



CIPHERLAB AGILITY INTELLIGENCE SERVICE TERMS AND CONDITIONS

IMPORTANT

This TERMS AND CONDITIONS (the “T&C”) is a legal agreement between the entity or person (“Customer”, if Customer is entering into this T&C for an entity, Customer represents that Customer has the authority to bind that entity.) placing an order (the “Order”) for or accessing CipherLab Agility Intelligence Service (the “Service”) and CipherLab Co. Ltd., (“CipherLab”, “we”, or “us”, a ROC corporation) for the Service.

By indicating Customer’s acceptance of this T&C or accessing or using the Service, Customer is accepting and agrees to be bound by all of this T&C and CipherLab’s technical documentation and usage guides for the Service (the “Documentation”), which together constitute this “Agreement”. Customer agrees that this Agreement is enforceable like any written agreement signed by Customer. No terms or conditions stated in an Order, vendor onboarding process or web portal, or any other Order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after acceptance of this Agreement.

If Customer does not agree to this T&C or to any other portion of this Agreement Customer must not use the Service. By signing up CipherLab Agility Intelligence Service and/or accepting this Agreement, Customer acknowledges that Customer is deemed to have agreed to this T&C and CipherLab's Privacy Policy as announced on CipherLab website. <https://www.cipherlab.com/en/a4-10996/Privacy-Policy.html>

The “Effective Date” of this Agreement is the date which is the earlier of (a) Customer’s first use or access to the Service or (b) the date when Customer clicks “I accept” or similar button. This Agreement will govern Customer’s initial purchase from the Effective Date as well as any future purchases made by Customer that reference this Agreement.

CipherLab will make the Service available to Customer and its User for use in accordance with this Agreement.

To use the Service (e.g. login and/or access to) Customer must register with the authorized account (the “Account”) and login passwords (“Login Credentials” which may consist with any ID, passwords, authentication keys, registration information, or security credentials that enable Customer’s access to the Service and management of the Account in the Service.). Customer must keep Login Credentials accurate, complete and safe during the Period (as defined below) Customer uses the Service.

Customer may designate and grant its respective contractors, customers and consumers to use the Service (hereinafter collectively referred to as the “User”) for the benefit of Customer or such User. To be a User means such User is accepting and

agrees to be bound by this Agreement. Customer's and User's use of the Service will be governed by this Agreement. Customer shall be responsible for each User's use of the Service and for each User's compliance with this Agreement.

User ID and Password Protection. Customer will require that all permitted Users keep Login Credentials strictly confidential and not share with any unauthorized person. CipherLab will have no liability for actions taken using Customer's Login Credentials, including any unauthorized use or access caused by misuse or misappropriation of such Login Credentials. Customer will be responsible for restricting access by any User who is no longer authorized to access the Service.

Customer and User will be responsible for uploading data or data files in a format consistent with the requirements set forth in the Documentation to the Service through the Account for storage in a data repository or for use in a service algorithm by complying with the Service ("Data", as further described in the Documentation). Errors in loading Data to the Service due to defective media, erroneous data or failure to meet such requirements may cause Data to be rejected by the Service and CipherLab will have no responsibility for any related impact on Customer's and User's ability to access or use the Service.

Customer and User retain all right, title and interest in and to the Data each of them uploads to the Service and all intellectual property rights in such Data. Customer and User are solely responsible for taking steps necessary to back up and protect Data, especial that sensitive or confidential information, or personal data, included in Data.

Customer and User must not upload to the Service any Data that: (a) it does not have a right to upload to the Service; (b) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (c) may create a risk of harm or any other loss or damage to any person or property; or (d) may constitute or contribute to a crime or a tort. If Customer and User submit/upload any Data which in contravention of the restriction set forth here, it will be solely responsible for the consequences of such submission.

Customer will ensure that its and User's use of the Service and all Data are at all times compliant with this Agreement, Customer's privacy policies which shall include appropriate security and access controls, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

Each of Customer and its User is solely responsible for the accuracy, content and legality of its own Data. Each of Customer and its User represents and warrants that it has sufficient rights in its own Data to grant the rights granted to CipherLab under this Agreement and that its own Data does not violate the privacy or other rights of any third party. Customer is responsible for all Users who access Data.

