

NeoEdge End User License Agreement

V1.1

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- 1.14 “**NeoEdge X**” refers to the software running on the Licensee’ s device, providing standard applications for data acquisition, processing, and transfer capabilities.
- 1.15 “**Remote Access**” refers to the software running on Licensee’ s device, providing access capability from NeoEdge Central Cloud Edition and Enterprise Edition software.
- 1.16 “**Advanced App**” refers to any software running on the Licensee’ s device that does not belong to the standard applications of NeoEdge X.
- 1.17 “**Software**” refers to NeoEdge Central Cloud Edition, NeoEdge Central Enterprise Edition, NeoEdge X, Remote Access and Advanced App.
- 1.18 “**System Data**” means data and data elements, excluding any Licensee Data, collected by Software or otherwise provided to Licensor, if applicable, regarding upgrade, support, maintenance, configuration, environment, usage, performance, vulnerabilities, and security of Software that may be used to generate logs, statistics, and reports regarding upgrade, support, maintenance, performance, availability, integrity, and security of Software.

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2.3.1 Trial Plan

2.3.1.1 Licensee shall fill in Licensee' s information and submit a trial application for NeoEdge Central Cloud Edition online to Licensors. Licensors reserves the right for the final review and approval.

2.3.1.2 The period of trial plan is set to one month by default. Before the trial period expires, Licensee may apply to Licensors for an extension of the trial period. Licensors reserves the right for the final review and approval.

2.3.1.3 During the trial period, Licensors provides 2 sets of complimentary NeoEdge X software licenses, allowing Licensee to deploy them on up to 2 devices.

2.3.1.4 During the trial period, Licensors provides 1 Remote Access software licenses, allowing Licensee to remote access up to 1 devices.

2.3.1.5 The Remote Access license is counted based on each unique connection established by NeoEdge Central Cloud Edition.

2.3.1.6 Under the subscription model, all software running on the Licensee' s device will stop normal functionality if it remains disconnected from NeoEdge Central Cloud Edition for more than 7 days.

2.3.1.7 At the end of the trial period, if Licensee chooses not to extend the trial plan or switch to another plan, Licensors will remove Licensee' s trial data.

2.3.1.8 The Trial plan is a free-of-charge plan.

2.3.2 Standard Plan

2.3.2.1 Licensee shall sign the NeoEdge Central Cloud Edition Service Agreement with Licensors before the effective date of NeoEdge Central Cloud Edition service.

2.3.2.2 Licensee may only choose one of the service plans set forth in the Agreement.

2.3.2.3 Under the subscription model, all software running on the Licensee' s device will stop normal functionality if it remains disconnected from NeoEdge Central for more than 7 days.

2.3.2.4 Licensors reserves the right to temporarily suspend Licensee' s service for using NeoEdge Central Cloud Edition services in the event that Licensee delays any due payment, with prior notice of 3 days.

2.3.2.5 During the period of NeoEdge Central Cloud Edition service suspension:

Licensee will be unable to configure, deploy, or manage devices through NeoEdge Central Cloud Edition.

All software running on the Licensee' s device will be shutdown afterward.

2.3.2.6 The Remote Access license is counted based on each unique connection established by NeoEdge Central Cloud Edition.

2.3.2.7 When the number of days of unpaid fees exceeds 15 business days, Licensors reserves the right to terminate Licensee' s account permanently. Licensee' s account will transition into termination mode.

2.3.2.8 Upon termination or expiration of the NeoEdge Central Cloud Edition service, Licensor will transition the service into termination mode at the agreed-upon time.

2.3.2.9 Under the termination mode of NeoEdge Central Cloud Edition:

Licensee will be unable to configure, deploy, or manage devices through NeoEdge Central Cloud Edition.

All software running on the Licensee's device will be shutdown afterward.

2.3.2.10 Licensor shall not be responsible for any impacts due to the termination of NeoEdge Central Cloud Edition services, including but not limited to Licensee's failure to manage devices, or any resulting effects on other related operational activities or increased costs.

2.3.2.11 The Standard Plan provides 5x8 customer support, including the following time zone:

2.3.2.12 Asia/Taipei, UTC+8, 09:00 ~ 12:00, 13:00 ~ 18:00, Monday ~ Friday, excluding Taiwan's national holidays.

2.3.2.13 During the Standard Plan period, if Licensee requires an upgrade to the Premium Plan, Licensee may initiate the service change process with Licensor.

