releases is provided by THINCCO.

**4. Multiplexing**

The hardware or software that reduces the number of Devices directly accessing or using the Server Software does not reduce the number of CALs you may require. The number you need is based on the number of Devices to be controlled or managed by you.

**5. Copyright**

The Product and any copies that you make are owned by THINCCO, and its structure, organization, and code are the valuable trade secrets of THINCCO. The Product is also protected by United States Copyright Law, European Copyright Law and International Treaty provisions. You must treat the Product just as you would any other copyrighted material, such as a book. You may not copy the Product, except as set forth in the 'Installation' section. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Product. You agree not to modify, adapt or translate

the Software. You also agree not to reverse engineer, decipher, decompile, disassemble, create any derivative works based on, or copy (except for back-up as permitted above) or otherwise attempt to discover the source code of the Product, except to the extent such foregoing restriction is expressly prohibited by applicable law.

Trademarks shall be used in accordance with accepted trademark practice, including identification of THINCCO's ownership to the trademarks. Trademarks can only be used to identify printed output produced by the Product and such use does not give you any rights of ownership in that trademark.

Except as stated above, this Agreement does not grant you any intellectual property rights in the Product. This Agreement provides the terms and conditions under which you are licensed to use the Product. It is not an agreement for the sale, assignment or granting any other rights, titles and interests in the Product, other than what is expressly provided for in this Agreement.

#### **6. Limitation on Rights**

You agree not to reverse engineer, decompile, decipher, disassemble, create any derivative works based on, or copy (except for back-up as permitted above) the Product, or otherwise attempt to discover the source code of the Product, except and only to the extent that is expressly permitted by applicable law notwithstanding this limitation.

All other rights which are not specified or provided for under this Agreement, shall solely belong and continue to vest with THINCCO and shall not be deemed to be granted to you in any manner, either directly or indirectly or expressly or by implication.

You acknowledge that THINCCO may develop and market new or different computer programs which use portions of the Product and which perform all or part of the functions performed by the Product. Nothing contained in this Agreement shall give you any rights with respect to such new or different computer programs. You also acknowledge that THINCCO is not obligated under this Agreement to generally make any Updates available to the public. THINCCO shall have no responsibility under this Agreement for the installation of any Updates.

#### **7. Transfer**

You may not rent, lease, sublicense, lend or in any manner transfer any part or whole of the Product to any third party/entity, either directly or indirectly.

You may not transfer your rights to use any part or whole of the Product to any third party/entity in any manner whatsoever, either directly or indirectly.

#### **8. Transfer – Internal**

You may move the Server Software to a different Server.

You may also make a one-time transfer of a CAL from one of your Devices to another.

#### **9. Multiple Environment Software/Multiple Language Software/Dual Media Software/Multiple Copies/Updates**

If the Product supports multiple platforms or languages, or you receive the Product on multiple media, or you otherwise receive multiple copies of the Product, the number of Servers on which all versions of the Product are installed, may not exceed the Permitted Number of Servers which would be specified by THINCCO at the time of granting the License to the Product. You may not rent, lease, sublicense, lend, or transfer versions or copies of the Product you do not use or use, to any third party/entity, either directly or indirectly in any manner whatsoever. If the Product is an Update to a previous version of the Product, you must possess a valid license to use the Update, and you may use the previous version for ninety (90) days after you receive the Update to assist you in the transition to the Update. After such time, you no longer have a license to use the previous version, except for the sole purpose of enabling you to install the Update.

**10. Consent to Use of Data**

You expressly agree that THINCCO and its affiliates may collect and use technical and other information you provide for its internal non-commercial purposes. THINCCO agrees not to use this information in a form that personally identifies you. In the event THINCCO wishes to use your technical and other information for any other purpose, THINCCO expressly agrees to take prior consent from you.

**11. Limited Warranty**

THINCCO warrants to you that the Product will perform substantially under normal conditions in accordance with the Documentation for the ninety (90) day period following your receipt of the Product. To make a warranty claim, you must return the Product to the location where you obtained it along with proof of purchase within such ninety (90) day period. If the Product does not perform substantially in accordance with the Documentation, the entire liability of THINCCO and your exclusive remedy shall be limited to either, at THINCCO's option, the replacement of the Product or the refund of the license fee you paid for the Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR THINCCO'S BREACH OF WARRANTY. THE LIMITED WARRANTY SET FORTH IN THIS SECTION, GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM EACH COUNTRY AND/OR STATE TO STATE OR FROM EACH JURISDICTION TO ANOTHER. IF AN IMPLIED WARRANTY OR CONDITION IS CREATED BY YOUR STATE/JURISDICTION AND FEDERAL OR STATE OR PROVINCIAL LAW PROHIBITS DISCLAIMER OF IT, YOU ALSO HAVE AN IMPLIED WARRANTY OR CONDITION, BUT ONLY AS TO DEFECTS DISCOVERED WITHIN THE NINETY (90) DAY PERIOD. ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.

