

End User License Agreement

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3. Third Party Software

If the Licensed Software incorporates separate, third party software files, such third party software(s) is/are governed by a separate license agreement which terms are not a part of these Terms. You must be separately and duly licensed to use any other third party functions or features installed or downloaded by you in

the Licensed Software pursuant to the applicable third party software license agreement(s).

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Any feedback you provide relating to the Licensed Software shall be deemed to be non-confidential. MSI shall be free to use such information on a worldwide, non-exclusive, fully paid up, royalty-free, perpetual, sublicensable, and unrestricted basis in any way and disclose such feedback to anyone without any obligation to you, and without reference to any source.

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The Licensed Software may require the device on which it is installed to have access to the Internet, and may be subject to additional terms, conditions, and restrictions set forth by your Internet service provider. Accessing the Internet through your mobile network to use the Licensed Software may incur additional charges to your data plan. If you restrict or otherwise limit access to the Internet from your device, some or all portions of the Licensed Software may not be available for use, and may impair your access to specific service, hardware, or data.

In addition, the Licensed Software may require the use of location data of your device to operate. Such location data may include location information gathered through your device's GPS signals, Wi-Fi access points, telecoms access point, cell towers, or transmitters that may be transmitting location information to your device. You will need to affirmatively consent to the use of location data transmission, including turning on your device GPS or location data to use the Licensed Software.

6. Accounts, Passwords, and Security

Certain Licensed Software features or services offered may require you to open an account (including setting up an ID and password). When creating such account, please ensure the information provided is true, accurate, current, and complete, as required for registration. You shall promptly update your registration information if there are changes. You are entirely responsible for maintaining the confidentiality of the information your account, including password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential.

7. No Update or Support Obligation

MSI shall have no obligation to provide updates or support for the Licensed Software. If MSI provides, and you accept, any updates, bug fixes, releases, revisions, or new versions of the Licensed Software (each an "Update"), these Terms will govern such Update and your use thereof.

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15.1 Subject to this section 15, these Terms and the license granted to you shall start after the Licensed Software is installed on your device. Thereafter, the agreement term will continue until you elect to terminate the License Terms by uninstalling the Licensed Software, or MSI's removal of the Licensed Software and associated services, whichever is earlier. Notwithstanding the above, these Terms may be terminated pursuant to the conditions below.

15.2 Termination For Cause. MSI may immediately terminate these Terms for material breach if you breach these Terms.

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15.4 Any of your obligations under these Terms which by their nature are intended to survive the termination shall continue to apply after the termination of these Terms. MSI's and its affiliates', licensors', and suppliers' rights and remedies hereunder shall survive any termination of these Terms.

16. Update to Terms

These Terms may be modified and updated in whole or by part, at any time at MSI's sole discretion. All modifications and updates shall become effective upon posting by MSI. Your continued access, use, or participation in the Licensed Software constitutes express agreement to such modifications or updates. We encourage you to regularly check these Terms via the Licensed Software or our website for updates and review these Terms. If you object to the modifications or updates, you shall immediately stop any access and use of the Licensed Software.

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Any MSI disclosures in the course of performance under these Terms are deemed Confidential Information (as defined below) unless otherwise stated. You shall maintain strict confidentiality of such Confidential Information in perpetuity unless you establish by written evidence that the information:

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- ii) is or becomes a matter of public knowledge without breach by you;

- iii) is independently developed by you without use of MSI Confidential Information;
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As construed herein, Confidential Information shall include all information provided, whether tangible or intangible, including but not limited to proprietary information, trade secret, technical data, market developments, operation, methods, procedures, processes, specifications, software, codes, testing programming, testing equipment, samples, and prototypes where MSI has taken reasonable measures to keep such information secret, has identified or marked as confidential at the time of disclosure, or if unmarked but is treated as confidential at the time of disclosure, or where confidentiality can reasonably be inferred based on the circumstances for disclosure.

