

NeoEdge End User License Agreement

V1.1

This End User License Agreement ("**Agreement**") is entered into between you or the entity you legally represent ("**Licensee**") and the eCloudEdge entity as defined below ("**Licensor**") and contains the terms and conditions that govern **Licensee**' s access to and use of the software as defined below ("**Software**").

LICENSOR PROVIDES SOFTWARE TO LICENSEE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK A BUTTON NAMED "ACCEPT," "SUBSCRIBE," "PURCHASE," OR "CREATE CONTRACT" OR THE LIKE OR CHECKBOX PRESENTED WITH THESE TERMS AND CONDITIONS VIA ANY SERVICE OFFERINGS DELIVERING SOFTWARE, WHEN YOU FIRST LOG INTO, ACCESS, OR USE SOFTWARE, OR WHEN YOU DEPLOYS SOFTWARE OR ANY OF ITS MODULES, COMPONENTS, OR FUNCTIONALITIES (COLLECTIVELY, "SOFTWARE MODULES") ON AN IOT GATEWAY, SIMILAR GATEWAY, OR COMPUTER, OR HARDWARE DEVICE HAVING SIMILAR FUNCTIONS TO A GATEWAY ("DEVICE"), WHICHEVER IS THE EARLIEST ("EFFECTIVE DATE"), WHEREBY YOU: (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; (B) REPRESENT AND WARRANT THAT: (I) YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER; AND (II) IF LICENSEE IS A CORPORATION, PARTNERSHIP, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS; AND (C) ACKNOWLEDGE THAT LICENSEE IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN LICENSEE AND LICENSOR. IF YOU OR THE ENTITY YOU LEGALLY REPRESENT DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE SOFTWARE TO YOU OR THE ENTITY YOU LEGALLY REPRESENT, WHICH THEN MUST REFRAIN FROM USING OR DEPLOYING SOFTWARE.

Licensor and Licensee ("**Parties,**" or each, "**Party**") agree as follows:

1. DEFINITIONS

- 1.1 "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or under common control with a Party and includes such entity' s directors, officers, managers, employees, advisors, agents, and representatives, or those of any Affiliate, in each case where control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity whether through ownership of voting securities, by contract, or otherwise.
- 1.2 "**Authorized User**" means an employee, contractor, or agent of: (A) Licensee or (B) an individual or entity that directly or indirectly controls, is controlled by, or is under common control with Licensee, where "control" means ownership of greater than FIFTY (50) percent of the outstanding voting securities, insofar as such control exists, provided that such employee, contractor, or agent has been authorized by Licensee to access and use Software under the rights granted to Licensee pursuant to this Agreement, solely in support of the internal operation of Licensee or such individual or entity, or in connection with the products and services of, but not as a stand-alone product or service of, Licensee or such individual or entity.

- 1.3 “**Business Day(s)**” means a day or days other than a Saturday, a Sunday, or any other day on which the principal banks located in Taiwan (R.O.C.) are not open for business.
- 1.4 “**Confidential Information**” means any nonpublic information directly or indirectly disclosed by either Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) or accessible to Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including, without limited to, technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, information of employees and Authorized Users, organizational and personnel information, business and marketing plans, business processes, and other technical, financial, or business information, and any third party information that Disclosing Party is required to maintain as confidential. Confidential Information does not include any information that: (A) was publicly known or made generally available to the public prior to the time of disclosure; (B) becomes publicly known or made generally available after disclosure through no fault of Receiving Party; (C) is in the possession of Receiving Party, without restriction as to use or disclosure, at the time of disclosure by Disclosing Party; (D) was lawfully received, without restriction as to use or disclosure, from a third party not having an obligation of confidentiality or restriction on use itself; or (E) is developed by Receiving Party independently from this Agreement and without use of or reference to Disclosing Party’ s Confidential Information or Proprietary Rights.
- 1.5 “**Documentation**” means the user guides, manuals, handbooks, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to Software, its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under this Agreement.
- 1.6 “**Law**” means all international, regional, national, state and local laws, ordinances, rules, regulations, orders, subpoenas, and other governmental actions, as amended from time to time, applicable to each or both Parties in connection with this Agreement.
- 1.7 “**Licensee Data**” means all data, records, files, information, or other content, including, but not limited to, text, sound, video, images, code, and software, that is, subject to the terms of this Agreement: (A) input or uploaded by Licensee’ s Authorized Users to Software; (B) downloaded, received, transmitted, processed, or stored by Licensee’ s Authorized Users using Software; (C) (A) or (B) but instead performed by Licensor or with the assistance of Licensor, following the request of Licensee or as a separate service provided by Licensor; and (D) derived from (A) or (C), including any computational result that is derived from the use of Software. Licensee Data does not include information about Licensee or its Authorized Users that Licensee provides to Licensor in connection with the installation, configuration, or administration of Software. For example, information such as names, usernames, phone numbers, email addresses, and billing information associated with Authorized Users or Licensee is not treated as Licensee Data for the purpose herein.
- 1.8 “**Licensee/Licensor Indemnified Parties**” means Licensee/Licensor and its Affiliates and their respective officers, directors, employees, agents, and representatives, including Authorized Users, as used in connection with the provisions herein governing indemnification.

