

DAHUA SOFTWARE LICENSE AGREEMENT

Last modified: Jun 15, 2020

1. PREAMBLE

IMPORTANT NOTICE, PLEASE READ CAREFULLY:

1.1 This Agreement is a Software License Agreement between you and Zhejiang Dahua Technology Co., Ltd. ("Company" or "We"). Please read this software license agreement (hereinafter referred to as "Agreement") carefully before using the Software. By using Company Software, you are deemed to agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, please do not install or use the Software, and click the "disagree" button (If there is any provision for "agree" or "disagree"). If the Software you get is purchased as part of Company device, and you do not agree to the terms of this Agreement, you may return this device/Software within the return period to Company or authorized distributor where you purchased from for a refund, but it should be subject to the Company's return policy.

1.2 Consent to use of data

Your personal information, including phone number, product SN and MAC address of the user, may be required in order to provide certain functions, such as on-line updates, and resetting password. When dealing with such information, Company will act in accordance with the data processing principles provided by law and using proper technological measures and management system to make sure that your personal information is securely used and your legal rights are well protected.

Company stick on to personal information protection and has made the Product Privacy Policy to disclose the important information about the collection, usage, share, storage, and deletion of personal information. In all circumstance, your personal information will be handled according to the Product Privacy Policy. For the sake of a better protection of your personal information, you must have read and fully understood the contents of the "Product Privacy Policy" before using Company software.

By opening or using these functions, you are deemed to agree to be bound by the terms of this Agreement.

2. DEFINITIONS

"Software" refers to information processing program(s) or supporting file(s) consisting of a number of modules or functions. Supporting file(s) includes all or part of the Software source codes, object codes, and the images, photographs, icons, animations, audio, video, music, words and codes incorporated therein. It also includes all relevant paper or electronic information and technical documentation which describe the functions, characteristics, contents, quality, tests, customer manuals, user agreements, etc. (hereinafter referred to as "Software Products" or "Software").

"You" refers to natural person or legal entity that has obtained the right to use the Software under the license of Company. Legal entities include company, enterprise, institution, organization or work unit.

"Probation period" refers to a specific period before the official registration in which Company authorizes the internal use of users for evaluation purpose.

3. SOFTWARE LICENSE

Subject to your compliance with this Agreement, you are granted non-exclusive license including:

1) Probation license

You are granted to install the software on a single device controlled by you and use all the functions provided for evaluation purpose for free.

2) Commercial license

a) Right of installation and use: You are granted to install and use the software on a single device you control, and use all the functions provided thereby.

b) Back-up: You are granted to reproduce materials for archival purpose. Unless otherwise stated in this Agreement, you may not be permitted to copy the software or printed materials or electronic documentations accompanying for any other purposes and by any other means.

4. PERMITTED LICENSE USES AND RESTRICTIONS

1) Restrictions on single use

This Agreement does not allow the software to exist on more than one device at a time, unless otherwise agreed by both parties.

2) Restrictions on software sharing

You may not use part or all of the software on multiple devices by sharing all or part of the Software.

3) Restrictions on software decomposition

You can not use different functions on different devices or embed different parts of the Software into other software system by decomposing the Software.

4) Restrictions on integrity preserving

You can not remove any copyright statement or notice in the Software, nor smear, modify or delete any trademarks or logos appearing in the Software.

5) Restrictions on reverse engineering, decompile and disassemble

You can not reverse engineer, decompile or disassemble the Software.

6) Abidance by the law:

You agree to use the Software and/or the Services in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the Software and Services. Functions and services of the Software may not be available in all languages in all regions. Internet connection is required for some functions of the Software and Services.

7) Confidentiality restriction:

You may not disclose the performance of the software, or any other assessment, test results, technical secrets or any such confidential information derived from the Software to any third party without the written consent of Company.

8) Automatic updates

The software will periodically check with Company for updates. The update will automatically download and install onto your device, if one is available. It is deemed to accept the automatic download and installation onto your device once you used the Company software. You can turn off the automatic updates at any time by changing the Automatic updates settings.

5. DECLARATION ON INTELLECTUAL PROPERTY

- 1) The Software is developed by Company. Company reserves all the lawful rights of the software which are not expressly granted to you.
- 2) The Software is protected by laws of the People's Republic of China. Pursuant to this Agreement, you are only granted a nonexclusive license to use the Software, but not sell or transfer of the Software.
- 3) Trademark: This Agreement does not grant to you any right related to any trademark(s) or service mark(s) of Company or its supplier(s).
- 4) All intellectual property rights involved in the Software, including but not limited to patents, copyrights, trademarks, trade secrets and technical secrets, remain vested with their respective owners. Company reserves the right to profit from its intellectual properties. Furthermore, for any contents not contained in the Software but can be accessed by using the Software, its title and intellectual property rights remain vested with their respective owners and may be protected by applicable copyrights or other intellectual property laws and treaties.
- 5) You further acknowledge and agree that all intellectual property rights regarding any improvements, modifications or adjustment to the software, arising directly or indirectly by using the software, shall vest in Company.

