

# End User License Agreement

**NOTICE TO USER: PLEASE READ THIS LICENSE AGREEMENT.** This is a legal agreement ("License") between you (either an individual or single entity), the End User, and Syscom Computer Engineering Co., ("SYSCOM"). The enclosed or downloaded SYSCOM Product ("Product") is licensed by SYSCOM for use only on the terms set forth herein. The Product includes software ("Software") and related explanatory written or on-line materials ("Documentation"). The term "Software" includes any upgrades, modified versions, additions and copies of the Software provided to you by SYSCOM. By downloading, installing, copying or otherwise using the Software, you agree to be bound by the terms of this License. If you do not agree to the terms of this License, you should not download the Software or, if you have received the Software in packaged form, you should return the Product to SYSCOM.

**1. GRANT OF LICENSE.** SYSCOM grants to you the following non-exclusive, non-transferable rights:

■ **Software and Use**— You may install and use one copy of the Software on a single computer.

■ **Storage/Network**— You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other computers over an internal network; provided, however, the number of different computers on which the Software is used does not exceed the permitted number of computers for which a License has been obtained ("User Count Limitation"). You must acquire rights for each separate computer on which the Software is installed or run from the storage device.

■ **Backup**— You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer except as necessary to replace a lost or defective copy of the Software, which was properly licensed.

■ **Special Limitations for OMFLOW**— The OMFLOW Software has both a Host Software and Client Software component. SYSCOM grants to you the right to install and use the Host Software on a single network server, and the right to install and use the Client Software on one or more single-user, desk-top devices, all of which must be connected to a single communications network or accessed through your Intranet. You may reproduce copies of the Client Software as required for installation and use on such single-user desktop devices, provided you do not (a) receive any payment or other consideration for such reproduction or use, (b) change or omit any proprietary rights notices appearing on or in the Host Software or Client Software, (c) distribute the Software outside the communications network or Intranet or otherwise allow third parties to access the Software, or (d) exceed the applicable User Count Limitation.

■ **Upgrades**— Upon receipt of a copy of an upgraded version of the Software, the licenses granted hereunder shall be transferred to such upgraded version, and any rights to use the prior version of the Software shall terminate thirty (30) days after receipt.

**2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. Limitations on Reverse Engineering, Decompilation and Disassembly**— You may not reverse engineer, decompile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

■ **Software Transfer**— You may not rent, lease or otherwise transfer the Software to any third party.

■ **Termination**— You may terminate this License at any time by destroying the Product, together with all copies. Without prejudice to any other rights, SYSCOM may terminate this License if you fail to comply with the terms and conditions of this License. In such event, you must destroy all copies of the Software.

3. **COPYRIGHT.** The Product is the proprietary product of SYSCOM, and is protected by copyright laws and international treaty provisions. Unless authorized by a site/corporate license or as otherwise permitted under Section 1, you are prohibited from making any additional copies of the Software for any purpose, except as incidental to the productive use of the Software. You are prohibited from making any additional copies of the Documentation accompanying the Product for any reason whatsoever. Except for the limited license granted hereunder, this License does not grant you any rights, including intellectual property rights, in or to the Software or Product.

4. **DISCLAIMER OF WARRANTY FOR SOFTWARE.** THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS WITHOUT WARRANTY. SYSCOM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SYSCOM MAKES NO REPRESENTATIONS CONCERNING THE QUALITY OF THE SOFTWARE AND DOES NOT PROMISE THAT THE SOFTWARE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

5. **LIMITATION OF LIABILITY.** You agree that regardless of the form of any claim you may have, SYSCOM's liability to you or any other party shall not exceed the purchase price paid by you to SYSCOM for the Product. IN NO EVENT WILL SYSCOM BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFIT OR LOSS OF DATA, EVEN IF SYSCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **OWNERSHIP OF SOFTWARE.** SYSCOM and its suppliers have and will retain all ownership rights to the Product, including all patent rights, copyrights, trademarks, service marks, related goodwill and confidential and proprietary information. You have no rights in the Product except as explicitly stated in this Agreement.

7. **GOVERNING LAW.** This Agreement is made under and shall be governed by and construed in accordance with the laws of Taiwan (R.O.C.). The parties hereby exclusively submit to the personal jurisdiction of Taiwan (R.O.C.) District court, and waive any objection based on venue or convenience of forum.

8. **EXPORT LAW ASSURANCES.** You acknowledge and agree that the Product is subject to restrictions and controls imposed by Taiwan (R.O.C.) Export Administration Act (the "Act") and the regulations thereunder. You agree and certify that neither the Product nor any direct product thereof is being or will be acquired, shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the Act and the regulations thereunder or will be used for any purpose prohibited by the same.

9. **MISCELLANEOUS.** Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect. This Agreement constitutes the entire agreement between you and SYSCOM with respect to its subject matter and may only be modified by a writing executed by an officer of SYSCOM.