

## NeoEdge X

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#### V1.0

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  - 2.4.3 Licensor provides 5x8 customer support, including the following time zone:  
  
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10.1 Subject to the terms of this Agreement, each Party shall maintain as confidential and avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party shall protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party shall restrict Confidential Information to individuals who need to know such Confidential Information

and who are bound to confidentiality obligations at least as protective as the restrictions described herein. Except as otherwise permitted under this Agreement, neither Party shall use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement or as necessary for proper use of Software. Each Party shall promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information.

- 10.2 If and to the extent required by Law, Receiving Party may disclose or produce Confidential Information, provided that Receiving Party shall give reasonable prior notice to Disclosing Party (and where prior notice is not permitted by Law, notice will be given as soon as Receiving Party is legally permitted) to permit Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement shall not be considered to render it non-confidential, and Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.
- 10.3 Except for the portion of Software and Documentation disclosed by Licensor as non-confidential information, Parties agree that Software and Documentation constitute Confidential Information of Licensor.
- 10.4 In the event that either Party breaches its confidentiality obligations hereunder intentionally or through negligence and causes damage to the other Party, the breaching Party shall compensate the other Party for the losses suffered by the other Party as a result of such breach.
- 10.5 The confidentiality obligations set forth herein shall continue to be binding after the expiration, termination, or rescission of Agreement for a period of TWO (2) years except as otherwise required by Law, after which each Party shall return or destroy the other Party's Confidential Information in its possession or control.

## **11. TERM AND TERMINATION**

- 11.1 This Agreement shall take effect starting on Effective Date and continue in full force and effect until terminated or expired as set forth herein.
- 11.2 Subject to the terms of and unless otherwise stated in this Agreement, either Party wishing to terminate this Agreement shall provide written notice to the other Party THIRTY (30) calendar days in advance.
- 11.3 Unless otherwise stipulated between Parties, either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure the breach within FIFTEEN (15) days (or such other period as may be agreed upon by Parties in writing) following its receipt of written notice of the breach from the non-breaching Party.
- 11.4 Upon termination or expiration of this Agreement, Licensee's right to use Software under License will terminate, and Licensee's right to use or access Software shall be forfeited.
- 11.5 The termination or expiration of this Agreement shall not relieve Licensee of the obligation to settle any outstanding fees that have accrued prior to such termination or expiration, nor shall such termination or expiration entitle Licensee to any

refund to the extent that any refund policy set forth herein does not apply.

- 11.6 Within 30 days (or such other period as may be agreed upon by Parties in writing) following termination or expiration of this Agreement for any reason and on Licensee' s written request at any time before termination or expiration, Licensee shall extract or delete from Software all Licensee Data to its own benefits, with support from Licensor as reasonably requested by Licensee, and undeploy or remove Software from all Devices.
- 11.7 Provisions herein governing Proprietary Rights, Confidential Information, Licensee Data, liabilities, indemnification, termination, miscellaneous, and definitions and any perpetual right or license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving termination or expiration, shall survive the termination or expiration of this Agreement, to the extent any nonuse or nondisclosure obligations will expire in the given period or periods as stated herein following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

## 12. MISCELLANEOUS

- 12.1 In the event of any hindrance or delay in the delivery or provision of Software due to war (declared or not), fire, flood, hurricane, earthquake, other natural disasters, political turmoil, government sanctions or restrictions, shortage of supplies, or any other force majeure events or events that are beyond the reasonable control of either or both Parties, Licensor may choose to postpone or suspend the delivery or provision of Software.
- 12.2 Code of Anti-Corruption and Integrity and Compliance of Law
- 12.2.1 Each Party covenants and agrees to never accept or demand any bribes or other unlawful benefits from the other Party, nor offer or provide the same thereto. Each Party also covenants and agrees to never engage, directly or indirectly, in any self-serving activities that may compromise the integrity of this Agreement. If either Party becomes aware of any of the foregoing circumstances, it shall report to the other Party and provide relevant evidence.
- 12.2.2 Either Party shall not solicit or induce the other Party' s personnel to resign or breach their duties for the benefit of the other Party during the term of this Agreement.
- 12.2.3 Each Party warrant that all information and documents provided by it hereunder are authentic and accurate, with no intentional concealment or fraudulent misrepresentation.
- 12.2.4 Each party shall comply with environmental protection regulations and relevant international standards, appropriately safeguard the natural environment, and, in the conduct of its business activities, strive towards the goal of sustainable environmental development.
- 12.2.5 Each party shall, in its business and operations, considering cost-effectiveness, technology, and financial feasibility, make best efforts to avoid, mitigate, or control pollution of water, air, and land and minimize adverse impacts on human health and the environment.
- 12.2.6 Licensee represents and warrants that its purchase of license to Software and its direct and indirect access and

use thereof comply with all applicable Law on the export and import control of cloud computing and information technologies to which Software is subject to in all relevant jurisdictions. Licensor shall not be held responsible for Licensee' s losses, damages, or expenses arising out of Licensee' s failure to comply with such Law or any restriction, suspension, or termination of Software imposed on Licensee due to such Law or as a result of compliance with such Law. Licensee shall indemnify and hold harmless Licensor from any losses, damages, or expenses incurred to Licensor as a result of Licensee' s breach of this provision.