2.3.3 Premium Plan

2.3.3.1 The Premium Plan shall include the basic content and service terms of the Standard Plan.

2.3.3.2 When Licensee's needs cannot be fulfilled through the Standard Plan, Licensor may tailor solutions for Licensee through the Premium Plan.

2.3.3.3 The Premier Plan content may include, but not limited to:

24/7 customer service

IoT project and devices operation hosting services

IoT security consulting services

Application software customization services

IoT technology and application education and training services

2.4 For perpetual model, Licensor hereby offers NeoEdge Central Enterprise Edition software for Licensee to self-managed at any place with following conditions:

2.4.1 Each NeoEdge Central Enterprise Edition instance is bound to either a fully qualified domain name (FQDN) or an IP address. If the FQDN or IP address changes after binding, NeoEdge Central Enterprise Edition will stop functioning normally.

2.4.2 The license for all NeoEdge X、Remote Access and Advanced App software purchased by the Licensee is bound to a specific NeoEdge Central Enterprise Edition instance and cannot be transferred to other NeoEdge Central Enterprise Edition instance.

- 2.4.3 The Remote Access license is counted based on each unique connection established by NeoEdge Central Enterprise Edition.
- 2.5 Licensor reserves the right to monitor and conduct audits on Licensee' s transference of licenses for compliance of the terms herein. In the event that such audits reveal violations of the terms, Licensee shall, notified by Licensor, promptly remedy the violations, including removing and uninstalling unauthorized Software or Software Modules from the violating devices. Notwithstanding the above, Licensor reserves the right to terminate this Agreement for such violations without relieving Licensee' s duty of such remediation. Licensee may, immediately upon Licensor' s consent, purchase the appropriate and sufficient licenses to cover the violating devices. Licensee shall be liable to and reimburse Licensor for any associated costs incurred in the audits for finding such violations.
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9. INDEMNIFICATION

- 9.1 Licensor shall, at its expense, defend Licensee Indemnified Parties from and against any and all claims, actions, proceedings, and suits brought by a third party ("**Claims**") to the extent arising out of or alleging of any of the following: (A) infringement, misappropriation, or violation of any Proprietary Rights by Software or Documentation or Licensee' s use thereof as permitted under this Agreement; and (B) any unauthorized access, use, or disclosure of Licensee Data resulting from breach of Licensor' s obligations under the terms of this Agreement or any violation by Licensor of Law. Licensor shall pay all costs, damages, and amounts finally awarded by a court or agreed upon in settlement and any government fines and penalties assessed against or incurred by Licensee Indemnified Parties in any such Claims.
- 9.2 Licensee shall, at its expense, defend Licensor Indemnified Parties from and against any and all Claims to the extent arising out of or alleging of any of the following: (A) infringement, misappropriation, or violation of any Proprietary Rights by Licensee Data or Licensor' s use thereof or of Licensee' s other materials or data as permitted under this Agreement; and (B) any unauthorized or unlawful processing of Licensee Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from any inaccuracy or breach of Licensee' s representations, warranties, or obligations under this Agreement. Licensee shall pay all costs, damages, and amounts finally awarded by a court or agreed upon in settlement and any government fines and penalties assessed against or incurred by Licensor Indemnified Parties in any such Claims.
- 9.3 The party or parties seeking indemnification pursuant hereto (each, an "**Indemnified Party**" and collectively, "**Indemnified Parties**") shall give the other Party ("**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release Indemnifying Party from any obligations hereunder except to the extent that Indemnifying Party is prejudiced by such failure. Indemnified Parties shall give Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at Indemnifying Party' s expense. Indemnifying Party will keep Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. Indemnifying Party will control the defense or settlement of the Claim, provided that Indemnifying Party, without Indemnified Parties' prior written consent: (A) will not enter into any settlement that; (I) includes any admission of guilt or wrongdoing by any Indemnified Party; (II) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay hereunder; (III) imposes any

non-monetary obligations on any Indemnified Party; and (IV) does not include a full and unconditional release of any Indemnified Parties; and (B) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in subsection (A) above. The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by Law.

- 9.4 Licensor shall have no liability or obligation hereunder with respect to any Claim to the extent attributable to any: (A) modifications to Software or Documentation not provided by Licensor; (B) use of Software or Documentation in combination with third-party equipment, software, or materials not provided or made accessible by Licensor or not specifically referenced for use with Software or Documentation; or (C) use of Software or Documentation by Licensee in breach of this Agreement.

10. CONFIDENTIALITY

- 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 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.