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1. Scope of the Software

- 1.1 The term “**Software**” as used herein, shall mean and include any and all of the following items provided or made available by TSC to you, regardless of whether such items are delivered on physical media, distributed electronically via the internet, provided on any other form of media, or furnished in any other manner: (i) computer programs, including all software implementations of algorithms, models, and methodologies, whether in source code, human-readable form, or any other form; (ii) databases and compilations, including all data and collections of data, whether machine-readable or otherwise; (iii) descriptions, flowcharts, and other work products utilized in the design, planning, organization, and development of any of the foregoing; (iv) firmware, user interfaces, setting tools, development tools, and icons; and (v) all accompanying documentation, including user manuals and other training materials, relating to any of the foregoing.
- 1.2 The terms of this Agreement shall govern any upgrades or updates to the Software provided or made available by TSC that replace and/or supplement the original Software, except to the extent that such upgrade or update is accompanied by a separate license agreement, which TSC expressly states shall supersede this Agreement. In such event, the terms of that separate license agreement shall govern.

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- 2.1 TSC grants you a limited, non-exclusive license to use the Software solely (i) for your personal or internal business purposes, and (ii) exclusively to enable the intended use of the TSC products owned by you.

- 2.2 The Software is licensed to you, not sold. TSC either owns or has obtained licenses from third-party licensors who own, all copyright, trade secret, patent and other proprietary rights in and to the Software. Title, ownership rights, and intellectual property rights in and to the Software shall remain with TSC and/or its licensors. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary notices appearing on any copies of the Software. All rights not expressly granted to you herein are reserved by TSC and/or its licensors.

3. Restrictions on Use

- 3.1 High-Risk Use Prohibited. The Software is NOT fault-tolerant and is NOT designed, manufactured, or intended for use in hazardous situations or environments requiring fail-safe performance. The Software shall NOT be used in applications where its failure could lead to death, personal injury, or severe physical or environmental damage (the “**High-Risk Activities**”). High-Risk Activities include, but are not limited to: operating nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, or weapons systems. TSC expressly disclaims any express or implied warranty of fitness for High-Risk Activities.
- 3.2 Modifications and Reverse Engineering. You agree not to, and shall not enable any third party to, modify or create derivative works of the Software. You may not transmit the Software over any network, by telephone, or by any electronically means except as expressly permitted under this Agreement. You shall not reverse engineer, decompile, disassemble, or attempt to derive the source code of, decrypt, modify the Software, or otherwise circumvent any technological measures or limitations embedded in the Software that restrict its use or functionality.
- 3.3 Compliance with Laws. You shall not use the Software for any unlawful purpose, including, without limitation, any activities that infringe upon intellectual property rights, privacy rights, export control laws, or any other applicable statutory or regulatory requirements. You shall not use the Software to develop, distribute, or disseminate any malicious software, nor to gain unauthorized access to any computer system, network, or data.
- 3.4 Copy Restrictions. You agree not to duplicate or copy the Software except that you may make one (1) copy solely for internal backup or disaster recovery purposes. Any such copy shall contain all copyright and other proprietary notices as those contained on the original.

4. Transfer Restrictions

- 4.1 You shall not rent, lease, lend, sell, transfer, redistribute, or sublicense the

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- 4.2 Upon any transfer of the Software as permitted under Section 4.1, your license shall automatically terminate. You must deliver all copies of the Software to the transferee and retain no copies yourself. Any attempted transfer not conducted in compliance with this Section 4 shall be null and void, shall constitute a material breach of this Agreement, and shall result in the immediate termination of your license.

5. Term and Termination

- 5.1 This Agreement shall remain in effect until terminated. Termination of this Agreement may occur either by mutual written consent of you and TSC, or unilaterally by TSC if you fail to comply with the terms of this Agreement, provided that such failure is not remedied within a specified cure period, which shall be determined solely at TSC’s discretion.
- 5.2 Upon termination, you shall immediately cease all use of the Software and shall destroy all copies of the Software and any related documentation. Upon TSC’s request, you shall provide written certification confirming such destruction. Sections 5, 6, 7, 8, 9, 12, 13 and 14 of this Agreement shall survive any such termination.