12.2.7 In the event that any information or data that Licensee discloses to Licensor contains personal data as regulated by applicable Law, Licensee consents to Licensor collecting, processing, and using the personal data for the sole purpose of performing this Agreement. In the event that the personal data pertains to a third party, Licensee agrees to obtain the necessary consent from such third party prior to disclosing it to Licensor. Licensor shall not disclose the personal data to a third party, except when required by Law or:

12.2.7.1 When required by judicial, supervisory, or law enforcement agencies for crime investigation or evidence collection;

12.2.7.2 When required by other government agencies for the exercise of public authority with legitimate causes; or

12.2.7.3 When required by agencies or organizations related to public safety for emergency and rescuing purposes.

### **13. AMENDMENT**

13.1 Licensor may amend, supplement, or replace the whole or any part of this Agreement by giving THREE (3) Business Days' notice thereof to Licensee, and any such amendment, supplement, or replacement shall take effect as from the date specified in such notice. Any such notice given by Licensor shall constitute good and sufficient notice thereof to Licensee by Licensor and shall be considered to have been received by Licensee.

13.2 By continuing using Software after any notice of any amendment, supplement, or replacement of this Agreement is given by Licensor, Licensee shall be considered to have agreed to be bound by this Agreement or as so amended, supplemented, or replaced.

13.3 Licensor will not notify Licensee of minor changes in language correction made to this Agreement with no change to the intent of the same.

### **14. NOTICE**

14.1 All notices and communications by Licensor to Licensee may be sent or dispatched to Licensee by delivery, post, e-mail or facsimile transmission or any other means considered appropriate by Licensor to any Licensee' s email or other address or facsimile number appearing in any record of Licensee maintained by Licensor or from which any communication from Licensee to Licensor was dispatched or issued or otherwise last known to Licensor. Any such notice, demand, or

communication addressed and so dispatched to Licensee shall be considered to have been received by Licensee:

14.1.1 In the case of dispatch by e-mail or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by Licensor; and

14.1.2 In the case of dispatch by delivery to Licensee' s address, on the date and at the time it is so delivered or left at that address.

14.2 All notices and requests from Licensee to Licensor shall be in writing and be delivered to Licensor' s address as provided herein, unless Licensor specifies to Licensee otherwise. Any notice made by Licensee to Licensor that fails to conform the requirements herein shall be deemed ineffective and invalid.

## 15. JURISDICTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of Taiwan and both Parties hereby submit to the exclusive jurisdiction of the courts of Taiwan.

## 16. ENTIRETY

16.1 This Agreement constitutes the entire agreement between Parties relating to the subject matter hereof, and there are no other representations, understandings, or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Licensee and Licensor, and neither any of its Affiliates nor otherwise a party other than Licensee or Licensor are a party to this Agreement.

16.2 NEITHER **PARTY** SHALL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS **AGREEMENT** (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN WRITING SIGNED BY BOTH **PARTIES**.

## 17. SEVERABILITY

17.1 Any part of this Agreement, including any term thereof, that is invalid, unenforceable, or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the validity, enforceability, or legality of any other part of this Agreement, which shall continue to be valid, enforceable, and legal to the fullest extent permitted by Law.

## 18. NONWAIVER

18.1 Any failure or delay by either Party to exercise or partially exercise any right, power, or privilege under this Agreement will not be considered a waiver of any such right, power, or privilege under this Agreement. No waiver by either Party of a

breach of any term, provision, or condition of this Agreement by the other Party shall constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver shall be valid unless executed in writing by Party making the waiver.

**19. ASSIGNMENT AND THIRD PARTY RIGHTS**

- 19.1 Neither Party shall assign the rights and obligations under this Agreement to a third party without the written consent of the other Party; otherwise, it shall be considered a breach hereof and the other Party is entitled to terminate this Agreement. Notwithstanding the foregoing, and without gaining the other Party' s written consent, Licensor may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise, and Licensee may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Licensee' s account or Licensee' s entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer, or delegation in contravention thereof shall be null and void. This Agreement shall inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 19.2 Except as specified herein with respect to Licensee/Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Parties and the respective successors or assigns of Parties, any rights, remedies, obligations, or liabilities whatsoever.