

USER LICENSE AGREEMENT ("EULA")

1. Preface

Please read the following Agreement carefully before installing the Software.

This User License Agreement ("EULA" or "Agreement") is an agreement between you ("You" or "User"), and software company, the Software provider, and the provider of approved services. By installing, copying, downloading or otherwise using the Software the User agrees to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE SOFTWARE. Please immediately stop installing, copying, or otherwise using the Software, plus delete any parts of the Software that you have installed or stored.

2. Definitions

Software: In this Agreement "Software" means information processing program or supporting file composed of modules or functional units, with supporting files of all or part of source code, object code and relevant images, photos, icons, video, sound record, video record, music, text, code; plus descriptions, functions, features, contents, quality, tests, user manual, EULA and other hardcopies or electronic version of documents or technical files ("Software Product" or "Software") relevant to the Software of interest or company's products.

You: In this Agreement "You" means any individual or individual entity, corporate entity including company, enterprise, organization or section that has obtained license to legally use of the Software.

Probationary Period: In this Agreement "probationary period" means the period before completion of user registration which allows Users to evaluate the Software within its entity.

3. Software Permit

On the condition that You comply with the Agreement, company grant You the permits of:

1) Permit of Probationary Period

Within the probationary period, You may install this Software on one device which is under your control for the purpose to evaluate this Software, and you may use the complete function offered by this Software.

2) Permit of Business Use

a) Rights for Installation and Use: You may install and use this Software on one device which is under your control, and you may use the complete function offered by this Software.

b) Backup: You may make one copy of the Software for backup use. Unless separately stated in the Agreement, You may not make extra copies of the backup copy for any purpose and in any method, including attached printed materials, electronic files.

4. Limitation of Rights

1) Single Use: You may not install the Software on more than one device, unless otherwise agreed by both parties.

2) Sharing Software Restriction: You may not share all or part of the Software to use its full or partial function on more than one device.

3) Software Decomposition Restriction: You may not decompose the Software to use its various functions on different devices or embed its parts into other software systems.

4) Restriction on Software Completeness: You may not delete any statements or warnings regarding copyright, and you may not alter, modify or delete any trademarks or logos in the Software.

5) Restrictions on Reverse Engineering, Decompilation and Disassembly: You may not perform reverse engineering, decompilation and disassembly toward the Software.

6) Assignment Restriction: Only if company provide with written permission, You may not announce, assign, rent out, lend out, re-permit, distribute full or part of the Software or its single copy to any third party.

7) Confidentiality: Unless there is prior written notice from the company, you will reveal software performance, evaluation results, testing results, technical secret or any other confidential information of the same level to any third party.

5. Intellectual Proprietary Rights

1) The Software is developed by company. All rights not expressly authorized to You in this Agreement are reserved by company in accordance with China and International laws.

2) All copyrights and intellectual property rights regarding the Software are protected by China and International copyright laws. You may use the Software according to the Agreement only. Unless you have been specifically permitted to do so by company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

3) Right of Trademark: You will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

4) All contents relating intellectual property rights including but not limited to patent, copyright, right of trademark, business secret, and technical secret, are owned by the entity that provide that content to company. company reserves the right to generate benefits and profits from such intellectual property. Excluding contents in the Software but including contents accessible via the Software, their ownership and intellectual property rights are owned by the person from which such content originated, and these contents may be protected by China and International copyright laws or other intellectual property laws.

5) You acknowledge that all intellectual property rights raised by any improvements, modifications, or adjustments of the Software via your use of the Software, directly or indirectly, are the property of company.

6. Technical Support

For any doubts, problems raised during installation and use of the Software, You may contact company for assistance.

7. Software Updates

1) Company reserves the right to provide User with update of the Software.

2) Update Permit: In case the Software updates with the permission from company, User shall continue complying with the Agreement unless company announces a substitute.

3) You agree to receive such updates (and permit company to deliver these to you) as part of your use of the Services.

8. Limitation of Warranty

1) Except the items expressly guaranteed by company, the risks raised due to any other defaulted, marketable, special uses of the Software are at your own risk.

2) Due to the differences and complexity among software and hardware, company does not guarantee that the Software will be compatible with all software and hardware systems, and it will operate properly under those conditions or meet your expectation.

3) The Software if involved with network service may be affected by instable factors and virus, hacker attack, system instability and other force majeure which may cause the Software unable to meet your expectation. You acknowledge the above conditions are at your own risk.

9. Limitation of Liability

1) Company has no responsibility, express or implied, for any damages caused through using the Software within the probationary period.

2) All liabilities of company are limited up to Software price that You have paid.

3) Company has no responsibility and does not guarantee for any accidents, abuses, errors, bugs, and problems rises due to unauthorized modification of the Software.

4) Company shall not be liable to You for any direct, indirect, incidental, special consequential or exemplary damages or losses, including but not limited to personal injury, business loss, trade interruption, information or data loss or any other monetary loss, which may be incurred by using the Software, even in case company has been informed with these damages or losses.

10. Termination of Agreement

In the event the User is in breach of any clause of this Agreement, company may terminate the Agreement at any time or immediately. Following the termination, User must immediately stop using the Software, delete all copied or installed Software contents and its copies. If required by company, User shall provide corresponding written proofs. If User is in breach of any clause of this Agreement which cause losses to company, the User is solely liable for resulted losses.

11. Export Restrictions

You agree to comply with all applicable international and national importation and/or exportation laws that apply to the Software, as well as end-user, end-use, and destination restrictions issued by corresponding governments. Unless authorized by government agency, the Software may not be transferred, transmitted or otherwise exported or re-exported to any country, person or entity subject to applicable import and/or export restrictions. This obligation will survive termination of the Agreement.

12. Arbitration and Jurisdiction

This EULA is governed by PRC Law, while the explanation and execution of the EULA and the settlements of all disputes shall be performed exclusively in the courts of jurisdiction where company locates. Both parties shall attempt to settle disputes via friendly discussion and negotiation before bringing them up to court.

13. Others

Company may make changes to the EULA from time to time. When these changes are made, company will make a new copy of the EULA available at company's website and new additional terms or modified old terms will be made available to you from within, or through, the affected Services. If You not accept the new EULA, please immediately stop using the Software, otherwise, company will treat your use as acceptance of the updated EULA.