

Feitian Technologies Co., Ltd.

## **Software Developer's Agreement**

All Products of Feitian Technologies Co., Ltd. (Feitian) including, but not limited to, evaluation copies, diskettes, CD-ROMs, hardware and documentation, and all future orders, are subject to the terms of this Agreement. If you do not agree with the terms herein, please return the evaluation package to us, postage and insurance prepaid, within seven days of their receipt, and we will reimburse you the cost of the Product, less freight and reasonable handling charges.

- 1. Allowable Use** - You may merge and link the Software with other programs for the sole purpose of protecting those programs in accordance with the usage described in the Developer's Guide. You may make archival copies of the Software.
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- 3. Warranty** - Feitian warrants that the hardware and Software storage media are substantially free from significant defects of workmanship or materials for a time period of twelve (12) months from the date of delivery of the Product to you.
- 4. Breach of Warranty** - In the event of breach of this warranty, Feitian's sole obligation is to replace or repair, at the discretion of Feitian, any Product free of charge. Any replaced Product becomes the property of Feitian.

Warranty claims must be made in writing to Feitian during the warranty period and within fourteen (14) days after the observation of the defect. All warranty claims must be accompanied by evidence of the defect that is deemed satisfactory by Feitian. Any Products that you return to Feitian, or a Feitian authorized distributor, must be sent with freight and insurance prepaid.

**EXCEPT AS STATED ABOVE, THERE IS NO OTHER WARRANTY OR REPRESENTATION OF THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 5. Limitation of Feitian's Liability** - Feitian's entire liability to you or any other party for any cause whatsoever, whether in contract or in tort, including negligence, shall not exceed the price you paid for the unit of the Product that caused the damages or are the subject of, or indirectly related to the cause of action. In no event shall Feitian be liable for any damages caused by your failure to meet your obligations, nor for any loss of data, profit or savings, or any other consequential and incidental damages, even if Feitian has been advised of the possibility of damages, or for any claim by you based on any third-party claim.
- 6. Termination** - This Agreement shall terminate if you fail to comply with the terms herein. Items 2, 3, 4 and 5 shall survive any termination of this Agreement.