6. TECHNICAL SUPPORT

For any queries or problems arising in the Software installation and use, please contact Company for a prompt solution.

7. TRANSFER

If the Company Software you obtained is pre-installed on Company device, You may make a one-time permanent transfer of all of your license rights (in its original form) to a third party, provided that: (i) the Software transfer must be accompanied by your Company device; (ii) the transfer must include all of the Company Software, including all its component parts, printed materials and this Agreement; (iii) you can not retain any copies of the Software, including copies stored on the computer or other storage device; (iv) the party receiving the Software agrees to accept the terms and conditions of this Agreement. An updated version of Company Software is deemed to be part of Company Software, and can not be transferred separately from the previous version.

8. DISCLAIMER OF WARRANTIES

8.1 You are responsible for the risks resulting from accessing to internet, including but not limited to, cyber attacks, hacker attacks, computer virus and etc. Please protect your network, data and personal information by taking necessary actions, including but not limited to modifying the factory default password and using a strong password, periodically changing the password, updating the firmware to the latest version, and so on. Company do not bear any responsibility for any dysfunction, information leakage or other problems.

8.2 If you are a consumer client (using the Software outside of your trade, business or profession), you may have legal rights in your country of residence which would prohibit the following limitations from applying to you, and if prohibited they will not apply to you. To find out more about rights, you should contact local consumer consulting organizations.

8.2.1 You expressly acknowledge and agree that, to the extent permitted by applicable laws, the use of the Software and any Service performed by or accessed through the Software is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

8.2.2 To the maximum extent permitted by applicable laws, the Software and Services are provided “as is” and “as available”, with all faults and without warranty of any kind, and Company hereby disclaim all warranty and conditions with respect to the software and services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and not-infringement of third party’s rights.

8.2.3 Company does not warrant against interference with your enjoyment of the Software and Services, that the functions contained in, or services performed or provided by the Software will meet your requirements, that the operation of the Software and Services will be uninterrupted and error-free, that any Service will continue to be made available, that defects in the Software or Services will be corrected, or that the Software will be compatible or work with any third party software, applications or third party services.

8.2.4 No oral or written information or advice given by Company or an authorized representative of Company shall create a warranty. Should the Software or services prove defective, you assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

9. LIMITATION OF LIABILITY

To the extent not prohibited by applicable laws, in no event shall Company, its affiliates, agents or principals be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss or profits, corruption or loss of data, failure to transmit or receive any data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Software and Services. Some jurisdictions do not allow the exclusion or extension of limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you. In no event shall Company’s total liability to you for all damages (other than may be required by applicable laws in cases involving personal injury) exceed the amount of money you spent on device. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

10. TERMINATION

This Agreement is effective until terminated. Your rights under this Agreement will terminate automatically or otherwise cease to be effective without notice from Company if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease the use of the Software, delete all contents that have been copied or installed on devices and backup copy(s). Section 1.2,8,9,11,12,13 of this Agreement shall survive any such termination.

You should be liable for any loss arising from your breach of the provisions of this Agreement to Company.

11. EXPORT CONTROL

You must comply with the national exportation/importation laws, as well as the end-users, end-use, and destinations restrictions applicable to the Software. Without the prior approval or permission of the necessary government authority, you may not export or re-export the Software, directly or indirectly, to any countries/regions that is subject to export restrictions. This obligation shall survive the termination of this Agreement.

12. CONTROLLING LAW AND SEVERABILITY

The interpretation, validity and dispute settlement of this Agreement shall be governed by the laws of the People's Republic of China. If a court of judicial jurisdiction finds any provision, or portion thereof, to be unacceptable, the remainder of this Agreement shall continue in full force and effect. Any disputes arising out of or in connection with this Agreement, the parties shall agree to submit to the People's Court where the jurisdiction Company is settled.

13. COMPLETE AGREEMENT; GOVERNING LANGUAGE

This Agreement includes the terms of the Agreement, other agreements expressly invoked in this Agreement, the various rules that may have been issued or may be issued in the future by Company, which are integral parts of this Agreement and shall have the same legal effect as it. Unless otherwise stated expressly, users who use the Company software are subject to this Agreement. No amendment to or modification of this Agreement will be binding unless in writing and signed by Company. Any translation of this Agreement is done for local requirements. In the event of a dispute between the Chinese and any non-Chinese versions, the Chinese version of this Agreement shall govern, to the extent not prohibited by local law in your jurisdiction.

14. OTHERS

This Agreement may be updated by Company at any time, you may obtain the updated Agreement after updating the Software through online-updates, and the updated terms of the Agreement shall take the place of the terms of the original Agreement once you update the Software. If you do not accept the revised term(s), please stop using the software immediately. Your continued use of the Software will be deemed to have accepted the updated agreement.