- 1.9 “**Licensor**” means ECLOUDEDGE DIGITAL INNOVATION CO., LTD., with offices located at 6F., No. 103, Sec. 4, Sanhe Rd., Sanchong Dist., New Taipei City 241061, Taiwan (R.O.C.), and e-mail: info@ecloudedge.com.
- 1.10 “**Open Source Software**” means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification, and redistribution.
- 1.11 “**Proprietary Rights**” means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered, invented, or obtained, including, without limitation, all: (A) patents and patent applications; (B) copyrights and neighboring rights; (C) trade secrets; (D) trademarks and trade dress; (E) rights in data and databases; and (F) analogous rights throughout the world.
- 1.12 “**NeoEdge Central Cloud Edition**” refers to the SaaS service managed by the Licensor and rented to the Licensee.
- 1.13 “**NeoEdge Central Enterprise Edition**” refers to the software purchased from the Licensor and self-managed by the Licensee.
- 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.

2. LICENSE

- 2.1 Subject to the terms of this Agreement, Licensor hereby grants Licensee a limited, revocable, non-exclusive and worldwide license under all Proprietary Rights in and to Software, or the applicable modules of Software (“**License**”), to install, configure, deploy, access, and use Software, or the applicable modules of Software, solely for use by Authorized Users or Licensee in accordance with the terms and conditions herein.
- 2.2 Software is hereby licensed under the subscription and perpetual models of Software.
- 2.3 For subscription model, Licensor hereby offers the following three service plans: Trial Plan, Standard Plan, and Premium Plan. Unless otherwise separately specified or agreed in writing, each and every service plan shall be provided under the license of Software with the additional licensing terms as follows:

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 Licensor. Licensor 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 Licensor for an extension of the trial period. Licensor reserves the right for the final review and approval.

2.3.1.3 During the trial period, Licensor 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, Licensor 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, Licensor 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 Licensor 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 Licensor 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, Licensor 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.
- 2.6 Additional license terms and conditions with respect to Software Modules may be provided to Licensee via a license pack supplemental to the license terms hereof. In the event of any conflict or inconsistency arising between the terms hereof and the terms of the license pack, the terms hereof shall prevail solely with respect to the particular Software Module the additional terms of the license pack pertain. If Licensee does not agree with the terms of the license pack pertaining to a Software Module, Licensor will not and does not license that Software Module to Licensee, which then must refrain from using or deploying such Software Module.
- 2.7 For further details about NeoEdge Software, please refer to <https://docs.neoedgecentral.com/neoedge-central/redirection/main.html>.
- 2.8 Licensor may rearchitect Software in a supported, upgraded, or maintained version, such as by splitting or merging the existing modules or replacing them with functional equivalents, to ensure the continued functionality, operability, and performance of Software.
- 2.9 Licensor reserves the right to rebrand Software in a supported, upgraded, or maintained version, including the right to modify its visual identity and design, logo, and overall presentation, and rename or alter the designations of individual modules of Software.
- 2.10 Licensee may make a reasonable number of copies, hard or soft copied, of documentation as necessary to use Software in accordance with the rights granted under this Agreement, provided that Licensee retains all proprietary legends, notices, and designations on all copies.
- 2.11 Licensee acknowledges that any license or right granted under this Agreement may be subject to the policies established by Licensor concerning issues such as payment, deployment, and use of Software. Licensor reserves the right to modify the terms of this Agreement in accordance with Licensor' s policies, and Licensee' s continued deployment or use of Software after any terms are modified implies acceptance of any revised terms.
- 2.12 Subject to the requirements of any provisions herein governing warranties, Software may contain or be provided with Open Source Software. To the extent that Licensee' s deployment or use of Software subjects Licensee to the terms of any license governing the use of Open Source Software, Licensee may refer to information identifying such Open Source Software and the applicable license incorporated or referenced in Software or Documentation, or contained in a "Readme" or "About" file. The terms of this Agreement apply to Open Source Software: (A) to the extent not prohibited by the license governing Open Source Software, including, but not limited to, any provisions herein governing warranties and indemnification; and

