

License

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PROGRAMS. BY CLICKING "AGREE" OR BY DOWNLOADING, USING OR COPYING ANY PART OF THE PROGRAMS, YOU AGREE ON YOURSELF AND/OR ON BEHALF OF YOUR COMPANY OR ORGANIZATION TO THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT OR ARE UNABLE TO AGREE TO THE TERMS OF THIS LICENSE, YOU SHOULD NOT USE THE PROGRAMS, AND SHOULD CEASE TO DOWNLOAD OR USE THE PROGRAMS.

The programs, including but not limited to software and/or firmware (hereinafter referred to "Programs" or "PROGRAMS"), are owned by eGalax_eMPIA Technology Inc. (hereinafter referred to "EETI") and are compiled from EETI Source code.

1. Subject to the terms and conditions of this License, EETI hereby grants to Licensee a limited, non-exclusive, irrevocable, perpetual, worldwide, and royalty-free license to use the Programs for the sole purpose of operating with EETI's products ("the Purpose"), including but not limited to integrated circuit and/or controller (hereinafter referred to "Products").
2. Licensee may copy and distribute the Programs or copies thereof in any medium for the Purpose, provided that Licensee shall conspicuously and appropriately give the recipients all intact terms of this License along with the Programs or copies thereof.
3. Licensee may create any works based on the Programs or copies thereof (including works containing the Programs or any portion of it, either verbatim, with modifications, translated into other languages, using static linking, hereinafter referred to "Derivative Works") for the Purpose and distribute such Derivative Works under the terms of Section 2 above, provided that Licensee shall license the Derivative Works or copies thereof as a whole to the recipients under all terms of this License.
4. Works of Licensee using dynamic linking with the Programs ("the Linked Works") will not be considered Derivative Works, and Licensee may charge for the Linked Works. Provided that the Linked Works must include prominent notice with each copy of the Linked Works that the Programs are linked and that the Programs and their use are subject to the terms of this License.
5. Licensee has no right, including but not limited to copy, modify, distribute, sublicense, reproduce, translate, compile, decompile, reverse engineer, disassemble, apply, represent or create any Derivative Works of the Programs, except as expressly specified hereunder. Any violation hereof or attempt otherwise to copy, modify, sublicense or distribute the Programs will be void, and will automatically terminate Licensee's rights under this License.
6. This License will be automatically terminate without notice, should Licensee or any of its subsidiaries, affiliates or agents initiates directly or indirectly or take a direct financial interest in any patent assertion, including but not limited to any lawsuit or other action alleging direct, indirect, or contributory infringement or inducement to infringe any patent, including a cross-claim or counterclaim: (i) against EETI or any of its subsidiaries or affiliates, (ii) against any party if such patent assertion arises in whole or in part from any software, technology, product or service of EETI or any of its subsidiaries or affiliates, or (iii) against any party relating to the Programs.
7. Licensee agrees that EETI may collect, process and use diagnostic, technical, usage and related information about Licensee's use of the Programs, computer, system and application, software, and peripherals, and conduct audits of Licensee's policies, procedures and records, including but not limited to sales invoices, sales analysis reports, original invoices, inventory records, sublicense agreements, in order to verify Licensee's compliance with this License.

8. If Licensee gives any feedback about the Programs, Licensee grants to EETI, without charge, the right to use the feedback in any way and for any purpose.

9. THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE SHALL ASSUME THE ENTIRE RISK, LIABILITIES, COSTS, DAMAGES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) OF THE QUALITY AND PERFORMANCE OF THE PROGRAMS AND APPLICATION OR COMBINATION. EETI RESERVES THE RIGHT TO MAKE CHANGES WITHOUT FURTHER NOTICE TO THE PROGRAMS. IN NO EVENT WILL EETI BE LIABLE TO LICENSEE FOR ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAMS (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY LICENSEE OR THIRD PARTIES OR A FAILURE OF THE PROGRAMS TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF EETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE USE OR THE INCLUSION OF THE PROGRAMS IMPLIES THAT LICENSEE ACCEPTS THIS LICENSE AND ASSUMES ALL RISK AND IN DOING SO INDEMNIFIES EETI AGAINST ALL CHARGES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS TO INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

10. Licensee represents and warrants to EETI that all information provided to EETI in obtaining the Programs is true, valid, accurate and complete. Licensee agrees not to use the Programs for any unlawful or illegal purpose or in any manner that is inconsistent with the terms of this License or that infringes any rights and intellectual property rights of any third party or EETI, or that violates any applicable laws or regulations. Licensee agrees not to use, export, re-export, import, sell or transfer the Programs to any country or entity subject to an embargo or prohibited by any applicable laws or regulations.

11. Licensee agrees to indemnify, defend and hold harmless EETI, its directors, officers, employees, independent contractors and agents ("Indemnified Party") from and against any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorneys' fees and court costs) (collectively "Losses") incurred by any Indemnified Party as a result of any breach of this License, any breach of any certification, covenant, representation or warranty made by Licensee herein, any claims of misappropriation or infringement of any intellectual property rights or proprietary rights of any third party, or otherwise relating to or arising from the use of the Programs. In no event may Licensee enter into any settlement or similar agreement with a third party that affects EETI's rights or binds EETI, without the prior written consent of EETI.