<u>SOFTWARE LICENSE AGREEMENT (this "License")</u>

IF YOU ARE NOT A FMAD CUSTOMER, ANY REPRODUCTION, COPY, USE OR DOWNLOAD OF THIS SOFTWARE OR DOCUMENTATION IS STRICTLY PROHIBITED AND SHALL VIOLATE UNITED STATES PATENT AND COPYRIGHT LAWS AND THE EQUIVILENT LAWS OF OTHER COUNTRIES.

This License is a binding contract between Fmad Engineering (SNG) Pte Ltd. and the party ("User") who ticks the box on the previous page, clicks "accept" below or otherwise downloads the Software. This License governs the User's downloading, installation, setup, and use of the software files listed on the previous page (collectively and individually, the "Software") that may be downloaded by User from this FMAD web site. The license rights granted herein are conditioned on the following:

1. User represents that User is a current owner of one or more FMAD hardware products.
2. In consideration of payment of the annual maintenance and support fee, pursuant to the terms and conditions hereof, FMDA hereby grants User a nonexclusive, terminable license to download and only use the Software on FMAD hardware products.
3. User may not copy, transfer, rent, lease, lend or sublicense the Software.
4. The specifications and information contained in the download, installation and setup instructions for the Software are subject to change by FMAD upon notice.
5. Except as and only to the extent expressly permitted by applicable law, or as may be permitted by the license applicable to any third party software included in the Software, User may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software or any part thereof. User shall not use the Software to develop a competing product or use the Software to benchmark against third party software.
6. User is solely responsible for adequate cybersecurity protection and backup of the data and equipment used in connection with any of the FMAD Software and hardware.
7. USER ACKNOWLEDGES THAT INSTALLATION OF THE SOFTWARE REQUIRES TECHNICAL UNDERSTANDING AND PROFICIENCY WITH FMAD HARDWARE AMD SOFTWAREPRODUCTS. USER ACKNOWLEDGES THAT IMPROPER INSTALLATION OR SETUP OF THE SOFTWARE MAY RENDER USER'S HARDWARE INOPERABLE AND REQUIRE TECHNICAL SERVICE TO REGAIN OPERABILITY. USER HEREBY ACCEPTS THE AFOREMENTIONED RISKS AND TAKES FULL RESPONSIBILITY FOR USE AND INSTALLATION OF THE SOFTWARE.
8. FMAD SHALL NOT BE LIABLE FOR ANY ERROR, PROBLEMS, OR SERVICE INTERRUPTION CAUSED BY OR RELATING TO THE DOWNLOAD, INSTALLATION, SETUP OR REMOVAL OF THE SOFTWARE.
9. THE SOFTWARE, DOCUMENTATION AND INSTRUCTIONS ARE PROVIDED AT NO CHARGE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS MERCHANTABLE, FREE OF DEFECTS, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. SHOULD THE SOFTWARE OR INSTRUCTIONS PROVE DEFECTIVE IN ANY RESPECT, FMAD SHALL

REPLACE IT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF HIS AGREEMENT AND USER'S SOLE REMEDY. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER WITHOUT ACCEPTANCE OF THIS DISCLAIMER THE LIMITATION OF LIABILITY BELOW.

10. IN NO EVENT SHALL FMAD OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF FMAD OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FMAD'S LIABILITY SHALL NOT EXCEED USD$100.

11. User is hereby notified that the downloaded Software may include one or more files that may be subject to open source licenses, including different versions of the General Public License. If required by the applicable open source license, the source code for these files is included in the downloaded files. The applicable licenses are also included or referenced in the source code file. If the source code is not included, please contact FMAD for a copy and one will be provided.

12. The Software is subject to United States and Singapore export control laws and may be subject to export or import regulations in other countries. User is responsible for strict compliance with such laws and regulations.

13. This License is effective until terminated.

14. Except as provided herein, fmad reserves all rights in the Software.

15. This Agreement shall be governed and construed by the laws of California, without reference to its choice of law provisions.

BY CLICKING THE "AGREE" BUTTON OR INSTALLING OR USING THE SOFTWARE USER CONSENTS TO BE BOUND BY AND BECOMES A PARTY TO THIS LICENSE. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, USER MUST CLICK THE BUTTON INDICATING NON-ACCEPTANCE, AND USER MUST NOT INSTALL OR USE THE SOFTWARE.