(B) except to the extent required by the license governing Open Source Software, in which case the terms of such license will apply in lieu of the terms of this Agreement only with respect to such Open Source Software, and not to the entire Software, including, but not limited to, any provisions herein governing attribution, access to source code, modification, and reverse-engineering.

2.13 Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to Software.

2.14 Notwithstanding any provision in this Agreement or your or Licensee' s acceptance of its terms, no license is granted, whether expressly, by implication, or otherwise, under this Agreement for any software that Licensee did not acquire or access legally or that is not a legitimate, authorized copy of Licensor' s software.

3. ACCEPTABLE USE AND RESTRICTIONS

3.1 Licensee assumes full responsibility and liability for all uses of Software and Documentation arising from its deployment, maintenance, and use of Software, whether any of which is compliant with or in violation of the terms of this Agreement.

3.2 Without limiting the generality of the foregoing, Licensee shall be responsible and liable for all acts and omissions of Authorized Users, and any act or omission by an Authorized User, which would amount to a breach of this Agreement if undertaken by Licensee, shall be considered a breach of this Agreement attributable to the Licensee. Licensee shall make reasonable efforts to ensure that all Authorized Users are informed about the provisions of this Agreement relevant to their handling of Software and actively promote compliance with these provisions among them, taking necessary actions to cause their compliance to the terms herein.

3.3 Licensee, and its Authorized Users, will not, directly or indirectly, and will not permit or enable any third party to: (A) deploy or use Software to store, download, transmit, or otherwise manipulate: (I) content that: (a) infringes upon the rights of others; (b) is illegal; (c) violates public order or good morals; or (d) is used to make or support any false or misleading statement about the environmental benefits of a product or service or for the purpose of greenwashing; or (II) any viruses, "Trojan horses," or other harmful code; (B) deploy or use Software to engage in phishing, spamming, denial-of-service attacks, or fraudulent or illegal activity; (C) interfere with or disrupt, such as by engaging in various types of active or passive attacks, the integrity or performance of Software or data contained therein; (D) perform penetration testing, vulnerability testing, stress testing, or other security testing on Software or otherwise attempt to gain unauthorized access to or circumvent the security features of Software; or (E) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms, or the underlying structure of Software.

3.4 Except as specifically provided in this Agreement or any other written consent by Licensor, Licensee, and its Authorized Users, may not: (A) use Software or Documentation beyond the scope of the license, including License, granted herein; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available Software or Documentation, or permit any kind of access to the same, to a third party; (C) modify, adapt, translate, make alterations to, or create derivative works based on Software or Documentation or any part thereof; (D) remove, delete, alter, or obscure any proprietary legend, notice, or designation provided on or with Software or Documentation; (E) deploy or use Software

or Documentation to act as a consultant, service bureau, or application service provider; or (F) deploy or use Software for purposes of competitive analysis of Software, including, but not limited to, for the development, provision, or use of a competing software product or service or any other purpose that is to Licensor's detriment or commercial disadvantage.

- 3.5 In the event Licensee becomes aware of any actual or threatened activity prohibited hereby, Licensee shall promptly: (A) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects, such as by discontinuing and preventing any unauthorized deployment or access to Software; and (B) notify Licensor of any such actual or threatened activity.
- 3.6 Licensee represents and warrants that it shall suspend or terminate an Authorized User's right to deploy, access, or use any portion or all of Software or Documentation immediately upon notice to the Authorized User if Licensee, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (A) the Authorized User's use of Software or Documentation poses a material risk to the security or operation of Software or other systems or data of Licensee; or (B) the Authorized User's deployment or use of Software violates the provisions herein governing acceptable use, restrictions, licenses, including License, and other permitted rights, or is illegal or fraudulent. To the extent reasonably practicable, Licensee will limit the suspension of the deployment or access to Software pursuant hereto above as needed to mitigate the applicable risk.

