

Software: Brother Print SDK [Android]

End-User License Agreement for Brother Software (only for the evaluation)

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- a. To install, record and use the Software on one or more of User’s computer(s), within an area of User’s one facility subject to the terms and conditions of this Agreement. For the purpose of this Section, “User’s computer(s)” may include network servers: provided that User must not install or record the Software on any storage from which the Software would be available for downloading to any client located out of the above area. User shall not use the Software for commercial use.
- b. In connection with User’s application software having function to print with MPrinters (“UASoftware”), to use the Software only for the internal purpose of design, engineering, development, test and evaluation of printing function of such UASoftware, on the condition that User strictly complies with the following provisions .
  - (a) For the purpose of developing certain functions of UASoftware which may make certain printing outputs on Mprinters, user shall have the right to incorporate certain files, as listed in [Redist.txt] in its UASoftware, without any modification or alteration to the original files and/or data provided from Brother.

(b) In addition to the rights provided under Section 2b(a) immediately above, user shall have the right to modify and/or alter certain files, as listed in [Redist2.txt]by incorporation in its UASoftware.

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- (c) is rightfully received by User from a third party without a duty of confidentiality;
- (d) is disclosed by Brother to a third party without imposing a duty of confidentiality;
- (e) is independently developed by User; or
- (f) is disclosed by User with Brother's prior written approval.

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- a. This Agreement will become effective upon User's acceptance thereof and shall continue in effect, unless the parties agree to expire this Agreement.
- b. Notwithstanding Section 7a above, Brother may terminate this Agreement upon the following cause:
  - (a) User breaches any of the provisions hereof,
  - (b) Otherwise Brother has reasonable ground for termination.

In case of such termination, User shall have an obligation to collect any and all copies of the Software (and any components thereof) and completely erase the same.

- c. Notwithstanding the termination of this Agreement under Section7b above, Section6, 11 and 12 shall continue in effect in perpetuity.
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User may at its sole discretion provide Brother and/or its affiliates with its suggestions or other technical information relating to the Software. User agrees and acknowledges that such information is provided voluntarily, and that Brother and/or its affiliates may freely use such information at its sole discretion. Brother agrees not to disclose or divulge User's name or other identification as the source of such information.

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(b) For UASoftware. User shall at its sole costs and expense provide end users any and all support services relating to UASoftware. Brother shall not have any obligation to provide end users support services relating to any UASoftware.

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