For further warranty information, please contact THINCCO's Customer Support Department through their website at [www.thincco.com](http://www.thincco.com).

**12. Disclaimer of Warranties**

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 13 ABOVE, PRODUCT IS PROVIDED ON AN "AS IS AND WITH ALL FAULTS" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THINCCO AND ITS SUBSIDIARIES, AFFILIATES, ASSOCIATES, SUPPLIERS, AND AUTHORISED DISTRIBUTORS AND AGENTS

MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY OTHER MATTERS, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OF QUALITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF WORKMANSHIP EFFORT, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE PRODUCT, AND THE PROVISION SUPPORT SERVICES. THINCCO DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE PRODUCT.

(For purposes of this Agreement, 'THINCCO AFFILIATE' shall mean any legal entity where THINCCO has either directly or indirectly fifty percent (50 %) or more of the voting rights/interests or management control. Affiliates, suppliers and authorized distributors and agents are intended to be third party beneficiaries of this Agreement).

Some Countries or States or Jurisdictions do not allow the exclusion of implied warranties or limitations or how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days following your receipt of the Product.

### **13. Limitation of Liability**

IN NO EVENT, WILL THINCCO BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF CRITICAL DATA, FOR LOSS OF BUSINESS OPPORTUNITY, FOR BUGS, VIRUSES, CRASHES, ETC., FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE AND/OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF EITHER THINCCO, ITS SUBSIDIARIES, ITS AFFILIATES, ITS ASSOCIATES, ITS AUTHORISED DISTRIBUTORS, AGENTS AND/OR ITS SUPPLIERS, AND EVEN IF THINCCO, ITS SUBSIDIARIES, ITS AFFILIATES, ITS ASSOCIATES, ITS AUTHORISED DISTRIBUTORS, AGENTS AND/OR ITS SUPPLIERS OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY/ENTITY.

Some Countries or States or Jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. In any event the liability of THINCCO will be limited to either, at THINCCO's option, the replacement of the Product or the refund of the license fee you paid for the Product.

Notwithstanding any damages that you might incur for any reason whatsoever (including limitations, all damages referenced above and all direct or general damages) the entire liability of THINCCO, its subsidiaries, its affiliates, its associates, its distributors, its agents and/or its suppliers under any provision of this Agreement, except for any remedy of repair or

replacements elected by THINCCO, with respect to any breach of the Limited Warranty, shall be limited to the greater of the amount actually paid by you for the Product or USD 1 (US One Dollar only). The foregoing limitations, exclusions and disclaimers (including Sections 11, 12 above and this Section 13, shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

#### **14. Disclaimer on Java Support**

THIS PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIR CRAFT NAVIGATION OR COMMUNICATION SYTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OR JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

#### **15. Term and Termination**

The License granted to you pursuant to this Agreement shall be effective on the date you acquire the License to the Product and your acceptance of the terms and conditions in this Agreement and it shall remain in force for such specified period as may be determined by THINCCO at the time of granting you the License to the Product or in the absence of any specified time period, till such time either party terminates the Agreement by providing the other a notice of fifteen (15) days.

THINCCO, without prejudice to any of its other rights and without any notice may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. In such an event, you must destroy all existing Product, copies and all of its component parts along with Documentation furnished by THINCCO under the terms and conditions of this Agreement. A certificate of destruction signed by you shall be submitted to THINCCO within seven (7) days from the termination of this Agreement.

You may terminate this Agreement at any time by removing the Product from your computer and destroying all copies of it in your possession. You shall ensure un-installation of the Product from your Server at the time of removing the Product. The instructions to de-install the Product will be provided to you by THINCCO upon request.

You agree that termination of this Agreement shall be deemed to be a simultaneous termination of the License rights granted by THINCCO to you under this Agreement and consequently, you shall forthwith take all necessary action to ensure that you and all your related companies and authorised representative/s cease to use the License to any part or whole of the Product.

#### **16. Governing Law and General Provisions**

The laws of Switzerland will govern this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect

the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

#### **17. Arbitration**

All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided in accordance with the Rules of International Chambers of Commerce. The seat for arbitration will be at Zurich.