4. USE OF DATA

- 4.1 Licensee represents and warrants that it is the owner of all Licensee Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any Proprietary Rights in or to Licensee Data.
- 4.2 To the extent applicable, Licensee represents and warrants that it has obtained all necessary consents, authorizations, and rights and has provided all necessary notices and disclosures in order to, if applicable, provide Licensee Data to Licensor and for Licensor to use Licensee Data in the performance of its obligations in accordance with the terms of this Agreement, including any access or transmission to third parties with whom Licensee shares or permits access to Licensee Data.
- 4.3 To the extent applicable, Licensor reserves the right to use System Data and data derived therefrom for any purpose. To the extent that System Data includes data that identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with: (A) Licensee, its Affiliates, Authorized Users, customers, suppliers, partners, or other persons interacting with any of the foregoing, or any Confidential Information of Licensee; or (B) any device, such as a Device, computer, mobile phone, or browser, used to deploy, access, or use Software as originating through or interacting with Licensee or its Affiliates or interacting with Licensee or its Affiliates ("**Identifiable System Data**"), Licensor may only collect and use Identifiable System Data internally to upgrade, support, maintain, administer, provide, and improve Software as a generally available service offering, to identify opportunities for Licensee to optimize its use of Software, including the provision of additional training, and to identify to Licensee complementary uses of Licensor's other products and services. Licensor will not target any data analysis at, or otherwise use, any Identifiable System Data to derive or attempt to derive information regarding, Licensee and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Licensee and its Affiliates. Licensor will not use or disclose any Identifiable System Data for any purpose other than as permitted herein unless otherwise agreed in

writing by the Parties, and will, except for the use permitted herein, maintain the confidentiality of Identifiable System Data.

- 4.4 Software operates based on the configuration or instructions provided by Licensee to access data from OT or similar devices, perform data processing, and send data to IT or similar systems. Software does not send data to any other non-configured destinations.
- 4.5 Software operates based on the configuration or instructions provided by Licensee to generate Licensee Data and/or System Data that may be stored within one or more devices. Software does not send such data to any other non-configured destinations.

5. SERVICES

- 5.1 Licensor will provide Software, with any other necessary code or tools, if applicable, to Licensee promptly following Licensee' s purchase of license to Software. To the extent applicable, Licensor will provide Licensee with all license keys, access credentials, and passwords necessary for unpacking or downloading Software.
- 5.2 Licensor will make available to Licensee Documentation concerning the use and operation of Software and provide to Licensee, when applicable, the support and maintenance services for Software that Licensor provides, or is obligated to provide, as described, incorporated, or referenced in the description of Software or Software' s product information listed on the service offerings of Licensor.
- 5.3 Licensee has sole control over the access and use of deployed Software and assumes full responsibility and liability for all activities, whether authorized or unauthorized, including, but not limited to, activities of or involving its Authorized Users, occurring on or with the deployed Software. Licensee is responsible for ensuring the security, and confidentiality, as applicable, of the deployed Software and all license keys, access credentials, and passwords associated therewith. Licensee shall adhere to and implement the best practices recommended or required by Licensor for the security and maintenance of Software, including, but not limited to, periodic password changes, implementing multi-factor authentication, and promptly updating account or user information, as applicable. To the extent applicable, Licensor reserves the right to update its security guidelines with respect to Software.

6. FEES

- 6.1 Licensee agrees to pay the fees for purchasing a license to Software per the terms hereof, with any service plan or other options selected and in accordance with the available pricing models, as specified by the service offerings of Licensor at the time of entering into this Agreement or, if later, as applicable for Licensee' s relevant purchase. Such fees are subject to updates from time to time, as determined by Licensor.
- 6.2 Notwithstanding anything herein to the contrary, fees paid by Licensee for a license to Software or any Software Module provided under the terms hereof is non-refundable, to the extent permitted by any applicable Law.

