

# End User License Agreement

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3. You shall not perform reverse engineering on, decompile, or disassemble this *Software* except for activities expressly permitted by laws and regulations.
4. You understand and agree that:
  - (1) Due to technical limitations, the *Software* provided by the Seller may have defects. The Seller does not guarantee that this *Software* can properly run or achieve your expected result under any circumstances.
5. Third Party Software. The Programs may be provided with third party software that are not part of the Programs. These third party software are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. If you do not agree to abide by the applicable license terms for the third party software, then you may not install them. If you wish to install the third party software on more than one system or transfer the third party software to another party, then you must contact the licensor of the applicable third party software.

## 6. Seller Rights and Obligations

1. The Seller has the legal rights to provide you with a license to use this *Software* and shall warrant the legality of the copyright.
2. The Seller promises that the provision of this *Software* to you does not infringe upon the legitimate rights and interests of any third party, including but not limited to the intellectual property rights of third parties. In the event that you are subject to any legal proceedings or administrative proceedings initiated by any third party ("Infringement Allegations") as a result of the Seller's actions, the Seller bears legal liability and is liable for the consequences thereof.
3. The Seller is responsible for upgrade packages available, maintenance, and management of this *Software*, and provides technical support services to you through online customer service, and etc.
4. The Seller ensures the stability and continuity of this *Software*. If your license for this *Software* needs to be terminated in advance for Seller's reasons, the Seller shall refund fees (if any) to you.
5. The Seller promises that this *Software* provided to you does not include:
  - (1) Any virus, disguised destruction program, computer worm, time bomb program,

or other computer program that deliberately destroys, maliciously interferes with, secretly intercepts, or encroaches on any system, data, or personal material

(2) Any known backdoor, and malware.

6. Limited liability: To the maximum extent permitted under applicable law, under no circumstances will ALAUDA, its affiliates, any ALAUDA authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if ALAUDA, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall ALAUDA's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to ALAUDA for the media under this EULA.
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## **7. Use and Disclosure of User Data**

1. The Seller may use your data to provide you with services including but not limited to sending product and service information.
2. The Seller will not disclose your data without your consent. In the following cases, however, part or all of your data will be disclosed:
  - (1) Disclosure of data to a third party with your consent
  - (2) Disclosure of data to a third party or an administrative/judicial institution in accordance with relevant laws and regulations or as required by the administrative/judicial institution
  - (3) Disclosure of data to a third party if you breach relevant laws and regulations
  - (4) Sharing of data with a third party provider for software/services required by you

## **8. Term and Termination**

1. *Unless otherwise agreed in writing, a non-exclusive, non-exclusive, revocable, non-transferable, non-sublicensable, and non-sublicensable limited license (the "Right to Use") is granted to you under the terms of this Agreement.*
2. In any of the following cases, the Seller has the right to terminate the provision of

this *Software* without any liability:

- (1) This *Software* you purchased has expired and has not been renewed.
- (2) You seriously violate clauses of this EULA, and have not taken corrective measures after being notified by the Seller.

## 9. Agreement Update

1. In case that any content of this EULA is updated, the Seller shall notify you of the update in an appropriate manner.
2. If you do not agree to any updates made by the Seller to the terms of this EULA, you have the right to stop using this *Software*. In this case, the Seller shall refund the remaining fees (if any) to you and give you a reasonable period of time before terminating services, so that you can perform data backup, download, storage, migration, and other necessary actions. If you continue to use this *Software*, you are deemed to have accepted the updates made by the Seller to the terms of this EULA.

## 10. Law and Dispute Resolution

1. The establishment, implementation, interpretation, and dispute resolution of this EULA shall be in accordance with *the applicable laws and regulations of Hong Kong, China*,
2. In the event of any dispute over the signing, fulfillment, or interpretation of this EULA, both parties shall endeavor to resolve the dispute through friendly negotiation. If negotiation fails, either party shall deliver a lawsuit to a court in Hong Kong, China,.

## 11. Supplementary Provisions

1. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claims, disputes or controversies arising out of or in connection with this EULA shall be governed by the laws of Hong Kong, China, without regard to any conflicts of law provisions. The rights and obligations of the parties to this EULA are not governed by the United Nations Convention on the International Sale of Goods.
2. The headings of this EULA are intended only for the ease of reading, and are not intended to define, limit, interpret, or describe the scope or limits of the clauses.
3. The Seller may assign all their rights and obligations under this EULA to a third party based on their own operating conditions without obtaining your prior consent by notifying you [30] working days in advance. The Seller's assignee is bound by this EULA, and the Seller and the assignee are jointly and severally liable for the performance of this EULA.