

END USER LICENSE AGREEMENT (EVALUATION)

This End User License Agreement is a legal agreement between you and Gyr Falcon Technology Inc. (GTI) regarding the use of Licensed Materials as defined below. This Agreement governs your use of the Licensed Materials unless any provision contained herein conflicts with any provision in a separate written software license agreement between you and GTI, in which case the provision in such written agreement shall govern and control.

Please read this Agreement carefully. By clicking “I accept” or “I agree” or by downloading, installing, accessing or using any of the Licensed Materials, you accept and agree to be bound by this Agreement.

GTI may, from time to time and at its sole discretion, amend the terms of this Agreement without notice to you. By continuing to use any of the Licensed Materials after the amendment, you accept and agree to be bound by the amended terms.

1. Definitions

- 1.1. “Confidential Information” has its meanings defined in Section 4 of this Agreement.
- 1.2. “Effective Date” means the date of delivery of the Licensed Materials.
- 1.3. “Intellectual Property Rights” means all inventions and all other proprietary rights, including but not limited to patents, patent applications, copyrights (whether registered or not), trade secrets, data, know-how and specifications, trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), and associated goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction.
- 1.4. “Licensed Materials” means any and all materials licensed by you from GTI under this Agreement, including without limitation any software, scripts, libraries, codes, drivers, files, and documentation.
- 1.5. “License Period” means thirty (30) days from the Effective Date.
- 1.6. “Open Source Software” means software subject to an open source license.
- 1.7. “Permitted Purpose” means internal evaluation on Licensed Materials.
- 1.8. “Third Party Materials” means materials or components included in the download that are owned by third party licensors, and are provided subject to Third Party Terms. “Third Party Terms” means additional terms, conditions or restrictions imposed by third party licensors.

2. License Grant

- 2.1. *License.* Subject to the terms of this Agreement, GTI hereby grants you a non-exclusive, non-transferable, and limited license, during the License Period to use the Licensed Materials solely for the Permitted Purpose.

2.2. *License Restrictions.* You acknowledge that the Licensed Materials contain inventions and materials subject to the Intellectual Property Rights of GTI and its licensors. You are not authorized to use the Licensed Materials for any commercial, development, manufacturing or production purpose or to instantiate the Licensed Materials in any product. You shall not disclose, reproduce, display, distribute or sublicense the Licensed Materials to any third party without GTI's prior written consent. You shall restrict access to the Licensed Materials to only those employees and/or contractors of you for the Permitted Purpose, and not for any other purpose. You shall have a written agreement with each employee and/or contractor that protects third party confidential information (which would cover the Licensed Materials disclosed to you hereunder) to the same extent and degree required under this Agreement. Notwithstanding any agreement that you may have with your employee and/or contractor, you shall be responsible and liable for your employee and/or contractor's breach of the applicable provisions of this Agreement.

2.3. *Third Party Materials.* You acknowledge and agree that the Licensed Materials may include or incorporate Third Party Materials, which are provided for use in or with the Licensed Materials and not otherwise used separately. Third Party Terms for the particular Third Party Materials may be identified in a separate file included in the download. In the event of any conflict between the terms in this Agreement and Third Party Terms, the Third Party Terms shall govern. Copyrights to Third Party Materials are held by the copyright holders indicated in the Third Party Terms. In addition, certain Open Source Software as identified in a separate file included in the download, may be required to be installed by you in connection with its use of the Licensed Materials.

2.4. *Limited Rights.* Your rights in the Licensed Materials are limited to those expressly granted under this Agreement and no other licenses are granted whether by implication, estoppel or otherwise. GTI reserves all rights, title and interest in and to the Licensed Materials not expressly granted under this Agreement.

2.5. *Delivery.* Unless otherwise set forth in this Agreement, delivery of the Licensed Materials will be made electronically.

2.6. *Support or Maintenance.* During the License Period, GTI may, at its discretion, provide support or maintenance on an "as available" basis only for your use of the Licensed Materials (particularly excluding Third Party Materials or Open Source Software).

3. Ownership

GTI retains all right, title and interest to the Licensed Materials. You have no obligation to provide GTI any error reports, corrections, feedback and suggestions concerning the Licensed Materials ("Feedback"). However, GTI may use and include any Feedback that you provide to improve the Licensed Materials or other GTI products, technologies or materials. Accordingly, if you provide Feedback, you agree that GTI, at its option, may, and may permit its licensees, to make, have made, use, have used, reproduce, license, distribute and otherwise commercialize the Feedback in the Licensed Materials or in other GTI products, technologies or materials without the payment of any royalties or fees to you. All Feedback becomes the sole property of GTI and may be used in any manner GTI sees fit, and you hereby assign to GTI all of its right, title and interest in and to any Feedback. GTI has no obligation to respond to Feedback or to incorporate Feedback into the Licensed Materials.

