

Software Application End User License Agreement

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3. License Restrictions. Licensee may not:

- (a) copy the Application, except as expressly permitted by this license or as expressly allowed through written permission by the Licensor;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application, except as expressly

allowed through written permission by the Licensor;

- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time, except as expressly allowed through written permission by the Licensor; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application; or
- (g) use the Application in any manner that violates any applicable open-source or public license.

4. **Reservation of Rights.** The Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Licensor and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

5. **Content and Services.** The Application may provide you with products, services, features, functionality, and content (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), accessible on or through the Application (collectively, "Content and Services").

You may not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Application.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Application in breach of this Agreement, your right to use the Application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Application or any content on the Application is transferred to you, and all rights not expressly granted are reserved by the Licensor. Any use of the Application not expressly permitted herein is a breach of this Agreement and may violate copyright, trademark and other laws.

You understand that you are responsible for maintaining the confidentiality of your username and password with respect to the Application. We are not responsible for any loss of information if you provide your username and password to any person who uses your username and password to access information you have provided to the Application. We reserve the right to require you to change your password at our discretion. Additionally, you understand that if you participate in a transaction with a third-party to sell any device that stores information pertaining to the Application and you do not remove the information prior to the transaction, we are not responsible for any lost information, including a loss of confidentiality

thereof, if the third-party obtains such information.

6. Geographic Restrictions. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

7. Updates. Licensor may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Licensor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Network Device settings, when your Network Device is connected to the internet either:

(a) the Application will automatically download and install all available Updates; or

(b) you may receive notice of or be prompted to download and install available Updates.

You must promptly download and install all Updates, and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

8. Third Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). Licensor is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Licensor does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

9. Term and Termination.

(a) The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or Licensor as set forth in this Section 9.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Network Device.

(c) Licensor may terminate this Agreement at any time without notice if it ceases to support the Application, which Licensor may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

(d) Upon termination all rights granted to you under this Agreement will also terminate and you must cease all use of the Application and delete all copies of the Application from your Network Device and account.

(e) Termination will not limit any of Licensor's rights or remedies at law or in equity.

10. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT

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11. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. Indemnification. You agree to indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

13. Export Regulation. The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You may not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You must comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Application available outside the US.

14. US Government Rights. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in

accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

15. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

16. Governing Law. This Agreement is governed by and construed as follows:

(a) Except to the extent expressly provided in this Section 16, this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Orange County. You waive any and all objections to the exercise of jurisdiction over you by those courts and to venue in those courts.

(b) If (i) you are a non-US citizen; (ii) you reside outside of the US; (iii) you are a non-citizen of the People's Republic of China; and (iv) you are using the Application outside of the People's Republic of China, you hereby agree that any dispute or claim arising from this Agreement shall be governed by, without regard to any conflict of law provisions, the governing law and forum shall be the laws and courts of your usual place of residence, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located therein.

(c) If (i) you are a citizen of the People's Republic of China; or (ii) you are using the Application in the People's Republic of China, this Agreement shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. Any dispute arising from or relating to this Agreement, including the existence, validity or termination of this Agreement, shall be adjudicated by the Hong Kong International Arbitration Centre (HKIAC). This tribunal shall be formed by one (1) arbitrator nominated by the chairman of the HKIAC and the proceedings shall be conducted in English.

17. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE THE CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. Entire Agreement. This Agreement constitutes the entire agreement between you and Licensor with respect to the Application and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

19. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.