#### **18. Notice to U.S. Government End Users**

*The Software and Documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202 as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (A) only as Commercial Items and (B) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Manufacturer is THINCCO AG, Underbachstrasse 24, CH-6318 Walchwil, Switzerland.*

#### **29. Verification of Compliance with Licenses**

If you are a business or organization, you agree that upon request of THINCCO or THINCCO's authorized representative, you will within thirty (30) days fully document and certify that your use of any and all Product and Documentation at the time of the request is in conformity with your valid Licenses from THINCCO.

#### **20. Sample Programs/Custom Program**

The Product may contain sample programs that are furnished by THINCCO as examples. These examples have not been thoroughly tested under all conditions.

The Product may also contain programs that were custom-written by THINCCO on your behalf.

THINCCO cannot guarantee or imply reliability, serviceability, or function of these sample/custom programs. In this regard, you expressly agree not to copy, modify, or distribute these sample/custom programs in any form without the express written consent of THINCCO and subject to such payment terms as may be specified by THINCCO.

You expressly agree that THINCCO does not state that it certifies or guarantees the operation of the sample/custom programs or modifications thereof, with any hardware and/or software. THINCCO does not guarantee that any of the sample/custom programs contained in the Product will ever be made generally available.

These sample/custom programs may require additional software to operate. The right to redistribute a sample/custom program does not include the right to redistribute software or hardware that is a prerequisite for its operation or to use the Product in any manner other than the purpose specified under this Agreement.

## **21. Technical Support**

THINCCO provides technical support for the Product. This support may be provided at an additional cost and may not be free. Use of support/technical services is governed by the policies and programs of THINCCO described in the user manual, in "on line" documentation and/or other materials provided by THINCCO. Any supplemental software code provided to you as part of the support/technical services shall be subject to the same terms and conditions of this Agreement. With respect to technical information you provide to THINCCO as part of the support/technical services, THINCCO may use such information for its internal development purposes, including for product support and development.

Please contact [support@thincco.com](mailto:support@thincco.com) for the latest pricing on support/technical contracts.

## **22. Pre - Release Components**

The Product may include components containing pre-release code that may be modified substantially before general availability. These pre-release components may not be at the level of performance or compatibility or stability of generally available Product. THINCCO does not guarantee that any of the pre-release components contained in the Product will ever be made generally available.

## **23. License Enforcement Technology**

Components of the Product may contain disabling mechanisms that will prevent such components from being used or re-installed or re-activated after the expiration of the period as specified by THINCCO in the License. Components of the Product may also contain mechanisms that enforce limits on the Permitted Number of Devices or restrict the operation of the Product to a specific Device. You agree not to tamper with these disabling mechanisms or the components.

## **24. Intellectual Property Rights**

The Product is protected by copyright and other intellectual property laws and treaties. THINCCO, its subsidiaries, affiliates and associates, either severally or jointly, solely and exclusively own all title, rights, licenses and interests and other intellectual property rights in the Product.

### Trademarks

ThinCCo, ExpressExchange, tranQuility, Tisio and ThinCCo Device Manager are trademarks of THINCCO. All other trade marks of any third party(s) or entity not included in the list as mentioned above shall belong solely and exclusively to such third party(s) or entities.

**ENDS**

## **25. Indemnity**

You agree to indemnify and hold THINCCO and its subsidiaries, its affiliates, its associates, its distributors, its suppliers, its officers, its agents or other partners, and/or its employees and representatives harmless from any claim or demand, made by any third party due to or arising out of any suits, claims, disputes or such differences which are brought directly against THINCCO by a third party as a consequence of breach of the terms and conditions of this Agreement by you. You shall at your sole cost assist THINCCO in defending such suits, claims, disputes or differences including reasonable attorneys' fees.

Further, you shall at all times keep THINCCO fully indemnified against all claims, actions, proceedings and demands including any costs, loss, damages suffered by THINCCO on account of the breach by you of any of the terms and conditions contained in this Agreement or your violation of any rights of another.

## **26. Entire Agreement**

This Agreement (including any addendum or amendment to this Agreement which is included with the Product) and the CAL, is the entire agreement between you and THINCCO relating to the Product and the support services (if any) and it supercedes all prior or contemporaneous oral or written communications, proposal and representations with respect to the Product or any other subject matter covered by this Agreement. This Agreement also covers any Updates provided for by THINCCO unless such Updates are specifically covered under a separate agreement. To the extent the terms of any policies and/or programs laid down by THINCCO for support services of the Product conflict with the terms of this Agreement, the terms of this Agreement shall prevail.