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MSI shall not be deemed in default of these Terms if the performance, use, or availability of the Licensed Software is delayed, prevented, or unavailable due to Force Majeure. MSI shall not be directly or indirectly liable to you for any cost, damage, or liability in such circumstances, but will exercise reasonable commercial effort to provide an estimate for any resumption of services through the Licensed Software or its services website. Force Majeure shall mean any unforeseeable and/or exceptional situation or event beyond the reasonable control of MSI which prevents MSI from performing or making available the Licensed Software.

19. Injunctive Relief, Governing Law, and Dispute Resolution

19.1 These Terms shall be governed and interpreted according to the laws of Taiwan. Both parties agree to negotiate in good faith the settlement of any disputes that may arise under these Terms regarding the Licensed Software. In the event such disputes cannot be amicably resolved within thirty (30) calendar days, the parties irrevocably submit to the jurisdiction of the Taipei District Court in Taipei, Taiwan, regardless of conflict of law principles and waive any objection to such jurisdiction or venue.

19.2 Any violation of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to MSI, for which monetary damages would be inadequate. You consent to MSI obtaining any injunctive or equitable relief that MSI deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies MSI may have at law or in equity.

19.3 If MSI takes any legal action against you for violation of these Terms, MSI will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action in addition to any other relief granted to MSI.

20. Void Where Prohibited

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The Licensed Software may link to other websites, services and/or applications on the Internet. These other services are not under MSI's control, and you acknowledge and agree that MSI is not responsible for the accuracy, legality, appropriateness or any other aspect of the content or function of such services. The inclusion of any such link does not imply endorsement of the website by MSI or any association with its operators. Additional or different terms and conditions and privacy/data use policies/statements may apply when you access and use such other websites.

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22.1 You acknowledges that the Licensed Software and any device on to which it is installed may be subject to the controls of the United States Department of Commerce, or other relevant export control laws, and that the Integrated Products may require authorization prior to export, re-export or transfer in-country. Accordingly, you hereby certify the following to MSI:

a) You will not directly or indirectly export, reexport, transfer, or otherwise provide (i) any item or Licensed Software received from MSI, or (ii) any item designed or produced using, or incorporating items or Licensed Software received from MSI (collectively, the "Products"), to any person or entity located, organized, or resident in, or acting on behalf of a party located, organized, or resident in, Iran or any other country or region that is the target of comprehensive country-wide or region/territory-wide U.S. economic sanctions (including currently Cuba; Iran; North Korea; Syria; and the Crimea, "Donetsk People's Republic", and "Luhansk People's Republic" regions of Ukraine; each a "Sanctioned Country"), or to any person or entity that is a prohibited party or otherwise the target ("Prohibited Parties") of economic sanctions or export controls (collectively "Trade Control Laws") of applicable jurisdictions, including but not limited to the United States. For the avoidance of doubt, the term "Prohibited Parties" includes, but is not limited to, persons identified on the List of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control of the U.S. Department of the Treasury or on the Entity List found in the U.S. Export Administration Regulations (Supplement No. 4 to 15 CFR Part 744).

b) You, your company, and its directors, officers, employees, and, to the Company's knowledge, agents and representatives, are not Prohibited Parties, are not owned or controlled by persons that are Prohibited Parties, and are not located, organized, or resident in a Sanctioned Country.

c) You, your company and its directors, officers, employees, and, to the Company's knowledge, agents and representatives, are and will be in compliance with Trade Control Law from all applicable jurisdictions, including but not limited to the United States, and including but not limited to all laws, regulations, orders and restrictions on the export and/or import of commodities, software, and technology, applicable to the Products.

d) You and your company will not directly or indirectly sell, provide, donate, or otherwise supply the Products to any party that, to your and/or the company's knowledge, will use the Products in the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of items used for a military purpose (including any weapon) and will not sell, provide, donate or otherwise supply the Products to the national armed services (army, navy, marine, air force, or coast guard), the national guard, the national police, or any government intelligence or reconnaissance organization, of Belarus, Burma, Cambodia, China, the Russian Federation, or Venezuela

e) For any Products classified in ECCNs 3A001.z, 3A090, 4A003.z, 4A004.z, 4A005.z, 4A090, 5A002.z, 5A004.z, 5A992.z, 5D002.z, or 5D992.z (“advanced computing items”), the Company will not directly or indirectly sell, provide, donate, or otherwise supply the Products to:

- i) Any party located in Country Groups D:1, D:4, or D:5 (excluding any country also listed in Country Group A:5 or A:6) (as defined in Supplement No. 1 to 15 CFR Part 740), or
- ii) Any party that is headquartered in, or whose ultimate parent company is headquartered in Macau or a Country Group D:5 country) (as defined in Supplement No. 1 to 15 CFR Part 740),

Unless pursuant to a valid license or license exception under the US Export Administration Regulations.

f) The Company will not directly or indirectly sell, provide, donate, or otherwise supply the Products to any party that, to the Company’s knowledge, will use the Products for any of the following end uses:

- i) The development, production, operation, installation (including on-site installation), maintenance (checking), repair, overhaul, or refurbishing of a “supercomputer” (as defined in 15 CFR Part 772) located in or destined to Macau or any destination in Country Group D:5 (as defined in Supplement No. 1 to 15 CFR Part 740).
- ii) The development or production of integrated circuits destined to a facility located in Macau or a D:5 Country (as defined in Supplement No. 1 to 15 CFR Part 740) that produces “advanced-node ICs” (as defined in 15 CFR Part 772) or to any such facility that produces integrated circuits, but it is not known to the Company whether the facility produces advanced node-ICs

22.2 You and your company agree that MSI reserves the right to audit you and your company’s compliance with these Terms, and will provide information and assistance as necessary to complete such audit. You and your company further agree to indemnify and hold MSI harmless from and against any damages caused as a result of any false or misleading information contained in these Terms, or for failure to comply with any of the statements made herein. You and your company certify that all of the facts contained in this statement are true and correct to the best of our knowledge and do not know of any additional facts which are inconsistent with the above statement

22.3 You represent and warrant that you shall comply, and shall continue to comply, in all business dealings with applicable laws against bribery, corruption, and money-laundering, including without limitation the U.S. Foreign Corrupt Practices Act. You and your company, and its directors, officers, employees, and, to the Company’s knowledge, agents and representatives have not and shall not make any direct or indirect payment, offer to pay, or authorization to pay any money, gift, promise to give, anything of value to any government official, a political party or a party official, or any candidate for political office, or the immediate family of any such official or candidate, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly

or indirectly, you or MSI in obtaining or retaining business, or securing an improper advantage.

23. Miscellaneous

23.1 You shall not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on or through the Licensed Software in violation of any applicable laws or regulations.

23.2 If any provisions of these Terms are held by a competent court or tribunal to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms so that these Terms shall remain in full force and effect.

23.3 These Terms constitute the entire agreement between you and MSI with regard use of the Licensed Software, and any and all other written or oral agreements or understandings previously existing between you and MSI with respect to such use are hereby superseded and cancelled.

23.4 MSI's failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by MSI of any provision or any right it has to enforce these Terms, nor shall any course of conduct between MSI and you or any other party be deemed to modify any provision of these Terms.

23.5 You shall not assign, transfer, or otherwise transfer these Terms, or any rights, duties, obligations, or liabilities hereunder, in whole or in part, to any third party without MSI's prior written consent. A change in control of through merger, buyout, or re-organization shall be deemed a transfer that requires MSI's written consent under this section. Unauthorized transfer is deemed a material breach, and shall be null and void. MSI may freely reorganize and transfer these Terms, in whole or in part, without your consent.

23.6 The parties are independent contractors under these Terms. Neither party can assume or create obligation on behalf of the other, or bind the other to any obligation. No partnership, joint venture, employment, fiduciary, or agency relationship is created by these Terms between the parties.

23.7 These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties.

23.8 The Licensed Software may contain references or cross references to MSI products, programs and services that are not announced in your country or territory. Such reference does not imply that MSI in your country or territory intends to announce such products, programs or services.

23.9 You shall not make any public announcement or create any press release referencing these Terms, MSI, the Licensed Software and related Update and documentation without MSI's prior written consent.