

Eyserver
End-User License Agreement

www.ezhometech.com

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This agreement (**EULA**) is a legal agreement between the person, company or organization that licensed **Eyserver** or its **Addons (Licensee)** and Ezhometech.

This **EULA** shall apply only to Eyserver or its Addons supplied by Ezhometech herewith regardless of whether other software is referred to or described herein.

1. DEFINITIONS

- 1.1. "**Licensed Products**" shall mean as mentioned below:
Documentation, License Key, Runtime Core of **Eyserver** and its **Addons**.
- 1.2. "**Documentation**" means any installation documentation, reference specifications, release notes, and readme files provided by EzHomeTech to license for use with the Licensed Products.
- 1.3. "**License Key**" means an electronic file, which is **serial_number.txt** and is provided by EzHomeTech to Licensee to enable Licensee's use of the Licensed Products.
- 1.4. "**Runtime core**" means any software components that are intended to be installed into a Target Device.
- 1.5. "**Target Device**" means a hardware device as dedicated server or virtual device as Virtual Private Server.
- 1.6. "**Error**" means a defect, which causes the Licensed Products to fail to perform in accordance with the Documentation.
- 1.7. "**Maintenance Services**" means the maintenance and support services of the Licensed Products to be provided by EzHomeTech as described on Exhibit A.
- 1.8. "**Intellectual Property**" means all patents, copyrights, design rights, trade marks, topography rights, service marks, trade secrets, know-how and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
- 1.9. "**Error Fix Release**" means a revised version of an item of the licensed items that EzHomeTech provides to Licensee of such item of the licensed items at no additional cost that corrects Errors.
- 1.10. "**Minor Enhancement Release**" means a revised version of an item of the licensed items that EzHomeTech provides to Licensee of the licensed items on the same Target System at no additional cost. Typically, Minor Enhancement Releases deliver minor improvement, incremental features or enhancements of existing features, and/or functionality to an item of licensed items.

2. LICENSE GRANT AND LIMITATIONS

2.1. Runtime License.

- a. **For single license,**
 - o subject to the terms and conditions of this Agreement, EzHomeTech grants Licensee to install **only an instance** of the Runtime Core of Licensed Products **per Target Device**.
- b. **For multiple licenses,**
 - o EzHomeTech grants Licensee to install **multiple instances** of the Runtime Core of Licensed Products **per Target Device**.
- c. **For license move,**
 - o **The purpose of license move will be used for the below conditions,** not be used for any other purpose.
 - ◆ **permanent hardware failure**
 - ◆ **within 30 working days after the first time registered.**
 - o Ezhometech grants that Licensee can free to move license from old server to new server twice, and needs to pay fee for license move over 2 times.
 - o Licensee needs to provide the serial_number.txt of the old server and new server **at least 3-working days before new installation.**

2.2. License Restrictions: Unless expressly permitted by this Agreement, Licensee agrees not to:

- a. Alter, remove, or cover any trademark, logo, proprietary or licensing notices, labels or marks in or on any part of the Licensed Products.
- b. Employ unauthorized License Key.
- c. Decompile, disassemble, and reverse engineer or attempt to reconstruct, identify or discover any source code of the Licensed Products by any means.

2.3. **Reservation.** EzHomeTech reserves all rights not expressly granted herein. All copies of the Licensed Products will remain the property of EzHomeTech.

3. WARRANTY

EzHomeTech represents and warrants that it has full authority to enter into this Agreement and all of the terms and conditions herein. EzHomeTech represents and warrants that (i) Licensed Products, as delivered to or made available to Licensee, will operate free from Error and do not contain any virus, worm, trojan horse or other commands or instructions that may damage or interfere with Licensee's permitted use of the Licensed Products, and (ii) shall correct, remove, or repair any such virus or other contaminant discovered by Licensee.

