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## HTC END USER LICENSE AND TERMS OF USE AGREEMENT - HMD Software

The terms of this HTC End User License and Terms of Use Agreement (“**Agreement**”) govern the access to, and use of, the Software of In-Scope Users (as those terms are defined below). As used herein, “**HTC**” means HTC Corporation and its Affiliates, where “**Affiliates**” means those entities controlling, controlled by, or under common control with HTC Corporation, and “**You**” and “**Your**” mean the person or entity on whose behalf the Software is accessed.

**In-Scope User.** You are an “In-Scope User” if You are either a Retail User or an Indirect Commercial User, as defined below.

1. **Retail User.** You are a “**Retail User**” if you access the Software for your own personal benefit, and NOT for the benefit of, or on behalf of, any third party, such as your employer or any commercial entity;
2. **Indirect Commercial User.** You are an “**Indirect Commercial User**” if you access the Software at the direction, or for the benefit, of a third-party commercial or government entity (such as your employer), AND such third-party has NOT executed a separate, written agreement with HTC, expressly setting forth a license grant, together with terms and conditions, applicable to the third party’s use of the Software.

**Enterprise User.** You are an “**Enterprise User**” if you access the Software on behalf of, or for the benefit of, a third party commercial or government entity (such as your employer), AND such third-party’s use of the Software is subject to the terms of a separate, active software license agreement in place between the third party and HTC directly (“**Enterprise Agreement**”). Enterprise Users’ access to and use of the Software is governed by the terms of the relevant Enterprise Agreement in lieu of this Agreement.

**If you are neither an In-Scope User nor an Enterprise User, you are not permitted to access or use the Software.**

## **IF YOU ARE AN IN-SCOPE USER,**

PLEASE READ THIS AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS RELATING TO THE SOFTWARE. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE REVIEW SECTION 14. THE TERMS OF THIS AGREEMENT ARE LEGALLY BINDING UPON THE HTC AFFILIATE CORRESPONDING TO YOUR LOCATION (AS SET FORTH IN SECTION 14 BELOW) AND BOTH THE PERSON USING THE SOFTWARE AND THE PERSON OR ENTITY ON WHOSE BEHALF THE SOFTWARE IS ACCESSED. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE (AS SUCH TERM IS DEFINED BELOW), YOU AGREE, ON BEHALF OF YOURSELF AND ANY ENTITY ON WHOSE BEHALF YOU ACCESS THE SOFTWARE, TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE, THEN (A) DO NOT USE THE SOFTWARE OR THE HMD (DEFINED BELOW) AND RETURN IT TO THE RETAILER OR DISTRIBUTOR FROM WHOM YOU RECEIVED IT IN ACCORDANCE WITH THE APPLICABLE PRODUCT RETURN REQUIREMENTS, (B) DO NOT INSTALL OR USE THE SOFTWARE; AND (C) DELETE OR DISABLE ANY DOWNLOADED COPY OF THE SOFTWARE IN YOUR POSSESSION OR CONTROL.

The terms of this Agreement govern Your access to and use of the Software. HTC may modify the terms of this Agreement from time to time in its discretion and will notify You of any such modifications by displaying a notice to that effect in Your HMD, by public notice posted on our website, and/or by any other reasonable means in our discretion. Your continued access to or use of the Software following HTC’s publication or distribution of modified terms constitutes Your acceptance of such terms.

If You are a Retail User, You represent and warrant that You are legally competent to be contractually bound

by this Agreement, by age and all other factors. If You are an Indirect Commercial User, You represent and warrant that You have full legal authority to bind the entity on whose behalf You access the Software to this Agreement. If You do not have the authority or legal capacity to make these representations, You are not permitted to access or use the Software.