Subject to the terms of this Agreement, Customer and User hereby grant to CipherLab a non-exclusive, worldwide, royalty-free right to use, copy, store, collect, transmit, modify, create derivative works of, display, access to (including to view, download,

and query Data) and analyze Data solely to the extent necessary to provide the Service to Customer and User, or to prevent or address service or technical problems under this Agreement, or as may be required by law. At all times Customer and User remain responsible for its Data as set forth in the Agreement. It is Customer's and User's sole responsibility to evaluate any risks related to its sharing of Data with CipherLab and CipherLab has no control over, and will have no liability for, any acts or omissions of Customer and its User with respect to such sharing of Data.

Notwithstanding the foregoing, we will not access Data except as necessary to provide the Service, or in the case that we are required by a court order, subpoena, agency action, or any other legal or regulatory requirement to disclose any of Data we will provide Customer with notice and a copy of the demand as soon as we could, unless we are prohibited from doing so pursuant to applicable law. If Customer requests, we will, at Customer's expense, take reasonable steps to contest any required disclosure. We will limit the scope of any disclosure to only the information we are required to disclose.

CipherLab may analyze Data and make a report for Customer ("Report"). Customer acknowledges that Report is provided or made available to Customer solely for Customer's internal testing, evaluation, and other non-productive use of the Service during the Period, which may not be complete, current, or accurate and CipherLab may delete or require Customer to cease using Report at any time upon advance notice.

Customer will not (and will not permit any third party to) copy, export or provide Report to any person other than the User who provides the Data that is the basis of the Report. By accessing or using the Report provided by Customer, User acknowledges that: (a) CipherLab has no liability for such Report or User's use of such Report, (b) CipherLab may collect information about User's use of and access to such Report.

Notwithstanding the foregoing, Customer is responsible for (a) any use of the Service that occurs under Customer's Login Credentials, (b) Data, including (i) any data, information and content uploaded into the Service for processing, storage or hosting, by Customer, by User or by any use of the Service with the Account and/or Login Credentials, but does not include data we collect for monitoring, and (ii) all text, sound, video, or image files, and software (including machine images), or other information, and (c) Customer's and User's use compliance with the Agreement.

Meanwhile, Customer is solely responsible for (a) ensuring that the Service and its security is appropriate for Customer's intended use and Data, and (b) taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Data. Those steps include (a) configuring the Service appropriately, (b) controlling access Customer provides, (c) ensuring the security of Data while it is in transit to and from the Service, (d) using encryption technology to protect Data, and (e) backing up Data.

Customer may use any data, including all text, sound, video, or image files, and software (including machine images), or other information provided by a third party that interoperates with the Service, including open source software, but that is not embedded in or required for use of the Service (Third-Party Content). If use

Third-Party Content, Customer is responsible for complying with any terms that are presented to Customer when Customer accesses that Third-Party Content, including any separate fees or charges for using that Third-Party Content. We may suspend or terminate provision and hosting of any Third-Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change.

If Customer becomes aware of that any of Customer's use, Data, or any Third-Party Content violates the Agreement, Customer must promptly remove that Data or Third-Party Content, suspend use the Service and notify us. If Customer believes the Account has been compromised, including any unauthorized access to or use or disclosure of any Account information, passwords, user names, or Login Credentials, Customer must notify us as soon as possible with a written notice. If we reasonably believe a problem with the Service may be attributable to Customer's use of the Service or to Customer's Content, Customer must cooperate with us to identify the source of the problem and to resolve the problem.

In order to facilitate delivery of the Service (e.g. tracking entitlements, providing support, monitoring the performance, integrity, and stability of the Service's infrastructure, and preventing or addressing service or technical issues) and to develop, improve, support, and operate our products and services during and after the term of this Agreement, (a) we will monitor, collect and use query logs, configuration, performance, and any data relating to the operation, support and/or about Customer's and User's use of the Service. Customer must not interfere with that monitoring, (b) we may review and analyze Data to address a Technical Support request. We may use the results of that review and analysis, in combination with (i) data we collect from Customer regarding Customer's use of the Service and (ii) information we maintain about the Account, to provide support to Customer, and to improve the Service, our products, services, and Customer's experiences, or (c) Customer and its User may provide comments suggestions, enhancement requests, recommendations, corrections, or other feedback regarding the Service ("Feedback") to us and we may freely use and incorporate into our products and services that Feedback without restriction, in such case Customer and its User hereby irrevocably assigns to us all right, title, and interest in and to that Feedback.

