

3S System Technology Inc.

6F., No.5, Lane 16, Sec. 2, Sichuan Rd. Banqiao Dist., New Taipei City 220620, Taiwan (R.O.C.) www.3svision.us



3Svision Customers License Agreement

IMPORTANT-READ CAREFULLY BEFORE USING THIS SOFTWARE: This License Agreement ("License Agreement") for a certain 3Svision product is a legal agreement between you (either an individual or an entity) and 3S POCKETNET TECHNOLOGYINC. And its third party suppliers and licensors (collectively "3Svision") for all the relevant software (which includes components provided by suppliers and licensors to 3Svision) bundled with the 3Svision product purchased by you ("software").

YOUR ACCEPTANCE BY ACTIVATIN, USING, DOWNLOADING OR INSTALLING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT.

If prior to indicating your acceptance by activating, using downloading or installing the Software, you determine that you are unwilling to agree to the terms of this License Agreement, you have no right to use the Software and you should: (i) promptly return the Software to 3Svision or delete it, or (ii) if you have purchased the 3Svision Product on which the Software is pre-installed by or on behalf of 3Svision, promptly return the 3Svision Product and the accompanying Software and items (including documentation and packaging)to 3Svision or the 3Svision authorized distributor from whom you purchased the 3Svision Product.

ANY THIRD PARTY SOFTWARE THAT MAY BE PROVIDED WITH THE SOFTWARE IS INCLUDED FOR USE AT YOUR OPTION. IF YOU CHOOSE TO USE SUCH THIRD PARTY SOFTWARE, THEN SUCH USE SHALL BE GOVERNED BY SUCH THIRD PARTY'S LICENSE AGREEMENT. 3Svision IS NOT RESPONSIBLE FOR ANY THIRD PARTY'S SOFTWARE AND SHALL HAVE NO LIABILITY FOR YOUR USE OF THIRD PARTY SOFTWARE.

1. GRANT OF LICENSE. 3Svision hereby grants to you a non-exclusive, non-transferable and restricted license to use the Software and any related documentation ("Documentation") subject to the following terms:

You shall use the Software solely in conjunction with the device in which the Software is originally embedded.



- 2. LICENSE RESTRICTIONS.
 - a) Except to the extent otherwise expressly and unambiguously authorized by 3Svision or to the extent such restrictions are explicitly prohibited by applicable law, you shall NOT: (i) permit other individuals to use the Software; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation; (iii) copy the Software or Documentation (except for a back-up upon a repair/replacement, provided that such back-up is not installed or used on any computer, and shall be deleted/destroyed immediately after repair/replacement,. Any other copies You make of the Software are in violation of this Agreement); (iv) rent, lease, transfer, sublicense or otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation; or (vi) add, integrate or combine any other software with the Software. Any such forbidden use shall immediately terminate your license to the Software.
 - b) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concern relevant copyright and other intellectual property rights and/or the export controlling regulations.
 - c) You shall only use the Software for your private, non-commercial use. You shall not use the Software in any way to provide, or as part of, any commercial service or application. You shall not use the Software in an attempt to or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.
- 3. TITLE. Title, ownership, rights, and intellectual property rights in and to the Software and Documentation shall remain in 3Svision (including all its relevant suppliers/licensors). The Software is protected by the copyright laws of the United States and international copyright treaties. Title, ownership rights and intellectual property rights in and to the content





- 4. accessed through the Software including the content contained in the Software media demonstration files, shall be retained by the applicable Content owner and may be protected by applicable copyright or other law. This license gives you NO rights to such Content.
- 5. DISCLAIMER OF WARRANTY & LIMIT OF LIABILITY. THE SOFTWARE. DOCUMENTATION, AND CONTENT ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND. 3SVISION FURTHER DISCLAIMS ALL WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE. DOCUMENTATION, AND CONTENT REMAINS WITH YOU. IN NO EVENT SHALL 3SVISON AND ITS EMPLOYEES OR LICENSORS OR AFFILIATES BE HELD LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNTIVE, OR OTHER DAMAGES FOR LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, OR THE CONTENT, EVEN IF 3SVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 3SVISION'S TOTAL LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT SHALL NEVER EXCEED THE PURCHASE PRICE YOU PRAID FOR THE 3SVISION PRODUCT YOU BOUGHT.

Any software is not fault tolerant whether provided by a third party or 3Svision. Where you the customer installed the software on the device, 3Svision is not responsible for how it operates on the device. The software was designed for systems that do not require fail-safe performance. You may not use the software in any device or system in which a malfunction of the software would result in foreseeable risk of loss, injury or death to any person. This includes operation of nuclear facilities, or use in risky and dangerous situations or environments.

6. INDEMNIFICATION. You agree to hold harmless, indemnify and defend 3Svision, its officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any claims that you have (i) viewed, downloaded,





- 7. encoded, compressed, copied or transmitted any materials (other than materials provided by transmitted any materials (other than materials provided by 3Svision) in connection with the Software in violation of another party's rights or in violation of any law, or (ii) violated any terms of this License Agreement.
- 8. TERMINATION. This License Agreement will automatically terminate if you fail to comply with any term hereof No notice shall be required from 3Svision to effect such termination.