1. **SOFTWARE.** The term “**Software**” as used herein means (a) the firmware and other software pre-installed on the head-mounted device (“**HMD**”) manufactured or provided by HTC , including its base stations (if applicable), controllers, and accessories (“**Preinstalled Software**”), and (b) any software provided by HTC in connection with this Agreement that is designed to be downloaded and installed on Your computer and/or the HMD to help setup, manage, and operate Your HMD (“**Downloaded Software**”); in each case including all associated media, printed or electronic documentation, content, functionality, or services, updates, and support services. The Software may collect certain data regarding Your HMD. Examples of data that may be collected include: (i) Your computer hardware and software specifications and serial number or other identifier, (ii) Your HMD hardware and software specifications and serial number or other identifier, (iii) Your HMD performance data and frequency of use data, and (iv) other information about how Your HMD is used. HTC’s collection and use of this data will be in accordance with the HTC Privacy Policy (published at <http://www.htc.com/us/terms/privacy/>).
2. **LICENSE GRANT.** During the term of this Agreement, HTC grants to You a limited, non-sublicensable, non-transferable, non-exclusive, license to (a) use the Preinstalled Software only as pre-installed in Your HMD, and (b) to install and use Downloaded Software only in object code form on Your computer and/or (if applicable) Your HMD; in each case only for the Permitted Uses. “**Permitted Uses**” means use of the Software in accordance with the terms herein to help You setup, manage, and operate Your HMD (i) for Your own personal use, and not for a Commercial Purpose, if you are a Retail User, (ii) for a Commercial Purpose, provided that You are an Indirect Commercial User and You have registered and maintain an active business account, and (iii) for any other purpose expressly approved by HTC in writing. “**Commercial Purpose**” means a purpose that is undertaken for profit, monetary compensation, commercial advantage, or to help You produce commercial works or services. For clarity, use of the Software as described in Section 13 (RESTRICTED USE) below is expressly excluded from Permitted Uses.
3. **LICENSE LIMITATIONS.** The license granted in Section 2 is conditioned upon Your compliance with this Agreement, including the following limitations. You are not permitted to:
  - a) work around any technical limitations in the Software or to use the Software in an attempt to, or in conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in the Software;
  - b) reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - c) modify or make any derivative works of the Software, in whole or in part;
  - d) remove any proprietary notices or labels on the Software or any copy thereof;
  - e) use the Software to infringe the rights of HTC, its Affiliates, or any third party or in any way that does not comply with all applicable laws;
  - f) publish, rent, lease, lend, or sublicense the Software;
  - g) distribute, transfer, disclose or otherwise provide the Software to any third party (except as a necessary component of Your sale or transfer of the HMD on which the Software is installed); or
  - h) make any use of the Software in any manner not permitted by this Agreement.