To use of the Service must be subject to this Agreement. This T&C shall follow the then-current TERMS AND CONDITIONS on the Service. We reserve the right to modify, explain and state about this T&C and the Agreement. We may from time to time: (a) modify this T&C and/or this Agreement, or (b) cease providing the Service. Any changes will become effective on the date published on the Service. Customer's continued use of the Service will be deemed acceptance of the modification for the Service, this T&C and/or this Agreement. It is Customer's responsibility to check for the modifications set forth above at the time Customer uses the Service.

If Customer elects to terminate use of published because of that change set forth above, Customer must notify us with a 30 days prior written notice. In such case, the termination will be effective as of: (a) the date we receive Customer's notice of termination; or (b) any later date specified in Customer's notice, provided that the effective termination date must not be more than 90 days after the date on which we receive Customer's notice. Customer will be responsible for all fees incurred prior to the effective date of any termination. We will refund any prepaid fees prorated as of

the effective date of such termination. AND such termination and refund set forth here, is Customer's sole and exclusive remedy if we make a material, detrimental change to the Service, this T&C and/or the Agreement.

Customer and User must use the Service only (a) on CipherLab products, (b) during the Period, (c) for Customer's own benefit, and (d) in accordance with the Agreement and this T&C.

Customer must not reverse engineer, decompile, disassemble, hack into, or otherwise seek to obtain the source code or non-public APIs to the Service.

Customer must not transfer any of Customer's rights of use the Service to any others. Customer must not: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Service to any third party; or (b) use the Service (i) in a way that prohibited by law or that would cause Customer or us to be out of compliance with applicable law, (ii) in a way that could harm the Service or impair anyone else's use of it, (iii) in a way intended to work around the Service's technical limitations, recurring fees calculation, or usage limits, (iv) to violate any rights of others, (v) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service or any other service, device, data/Data, account/Account, or network, (vi) to distribute spam or malware, or (vii) for High Risk Activities; or (c) remove or obscure any proprietary or other notices contained in the Service..

Customer may receive software from us, incidental to Customer's use of the Service. Customer may use that software only (a) in connection with Customer's use of the Service, (b) for the Period, and (c) in accordance with the Agreement. If that software is subject to an accompanying license agreement, Customer must comply with the terms of that license. By using the software set forth here, Customer agrees to be bound by our [EULA](#) and software policy. If Customer does not agree, Customer must not use the software set forth here. To the extent use of the Service requires Customer to access software through a website, CipherLab grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during to access and use the website internally in connection with Customer's and User's use of the Service, subject to the terms and conditions of this Agreement.

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The Service is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. CipherLab or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service(including but not limited to any images, photographs and animations incorporated into the Service), all Documentation, any Service deliverables, and any and all related and underlying technology and documentation, the accompanying printed materials, any copies of the Service and any related software, including all modifications, enhancements, improvements; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "CipherLab IP").

This includes (a) any images, photographs and animations incorporated into the Service, (b) any information we collect and analyze regarding Customer's use of the Service pursuant to monitoring; and (c) any information we collect and analyze regarding Customer's Data. Customer may not copy the printed materials

accompanying the Service. Customer's rights to use the Service are limited to those expressly granted in the Agreement. No other rights are implied with respect to the Service, any related software, or any related intellectual property rights.

Except for the express limited rights set forth in this Agreement, no right, title or interest in any CipherLab IP is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for any Service.

Due to continued product development this information may change without notice. The information and intellectual property contained herein is confidential between Customer and us and remains the exclusive property of its original owner. If Customer finds any problems, please report them to us in writing. No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without our prior written permission.

The logo, product names are trademarks or registered trademarks of us and their respective registered owner. The use of these logo or names here is for identification as well as to the benefit of the owners, with no intention of infringement.

Should Customer has any questions concerning this T&C, Customer's use of the Service, or if Customer desires to contact CipherLab for any reason, Customer may contact e-mail: support@cipherlab.com.tw. In case Customer has any questions concerning Customer's use of the Service, we will provide support to Customer in accordance with our then-current applicable policy for the Service. Before contacting us for the support set forth here, Customer must protect and back up the data and information stored on the Service, and must confirm that the data and information is protected and backed up in accordance with any applicable regulatory requirements. We are not responsible for lost data or information arising from Customer's use of the Service or other malfunction on which the Service is used.

