

Software End-User License Agreement

Under the terms of this Software End-User License Agreement (hereinafter referred to as "the Agreement") executed by and between: -

Fidelity Measurement Company Limited (hereinafter "**FM**")
6F No.33 Dalian 4th Street Taoyuan City 33043
Taiwan

and you, a physical person or legal entity (hereinafter referred to as "**You**" or "**the End User**"), You are entitled to use the Software defined in Article 1 of this Agreement. The Software defined in Article 1 of this Agreement can be stored on a data carrier, sent via electronic mail, downloaded from the Internet, downloaded from the Provider's servers or obtained from other sources, subject to the terms and conditions specified below.

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***You** agree that your use of the software acknowledges that **You** have read this agreement, understand it and agree to be bound by its terms and conditions.*

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Subject to the condition that **You** have agreed to the terms of this Agreement and **You** comply with all the terms and conditions stipulated herein, the Provider shall grant **You** the following rights ("the License"):

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You shall have the non-exclusive, non-transferable right to install the Software on the hard disk of a computer or other permanent medium for data storage, installation and storage of the Software in the memory of a computer system and to implement, store and display the Software.

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- 4.5 **You** may not reverse engineer, reverse compile or disassemble the Software or otherwise attempt to discover the source code of the Software, except to the extent that this restriction is expressly prohibited by law.
- 4.6 **You** agree that **You** will only use the Software in a manner that complies with all applicable laws in the jurisdiction in which **You** use the Software, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
- 4.7 **You** agree that **You** will only use the Software and its functions in a way which does not limit the possibilities of other **End Users** to access these services. The Provider reserves the right to limit the scope of services provided to individual **End Users**, to enable use of the services by the highest possible number of **End Users**. Limiting the scope of services shall also mean complete termination of the possibility to use any of the functions of the Software and deletion of Data and information on the Provider's servers or third-party servers relating to a specific function of the Software.

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6. Reservation of rights

The Provider hereby reserves all rights to the Software, with the exception of rights expressly

granted under the terms of this Agreement to **You** as the **End User** of the Software.

7. End User declarations

As the **End User**, **You** acknowledge that the software is provided "as is", without warranty of any kind, express or implied, and to the maximum extent permitted by applicable law. Neither the provider, its licensors or affiliates, nor the copyright holders make any representations or warranties, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose or that the software will not infringe any third party patents, copyrights, trademarks or other rights. There is no warranty by the provider or by any other party that the functions contained in the software will meet your requirements or that the operation of the software will be uninterrupted or error-free. **You** assume all responsibility and risk for the selection of the software to achieve your intended results and for the installation, use and results obtained from it.

8. No other obligations

This Agreement creates no obligations on the part of the Provider and its licensors other than as specifically set forth herein.

9. Limitation of liability

To the maximum extent permitted by applicable law, in no event shall the provider, its employees or licensors be liable for any lost profits, revenue, sales, data or costs of procurement of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, however caused and whether arising under contract, tort, negligence or other theory of liability, arising out of the use of or inability to use the software, even if the provider or its licensors or affiliates are advised of the possibility of such damages. Because some countries and jurisdictions do not allow the exclusion of liability, but may allow liability to be limited, in such cases, the liability of the provider, its employees or licensors or affiliates shall be limited to the sum that **You** paid for the license.

10. Applicable law

This Agreement shall be governed by and construed in accordance with the laws of Taiwan. **You** expressly agree that any disputes or claims ensuing from this Agreement with respect to the Provider or any disputes or claims relating to use of the Software shall be settled by a court in Taiwan and **You** expressly agree to the said court exercising jurisdiction.