

## 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.

*This is an agreement on end-user rights and not an agreement for sale.* The Provider continues to own the copy of the Software and the physical media contained in the sales package and any other copies that the **End User** is authorized to make pursuant to this Agreement.

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By clicking on "I Agree" to install the Software, **You** agree to the terms and conditions of this Agreement. If **You** do not agree to all of the terms and conditions of this Agreement, do not operate this software, cancel the installation or download, or destroy or return the Software, installation media, accompanying documentation and sales receipt (if any) to the Provider or the outlet from which **You** acquired the Software.

*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.*

### 1. Software

As used in this Agreement the term "Software" means: any program, software, app or similar kind and all components thereof developed by **FM**.

### 2. License

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"):

### 3. Installation and use

**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.

#### **4. Restrictions to rights**

**You** may not copy, distribute, extract components or make derivative works of the Software. When using the Software **You** are required to comply with the following restrictions:

- 4.1 This software is only used together with a FM product.
- 4.2 **You** may make one copy of the Software on a permanent storage medium as an archival back-up copy, provided your archival back-up copy is not installed or used on any computer. Any other copies **You** make of the Software shall constitute breach of this Agreement.
- 4.3 **You** may not use, modify, translate or reproduce the Software or transfer rights to use the Software or copies of the Software in any manner other than as provided for in this Agreement.
- 4.4 **You** may not sell, sub-license, lease or rent or borrow the Software or use the Software for the provision of commercial services.
- 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.

#### **5. Copyright**

The Software and all rights, without limitation including proprietary rights and intellectual property rights thereto are owned by **FM** and/or its licensors. They are protected by international treaty provisions and by all other applicable national laws of the country in which the Software is being used. The structure, organization and code of the Software are the valuable trade secrets and confidential information of **FM** and/or its licensors. **You** must not copy the Software, except as set forth in Article 6(a). Any copies which **You** are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on the Software. If **You** reverse engineer, reverse compile, disassemble or otherwise attempt to discover the source code of the Software, in breach of the provisions of this Agreement, **You** hereby agree that any information thereby obtained shall automatically and irrevocably be deemed to be transferred to and owned by the Provider in full, from the moment such information comes into being, notwithstanding the Provider's rights in relation to breach of this Agreement.

#### **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.