Confidential Information" shall mean all information that is identified as confidential at the time of disclosure by the Disclosing Party or proprietary due to the nature of the information disclosed. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All CipherLab IP and the terms and conditions of this Agreement will be deemed Confidential Information of CipherLab without any marking or further designation.

Customer agrees that CipherLab may use and display Customer's name, logo, trademarks, and service marks on CipherLab's website and in CipherLab's marketing materials in connection with identifying Customer as a customer of CipherLab. If CipherLab requests, Customer agrees to participate in a case study, press release and/or cooperate with CipherLab in speaking to the media, and to speak at a future CipherLab event.

This Agreement is effective as of the Effective Date and will remain in effect during the Period (including (a) the period for using the Service which Customer has purchased and any subsequent renewal periods, or (b) the period during which Customer is using the Service, for which Customer will be billed by following the

then-current the Service fees.) or until terminated as specified in this Agreement.

We may at our option to terminate Customer's use of the Service effective immediately upon written notice to Customer if (a) Customer fails to comply with the Agreement and this T&C; (b) we have the right to suspend Customer's use of the Service under the Agreement and this T&C; (c) if Customer becomes insolvent, files a voluntary petition under the Bankruptcy Code or is the subject of an involuntary petition there under, makes an assignment for the benefit of creditors, or if any party is in liquidation or dissolution or is in the process of winding up under the laws of any jurisdiction; (d) complying with applicable law; or (e) we may at our discretion to stop or terminate any use of the Service from time to time and notify or announce such information and the timeline for discontinuing any use of the Service at our website. If we terminate Customer's use of the Service, prior to expiration of the Period, pursuant to (e) set forth here, we will refund Customer's prepaid the Service fees prorated as of the effective date of the termination. If we terminate Customer's use of the Service, prior to expiration of the Period, pursuant to (a), (b), (c) or (d) set forth here, Customer will be liable for all fees due with respect to the Service for the remainder of the then-current Period.

Upon termination of Customer's use of the Service for any reason, Customer must: (a) stop using the Service, and (b) return or, if we request, destroy, any the Service documentation, software provided by us and any confidential information of us or our suppliers in Customer's possession or under Customer's control (other than information that must be retained pursuant to law).

Upon termination of Customer's use of the Service for any reason, Customer is responsible for ensuring that Customer have necessary copies of all Data prior to the effective date of any termination, AND we are entitled to delete any Data remaining in the Service. Except set forth in this T&C, any termination of the Agreement will not entitle Customer to any refunds, credits, or exchanges and Customer will be responsible for all fees incurred as of the effective termination date.

We may at our option to suspend or terminate Customer's use of the Service Customer's use of the Service if: (a) any payment is not received when due; (b) Customer is in breach of the Agreement or this T&C and do not cure that breach within 10 days after we notify Customer of that breach; (c) we reasonably believe that Customer's use of the Service poses a security risk to the Service or to other users of the Service; or (d) we reasonably suspect fraud or abuse. We will give Customer notice before suspending Customer's use of the Service if permitted by law or unless we reasonably determine that providing notice presents a risk of harm to the Service, to other users of the Service, or to any person or property, in which case we will notify Customer as soon as feasible or permitted. We will promptly allow Customer's access to the Service once we have determined that the issue causing the suspension has been resolved. Customer will remain responsible for all fees incurred before and during any suspension.

CIPHERLAB AND ITS SUPPLIERS WARRANT THAT THE SERVICE WILL PERFORM IN ACCORDANCE WITH CUSTOMER'S PURCHASE ORDER DURING THE PERIOD, PROVIDED THAT THE SERVICE HAS AT ALL TIMES BEEN USED IN ACCORDANCE WITH THE AGREEMENT AND THIS T&C.

OTHER THAN THE LIMITED WARRANTY SET FORTH HERE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, FOR OURSELVES AND ON BEHALF OF OUR SUPPLIERS, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE SERVICE AND TO ALL MATERIALS OR SERVICES PROVIDED TO CUSTOMER UNDER THE AGREEMENT OR THIS T&C, INCLUDING ANY THIRD-PARTY CONTENT. WE AND OUR SUPPLIERS DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SERVICE WILL MEET (OR IS DESIGNED TO MEET) CUSTOMER'S BUSINESS REQUIREMENTS.