4. Confidentiality

Confidential Information means the terms of this Agreement, and any information disclosed under this Agreement that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Neither party will use the other party's Confidential Information, except as necessary for the performance of this Agreement, nor will either party disclose

such Confidential Information to any third party, except to its employees, affiliates, contractors and professional advisors that have a need to know for the performance of this Agreement. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement as required pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such disclosure: (i) gives reasonable notice to the other party to enable it to contest such order or requirement prior to its disclosure (whether through protective orders or otherwise), (ii) uses reasonable effort to obtain confidential treatment or similar protection to the fullest extent possible to avoid such public disclosure, and (iii) discloses only the minimum amount of information necessary to comply with such requirements.

5. Fees

Your use of the Licensed Materials under this Agreement is not subject to a payment of fees, unless otherwise set forth in a separate written agreement between the parties ("Fees").

6. Disclaimer of Warranty

THE LICENSED MATERIALS AND OTHER CONFIDENTIAL INFORMATION ARE PROVIDED "AS IS" AND GTI EXCLUDES AND DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GTI OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS AND ANY OTHER CONFIDENTIAL INFORMATION AND/OR SERVICES PROVIDED BY GTI UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT SHALL GTI'S TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNTS RECEIVED BY GTI FOR YOUR USE OF THE PARTICULAR LICENSED MATERIALS DURING THE TWELVE (12) MONTHS PERIOD BEFORE THE LIABILITY AROSE (OR UP TO US\$500 IF YOU ACQUIRED THE LICENSED MATERIALS FOR NO CHARGE). The above limitations shall apply (i) regardless of failure of essential purpose of any exclusive or limited remedy, and (ii) whether or not the party has been advised of the possibility of such damages.

You acknowledge and agree that the Third Party Materials are provided "as is" and any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall GTI be liable for any direct or indirect claim, damages or other liabilities, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Third Party Materials or the use of such Third Party Materials by you or any third party.

You acknowledge and agree that the Open Source Software are made available and distributed under their corresponding licenses where the software is offered “as is” and without warranty. The use of the Open Source Software is at your own discretion and at your own risk. In no event shall GTI be liable for any direct or indirect claim, damages or other liabilities, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Open Source Software or the use of such Open Source Software by you or any third party.

8. Term and Termination

8.1. *Term.* This Agreement shall be effective as of the Effective Date and shall remain in effect until the end of the License Period, unless earlier terminated in accordance with this Section 8.

8.2. *Termination for Cause.* GTI may immediately terminate this Agreement by giving email notice to you, if (i) you committed a material breach of any of its obligations under this Agreement including but not limited to violating GTI’s Intellectual Property Rights; (ii) if you cease to do business.

8.3. *Effect of Termination.* Upon expiration of the License Period or any termination of this Agreement, all licenses to the applicable Licensed Materials will immediately terminate and you will immediately cease all use of the Licensed Materials and return or destroy (and, at GTI’s request, certify such destruction) all copies of the Licensed Materials. Sections 1 (Definitions), 2.2 (License Restrictions), 2.4 (Limited Rights), 3 (Ownership), 4 (Confidentiality), 5 (Fees), 6 (Disclaimer of Warranty), 7 (Limitation of Liability), 8.3 (Effect of Termination), and 9 (General) will survive any termination or expiration.

9. General

9.1. *Governing Law and Venue.* This Agreement will be governed by and construed under the laws of the State of California and the United States without regard to the conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to the personal jurisdiction of the federal and state courts located in Santa Clara County, California, USA.

9.2. *Force Majeure.* Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) to the extent due to causes beyond its reasonable control for so long as such force majeure event continues in effect.

9.3. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

9.4. *Waiver.* The failure to enforce any provision shall not constitute a waiver of such provision or the right to enforce such provision or any other provision.

9.5. *Relationship of the Parties.* The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever or constitute the parties as partners or joint ventures.

9.6. *Assignment.* This Agreement may not be assigned without the prior written consent of the other party, except that GTI is entitled to assign this Agreement without consent of Licensee to a successor due to a merger, reorganization or transfer of assets. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9.7. *Export.* You shall comply with all applicable rules and regulations of the United States and other countries and jurisdictions, including but not limited to those relating to the export or re-export of commodities, software and technical data insofar as they relate to the activities under this Agreement. You acknowledge that commodities, software and technical data provided under this Agreement may be subject to restrictions under the export control laws and regulations of the United States and other countries and jurisdictions, as applicable, including but not limited to the U.S. Export Administration Regulations, as may be amended from time to time, and shall obtain any approval required under such laws and regulations whenever it is necessary for such export or re-export.

9.8. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto and supersede all prior negotiations or communications between the parties relating to the subject matter hereto.