7. PROPRIETARY RIGHTS

- 7.1 Subject to the licenses granted herein, Licensor will retain all right, title, and interest it may have in and to Software and Documentation, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensee any rights of ownership or any Proprietary Rights in or to Software or Documentation.
- 7.2 Licensee may, at its discretion, provide suggestions, enhancement or improvement requests, comments, recommendations, or feedback conveying any ideas, concepts, know-how, designs, or techniques regarding Software or Documentation ("**Feedback**") "as is" and without warranty of any kind, provided that Feedback does not include any Proprietary Rights of Licensee or its Affiliates or any Licensee Data. Licensor may use and incorporate Feedback in Software, Documentation, or Licensor' s other products and services, or for any other purpose, without compensation or accounting to Licensee, provided that neither Licensor nor its use of Feedback identifies Licensee as the source of such Feedback. Feedback is not and shall not be considered confidential to Licensee.
- 7.3 Licensee hereby consents to the reference to or use of Licensee' s trade name, trademark, service mark, or logo in publicity materials of Licensor and its Affiliates for promoting or advertising Software. Licensee reserves the right to withdraw such consent by providing written notice to Licensor. Licensor will promptly cease the use of Licensee' s trade name, trademark, service mark, or logo upon receipt of such notice.

8. WARRANTIES AND LIABILITIES

- 8.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS AND WITH ALL FAULTS." LICENSOR DOES NOT AND CANNOT WARRANT: (A) THAT SOFTWARE OR DOCUMENTATION OR THE PERFORMANCE OR RESULTS LICENSEE MAY OBTAIN BY USING SOFTWARE OR DOCUMENTATION WILL MEET LICENSEE' S REQUIREMENTS; (B) THAT DEPLOYMENT, OPERATION, OR DELIVERY OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT SOFTWARE PRODUCES NO UNEXPECTED RESULTS. LICENSEE AGREES THAT ANY USE OF SOFTWARE IS ENTIRELY AT LICENSEE' S OWN RISK AND THAT LICENSEE IS SOLELY RESPONSIBLE FOR BACKING UP DATA, INCLUDING LICENSEE DATA, AND TAKING APPROPRIATE MEASURES TO PROTECT ITS HARDWARE AND SOFTWARE. EXCEPT TO THE EXTENT ANY WARRANTY, CONDITION, REPRESENTATION, OR TERM CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO LICENSEE IN THE APPLICABLE JURISDICTION, LICENSOR MAKES NO WARRANTIES, REPRESENTATIONS, OR TERMS, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, AS TO ANY MATTER INCLUDING WITHOUT LIMITATION NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 8.2 UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LICENSOR IS NOT RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) LICENSEE' S INABILITY OR UNAVAILABILITY TO USE SOFTWARE AND DOCUMENTATION, INCLUDING AS A RESULT OF ANY TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT OR LICENSEE' S ACCESS TO OR USE OF SOFTWARE AND DOCUMENTATION; (B) LICENSEE' S ACCESS TO OR USE OF SOFTWARE AND DOCUMENTATION IN A MANNER OTHER THAN AS SPECIFIED IN THE RELEVANT

INSTRUCTIONS, SPECIFICATIONS, OR DESCRIPTIONS PROVIDED BY **LICENSOR**; (C) COMPLIANCE OF **LICENSOR** OR ANY OF ITS **AFFILIATES**, VENDORS, OR CONTRACTORS WITH INSTRUCTIONS OR REQUIREMENTS PROVIDED BY **LICENSEE**; (D) **LICENSEE**' S DELAY IN THE PROVISIONING OF DATA, INCLUDING **LICENSEE DATA**, INFORMATION, MATERIALS, INSTRUCTIONS, OR REQUIREMENTS TO **LICENSOR** THAT AFFECTS **LICENSOR**' S PERFORMANCE UNDER THIS **AGREEMENT**; (E) **LICENSEE**' S BREACH OF THIS **AGREEMENT** OR ACTS OR OMISSIONS OF **LICENSEE** IN CONNECTION WITH THIS **AGREEMENT**; OR (F) VIOLATION OR ALLEGED VIOLATION OF APPLICABLE **LAWS** BY **LICENSEE**.

- 8.3 In the event that Licensor is found liable to Licensee for an incident arising in connection with this Agreement, Licensor shall compensate or otherwise indemnify Licensee, provided that such compensation or indemnification is limited to Licensee' s direct losses only. Parties agree that the aggregate liability of Licensor in such a case shall not exceed the amount of the fees paid by Licensee for its purchase of license to Software and any current Service Plan, if applicable.

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.