THE ENTIRE LIABILITY OF CIPHERLAB AND ITS SUPPLIERS AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO MEET THIS WARRANTY AND FOR ANY INFRINGEMENT CLAIMS AND FOR ANY CLAIM UNDER THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO US FOR CUSTOMER'S USE OF THE SERVICE GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY SET FORTH HERE WILL NOT APPLY TO (a) OUR INDEMNIFICATION OBLIGATIONS UNDER THIS T&C OR (b) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CIPHERLAB OR ITS SUPPLIERS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE, OR LOSS OF CONTENT FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER FINANCIAL LOSS), UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF CIPHERLAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer is responsible for (a) defending us against any claim arising out of Customer's use of or inability to use the Service; (b) having sole control over the defense of any claim; and (c) indemnifying us from all fines, damages, and other costs finally awarded by a court of competent jurisdiction or a government agency, or agreed to in settlement that arising out of the use of or inability to use the Service. Customer may not, without our prior written consent, which will not be unreasonably withheld, conditioned, or delayed, settle any third-Party Claim if that settlement obligates us to admit any liability or to pay any unreimbursed amounts to the claimant,

or would affect any the Service or our business practices or policies.

Customer is responsible for (a) providing us with notice of any infringement claim within a reasonable period after learning of the claim (any delay in providing the notice will relieve us of our indemnification obligations); (b) allowing us to have sole control over the defense of any infringement claim; and (c) cooperating and assisting us with regard to any infringement claim. In case the Service, in our opinion, becomes or is likely to become the subject of an infringement claim, we will at our option to: (a) procure the rights necessary for Customer to keep using the Service; or (b) modify or replace the Service to make it non-infringing without materially reducing its functionality; or (c) terminate the Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Period.

Customer acknowledges that we will have no obligation with respect to any infringement claim based on: (a) use of the Service on non-CipherLab products; (b) use of the Service for a purpose or in a manner not permitted by the Agreement and/or this T&C; (c) any modification to the Service made without our express written approval; (d) any claim that relates to Third-Party Content, any technology, any derivative or other adaptation thereof that is not embedded into use of the Service by us; or (e) use of the Service provided on a no-charge basis.

Customer may not bring a claim under this Agreement more than 12 months after the cause of action arises.

Customer must pay all charges arising from Customer's use of the Service. Charges may consist of both a committed amount as well as additional amounts, including but not limited to charges for add-on features that Customer orders or enables, as well as charges Customer incurs based on actual usage of the Service (metered charges, or "overages"). Charges arising from Customer's use of the Service will be governed by the then-current the Service fees at the time of invoicing. The Service fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer must pay all charges no later than 7 days after the date of invoice. In case Customer does not pay the Service fees on time, Customer's will be charged an extra fee equal to 1.5% of the amounts not paid per week until we receive all payment of the Service fees. In case payment of any the Service fee is delinquent, we are entitled to suspend performance of all services regarding to The Service until we receive all payment of the Service fees.

All Orders are subject to the terms of the Agreement and are not binding until we accept them. Customer's Order will be deemed accepted when we deliver Customer's Login Credentials to the email address associated with the Account. We are not required to provide the Service to Customer until Customer provides to us all information we require for processing Customer's Order and provisioning the Service for Customer. All Orders are non-refundable and non-cancellable.

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. No party shall, for any purpose, be deemed to be an agent of the other party and no party shall have any right or authority to assume or create any

obligations or to make any representations or warranties on behalf of any other party in any respect whatsoever.

Customer may assign or otherwise transfer its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part, with the prior written consent of CipherLab. This Agreement binds and inures to the benefit of Customer and its successors and assigns.

Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer declares and warrants that (i) it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) it will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) it will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

No party shall be liable to any other party for failure or delay in the performance of any of its obligations under this T&C during the Period (except for a failure to pay Fees) and to the extent that such failure or delay is caused by riot, curtailments, civil commotion, war, hostilities between nations, governmental laws, orders or regulations, acts of God, storms, fires, accidents, strikes, explosions or other similar or different contingencies beyond the reasonable control of the respective parties. In the event of any such failure or delay, the time for the performance of their obligations shall be extended for a period no less than that lost by reason of the delay.

This T&C shall be governed by and construed, interpreted, applied and enforced in accordance with the laws of the Republic of China on Taiwan, excluding its laws with respect to choice of law. Any claim or controversy shall be brought exclusively in Taiwan Taipei District Court in accordance with the applicable jurisdictional requirements of the forum. The jurisdiction of the courts shall be binding and conclusive upon the parties, their successors, and assigns and they shall comply with such decision in good faith.