

XEROX CORPORATION
CPD XEROX® DIGITAL ALTERNATIVES – ANDROID CLIENT
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If the Android Client enables access to any internet-based services, your use of those services will be subject to the separately-provided terms of use of such services.

In this Agreement, “Android Client Provider” means Xerox Corporation, the entity that is licensing the Android Client to you, as identified in the Android Market (“Phone Provider Marketplace”).

In this Agreement, “Phone Provider” may mean Google Inc. (“Google”), developer of the “Android” phone operating system, or any other company that provides a mobile device based on the “Android” operating system.

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- c. You acknowledge that your use of the Android Client creates data traffic.
- d. You acknowledge that Android Client Provider may change the functionality and features of the Android Client from time to time without notice to you.

- e. Installation and use of the Android Client requires a user registration with the Android Client Provider. User Registration with the Android Client Provider permits you to submit documents or other materials via email to devices registered with the Android Client Provider (“Email Submission”). You acknowledge that your installation and use of the Android Client may enable access to devices owned or managed by third parties as well as to other materials, products, or services of third parties (collectively and individually “Third Party Products”) either directly from the Android Client or via Email Submission. You agree that the Android Client Provider is not responsible for examining or evaluating the security, accuracy, interoperability or reliability of any Third Party Products and that the Android Client Provider does not warrant and will not have any liability or responsibility for any Third Party Products or your acquisition or use of Third Party Products. Your acquisition and/or use of Third Party Products may be subject to additional terms and conditions and may require additional fees or costs. The owner or manager of each Third Party Product is solely responsible for that Third Party Product and for (i) any additional terms and conditions relating to the acquisition and use of; (ii) the security, accuracy, interoperability or reliability of; (iii) any warranties for and (iv) any claims that you or any other party may have relating to that Third Party Product. If you access or use Third Party Products, you acknowledge that your email address will be disclosed to the provider of such Third Party Product for the purpose of completing your order and for their internal management and administrative purposes.
 - f. With Email Submission, the Android Client Provider may permit you to store documents or other materials for a temporary period of time. This temporary storage is offered as a convenience for you and is not designed or intended to operate as a primary or back-up copy of any document or material you submit. You are solely responsible for maintaining the primary copy and any back-up or archive copy of any document or material you submit. The Android Client Provider does not represent or warrant that any document or material you submit will be available for printing or be maintained or stored until printed and will not have any liability or responsibility for the loss of any document or material you submit via Email Submission.
2. INTERNET-BASED SERVICES. Your use of the Android Client and/or Email Submission may require the use of internet-based services provided by the Android Client Provider, its suppliers, and your wireless carrier. In addition to the following, your use of such services is subject to the terms provided to you by the Android Client Provider and/or your wireless carrier, with which you agree to comply.
- a. Consent for Internet-Based or Wireless Services. The Android Client may connect to computer systems over an internet-based wireless network. In some cases, you will not receive a separate notice when they connect. Using the Android Client and/or Email Submission operates as your consent to the transmission of your information (including but not limited to technical information about your device, system and Android Client software, and peripherals as well as any document or material you submit for printing) via internet-based or wireless services. Your information may be transmitted, stored and processed in the United States or any other

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- b. Misuse of Internet-based Services. You may not use any internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.
3. CONSENT TO COLLECTION AND USE OF DATA. The Phone Provider and the Android Client Provider collect and/or store information from you when you download the Android Client. This information includes: your location, your email address, your login, your password, your list of documents sent and your document files. In addition, the Android Client may collect and/or store certain information automatically, such as the type of mobile device you use, your mobile operating system, and information about the way you use the Android Client. The Android Client Provider may use statistical data, trends and usage information derived from your information and your use of the Android Client for the purpose of providing, operating, maintaining and/or improving the Android Client functionality and experience, and the products and services used to deliver the Android Client functionality. The Android Client will also collect (but not store) precise information about the location of your device (the Android Client will read a user location data object from the mobile device operating system). We use your location information to provide the Android Client services you request of the Android Client. We may disclose user provided and automatically collected information: (a) as required by law; (b) when we believe, in good faith, that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request; and (c) to our suppliers who work on our behalf. Your information may be transmitted, stored and processed in the United States or any other country in which the Android Client provider, its suppliers, or your wireless carrier maintain facilities. You may opt out of allowing access to your information by uninstalling the Android Client from your device. By using the Android Client and/or Email Submission, you consent to the transfer, storage and processing of user provided and automatically collected information by Android Client Provider, its suppliers, and your wireless carrier, as described in this Agreement. For further information please read Xerox's Privacy Policy at <http://www.xerox.com/about-xerox/privacy-policy>.
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 - a. use the Android Client and/or Email Submission in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;

- b. use the Android Client and/or Email Submission in a way that would subject Android Client provider, its suppliers, or your wireless carrier to obligations or liabilities under laws or regulations that would not otherwise apply to the Android Client;
 - c. use the Android Client and/or Email Submission in any way designed to or to attempt to introduce a virus or malware to the network or devices on the network; send unsolicited bulk or commercial messages; or create a denial of service attack;
 - d. work around any technical limitations in the Android Client;
 - e. reverse engineer, decompile or disassemble the Android Client, except and only to the extent that applicable law expressly permits, despite this limitation;
 - f. make more copies of the Android Client than specified in this Agreement or allowed by applicable law, despite this limitation;
 - g. publish or otherwise make the Android Client available for others to copy;
 - h. rent, lease or lend the Android Client; or
 - i. transfer the Android Client or this Agreement to any third party.
5. DOCUMENTATION. If documentation is provided with the Android Client, you may copy and use the documentation for your internal, reference purposes.
6. EXPORT RESTRICTIONS. The Android Client is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Android Client. These laws include restrictions on destinations, end users and end use. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
7. SUPPORT SERVICES. The Android Client is provided “as is.” Contact the Android Client Provider to determine if any support services are available. Your Phone Provider, your phone manufacturer, and your wireless carrier are not responsible for providing support services for the Android Client.
8. ENTIRE AGREEMENT. This Agreement, and the terms of supplements and updates are the entire agreement for the Android Client.
9. APPLICABLE LAW.
- a. United States. If you acquired the Android Client in the United States, New York state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the Android Client in any other country, the laws of that country apply.

10. LEGAL EFFECT. This Agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the Android Client Provider from whom you acquired the Android Client. This Agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

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13. Indemnification. You agree to indemnify, defend and hold harmless Android Client Provider, its officers, directors, employees, agents and affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any violation of this Agreement or any activity related to use of the Android Client (including but not limited to negligent or wrongful conduct) by you or any other person accessing the Android Client on your behalf.

14. Termination. Android Client Provider reserves the right to make changes to the terms of this Agreement with or without notice from time to time. If you do not agree to the new terms, then you must cease use of the Android Client and Email Submission. This Agreement and the license granted hereunder may be terminated by Android Client Provider without notice if you materially

breach any of the terms or conditions herein. If this Agreement terminates, all rights granted to you by this agreement will automatically terminate and you will cease to have any rights to use the Android Client.

15. Additional Terms and Conditions

Certain code included in the Android Client is subject to the following terms:

Apache License² Version 2.0, January 2004

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