4. INTELLECTUAL PROPERTY INFRINGEMENT

4.1 EzHomeTech represents and warrants that: (i) it has a requisite power to license the Licensed Products to Licensee; (ii) the Licensed Products is validly issued and in effect; (iii) to the best knowledge of EzHomeTech no claim has been made contesting the validity of any of the Licensed Products; and (iv) the use of the Licensed Products by Licensee hereunder will not constitute an infringement of any Intellectual Property of a third party.

4.2 EzHomeTech shall defend and indemnify Licensee against any and all third party claims which may be asserted against Licensee on the grounds that the use of the Licensed Products infringes any Intellectual Property of a third party. EzHomeTech shall have the right to defend against, control the defense of, and settle any action based upon any such third party claims, and Licensee shall promptly inform EzHomeTech of such claim and shall furnish such information and assistance as EzHomeTech may reasonably request in connection with defense, settlement or compromise of such claim at EzHomeTech's cost. In no event shall Licensee litigate or settle any such claim without EzHomeTech's prior written consent.

5. EZHOMETECH OWNERSHIP

EzHomeTech owns and shall retain all right, title and interest in and to the Licensed Products, Documentation, including all Intellectual Property therein. All copies will be considered Licensed Products for the purpose of this Agreement and shall remain the property of EzHomeTech.

6. LICENSEE OWNERSHIP.

Licensee will retain all right to install the Licensed Products in a Target Device.

7. MAINTENANCE SERVICES

If elected by Licensee, EzHomeTech will provide Maintenance Services under the terms and conditions set forth on Exhibit A herein.

8. CONFIDENTIALITY

Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party. In the event that a party is ordered or required to disclose the Confidential Information of the other pursuant to a judicial or governmental request, requirement or order, such party will immediately notify the other and will take reasonable steps to assist the other party in contesting

such request, requirement or order or otherwise protecting the other party's Confidential Information.

9. LIMITATION OF LIABILITY

9.1. **Direct Damages.** EZHOMETECH TOTAL LIABILITY ARISING OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE LICENSE FEE RECEIVED BY EZHOMETECH FROM LICENSEE FOR THE PARTICULAR ITEM OF LICENSED PRODUCTS INVOLVED.

9.2. **Consequential Damages.** UNDER NO CIRCUMSTANCES WILL EZHOMETECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCTS AND DOCUMENTATION, HOWEVER CAUSED (WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

10. GENERAL PROVISIONS

This Agreement shall be governed and construed by the laws of R.O.C. without reference to conflict of law principles.

EXHIBIT A
SOFTWARE MAINTENANCE SERVICES TERMS AND CONDITIONS

Provided that Licensee has paid EzHomeTech all License Maintenance Fees then due and payable, EzHomeTech will provide the following maintenance services to Licensee:

- (a) Error Corrections – EzHomeTech will exercise commercially reasonable efforts to correct any Error in the licensed items reported by Licensee.
- (b) Software Updates – EzHomeTech will provide Error Fix Releases and Minor Enhancement Releases of the licensed items.
- (c) Software Errors are classified according to the severity of the Error and the impact it has on Licensee's operations. The determination of the seriousness of the Error and EzHomeTech response will be made in accordance with the following:
 - (i) "Level A Error" – is a "critical problem." The Licensed Products is unusable, and the Error severely impacts Licensee's operations– EzHomeTech will correct the Error immediately.
 - (ii) "Level B Error" – is a "minor problem." The Licensed Products is operational but does not necessarily perform the task in a proper, orderly manner; the Error does not seriously affect Licensee's productivity or there is a known workaround – EzHomeTech will correct the Error in the next Software Updates, Minor Enhancement Release or Error Fix Release, in its discretion.
 - (iii) "Level C Error" – is a "very minor problem" that is not significant to the Licensee's operations; the user may be able to circumvent the problem –EzHomeTech will correct the Error in the next Software Updates, Minor Enhancement Release or Error Fix Release, in its discretion.