6. Disclaimer of Warranty and Remedy

- 6.1 TSC warrants that for a period of ninety (90) days starting from the effective date of the purchase order between TSC and you, the Software will perform in substantial conformity with the specifications published by TSC, if any.
- 6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A

PARTICULAR PURPOSE, ACCURACY, FREEDOM FROM BUGS OR ERRORS, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TSC OR A TSC AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

- 6.3 TSC'S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY WARRANTY CLAIM ARISING UNDER SECTION 6.1, SHALL BE, AT TSC'S SOLE DISCRETION, EITHER (I) TO PROVIDE SUPPORT FOR THE SOFTWARE BASED ON THE WARRANTY CLAIM; OR (II) TO REPLACE THE SOFTWARE.

7. Limitation of Liability

- 7.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TSC OR ITS LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SOFTWARE, OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS USED IN CONJUNCTION WITH THE SOFTWARE, OR THIS AGREEMENT, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA). THIS LIMITATION OF LIABILITY APPLIES EVEN IF TSC OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2 IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES NOTWITHSTANDING THE DISCLAIMER AND LIMITATION OF LIABILITY SET FORTH IN SECTIONS 6 AND 7, THE ENTIRE LIABILITY OF TSC UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (I) THE ACTUAL AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE CLAIM, OR (II) THE TOTAL PURCHASE PRICE OF THE SOFTWARE LICENSE.

8. Consent to Use of Data

TSC may collect, maintain, process, and use technical data and related information, including but not limited to information regarding your device, system and application software, and peripherals, which is gathered periodically to facilitate the provision of software updates, product support, and other services, as well as to verify compliance

with the terms of this Agreement. Provided that such information is in a form that does not personally identify you, TSC may use it for the purposes of improving its products or providing services.

9. Confidentiality

You agree to maintain in strict confidence all information that is designated as “confidential” (or by a similar designation), or that, by its nature, constitutes valuable, non-public proprietary information of TSC, which you obtain or access through your use of the Software. You shall be responsible for any breach of this confidentiality obligation by your employees, agents, contractors, or any other third parties to whom you disclose such information solely on a need-to-know basis. You agree to take all reasonable measures to ensure that such persons comply with the terms of this confidentiality obligation to the same extent as you are bound herein.

10. Audit Rights

TSC reserves the right to audit your use of the Software at TSC’s expense, upon reasonable notice, to verify compliance with this Agreement. In the event that such audit discloses any unauthorized use, you shall promptly pay TSC all applicable license fees and reimburse TSC for the reasonable costs incurred in conducting audit.

11. Government Users

Use, duplication, or disclosure of the Software by or for the U.S. Government is subject to restrictions as set forth in FAR 242.227-7013 and FAR 52.227-19, as applicable.

12. Indemnification

You agree that you will indemnify and hold harmless, and upon TSC’s request, defend TSC and its directors, officers, shareholders, employees, suppliers and agents from and against any and all losses, liabilities, damages, costs, expenses (including reasonable attorneys’ fees), actions, suits, and claims arising from any breach of any of your obligations in this Agreement.

13. Governing Law and Jurisdiction

13.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of China (Taiwan), without regard to its conflict of law principles.

13.2 You agree that the Taiwan Taipei District Court shall have exclusive jurisdiction as the court of first instance over any and all disputes, controversies, or

differences which may arise out of or in connection with this Agreement.

14. Severability

If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect. You agree that the invalid, illegal, or unenforceable provision shall be revised, modified, or reformed to the minimum extent necessary to make it valid, legal, and enforceable while preserving, to the greatest extent possible.

15. Third-Party Components

TSC may, solely as a convenience, provide access to certain third-party software within the Software. Certain components of the Software may be subject to third-party licenses, including, without limitation, open-source software licenses. To the extent that the Software includes access to or use of such third-party software, TSC makes no express or implied representations or warranties and assumes no obligation to provide technical support or any other form of support for such third-party software. Each third-party software component is protected by its own copyright and governed by its own license terms. You are responsible for reviewing and complying with all applicable third-party license agreements to understand your rights and obligations thereunder.

16. Entire Agreement

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms. No change in this Agreement is effective unless written and signed by an authorized representative of TSC. By installing and/or using the Software, you signify your acceptance of and agreement to be bound by these terms.