4. **RESERVATION OF RIGHTS AND OWNERSHIP.** HTC and its licensors and suppliers own the title, copyright, and other intellectual property rights in the Software (and all rights embodied therein) and reserve all rights not expressly granted to You in this Agreement, including without limitation, rights arising under copyright and other intellectual property laws and treaties. The Software may contain third-party software that is subject to open source or third-party license terms ("**Third-Party Terms**"). Your use of the Software is subject to any Third-Party Terms included or referenced in the Software. In the event of a conflict between this Agreement and any Third-Party Terms, this Agreement will govern. Open-source materials and Third-Party Terms, if applicable, are listed at [www.vive.com](http://www.vive.com). Except to the extent expressly indicated in any applicable open-source software license terms, all open-source software is provided to You on an "AS-IS" basis to the maximum extent permitted by applicable law. HTC, the HTC logo, the VIVE logo, and other HTC product and service names referenced in the Software are the trademarks of HTC. Any other company names, product names, service names and logos referenced in connection with the Software may be the trademarks of their respective owners.
5. **THIRD-PARTY RELATIONSHIPS.** The Software may contain links to, or advertisements for, third-party websites, resources, content, products, or services ("**Third-Party Services**"). You acknowledge and agree that such third-party websites, resources, content, products, or services are not under HTC's control and that HTC is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to or advertisements for any Third-Party Services do not imply any endorsement by HTC of such Third-Party Services, nor any association of HTC with any such third parties. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites, resources, content, products, or services. Your relationship with respect to Third-Party Services is with the third party, and not with HTC. It is Your responsibility to review the privacy policies, terms of use and other terms and conditions that apply to any Third-Party Services. Any claims You might have with respect to Third-Party Services are against such third party and not against HTC.
6. **SUPPORT AND UPDATES.** HTC may automatically check Your version of the Software and may automatically send Your computer updates to the Software.
7. **HEALTH AND SAFETY.** YOU REPRESENT AND WARRANT THAT, PRIOR TO USING THE HMD OR THE SOFTWARE, YOU HAVE READ AND UNDERSTAND ALL APPLICABLE HEALTH AND SAFETY WARNINGS AND INSTRUCTIONS AVAILABLE AT VIVE.COM. AND/OR INCLUDED IN RELEVANT HTC PRODUCT DOCUMENTATION. HTC MAY UPDATE OR REVISE THESE WARNINGS AND INSTRUCTIONS, FROM TIME TO TIME. ADDITIONAL HEALTH AND SAFETY WARNINGS AND INSTRUCTIONS MAY BE PROVIDED BY THIRD PARTIES IN RELATION TO THEIR PRODUCTS AND SERVICES.
8. **TERMINATION.** This Agreement will automatically and immediately terminate upon the earliest occurrence of: (a) Your breach of any of the terms of this Agreement; (b) HTC's issuance of a notice of termination to You; or (c) Your permanent disposition of the HMD on which the Software is installed or to which it relates, including by way of sale, gift, or other transfer. Upon termination, You must immediately destroy or disable all copies of the Software not stored on the HMD. The following sections of this Agreement will survive termination: Sections 4, 5, and 9 through 19.
9. **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS-AVAILABLE". THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. HTC, ITS AFFILIATES, THEIR SUPPLIERS, AND THEIR LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS (WHETHER EXPRESS, IMPLIED, OR STATUTORY) AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. ADDITIONALLY, HTC, ITS

AFFILIATES, THEIR SUPPLIERS, AND THEIR LICENSORS MAKE NO WARRANTY THAT THE SOFTWARE: (A) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES; OR (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS. ADDITIONALLY, HTC MAKES NO REPRESENTATION OR WARRANTY OF ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OR CONTENT OBTAINED THROUGH THE SOFTWARE OR THAT ANY DEFECTS OR ERRORS TO CONTENT WILL BE CORRECTED. ALL CONTENT AND OTHER MATERIAL YOU DOWNLOAD OR OBTAIN THROUGH THE SOFTWARE IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. INSTALLATION OF THE SOFTWARE MAY AFFECT THIRD-PARTY SOFTWARE, APPLICATIONS, DEVICES OR SERVICES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE. IN PARTICULAR, TO THE EXTENT LOCAL LEGISLATION IMPLIES STATUTORY TERMS WHICH CANNOT BE EXCLUDED, THOSE TERMS ARE DEEMED INCORPORATED INTO THIS AGREEMENT BUT HTC'S LIABILITY FOR A BREACH OF THOSE STATUTORY IMPLIED TERMS IS LIMITED IN ACCORDANCE WITH AND TO THE EXTENT PERMISSIBLE UNDER THAT LEGISLATION.

**10. DISCLAIMER OF CERTAIN DAMAGES.** HTC, ITS AFFILIATES, THEIR SUPPLIERS, AND THEIR LICENSORS INDIVIDUALLY AND COLLECTIVELY BEAR NO LIABILITY FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; INDIRECT; OR PUNITIVE DAMAGES; INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; LOSS OF PRIVACY;; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SOFTWARE, EVEN IF HTC OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. Limitation of Liability and Exclusive Remedies.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER THIS AGREEMENT, HTC'S, ITS AFFILIATES', AND THEIR SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SOFTWARE WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR AS A DIRECT RESULT OF YOUR USE OF THE SOFTWARE, UP TO THE AMOUNT YOU PAID FOR THE INDIVIDUAL HMD UNIT GIVING RISE TO SUCH CLAIM OR CAUSE OF ACTION.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE SOFTWARE, CONTENT, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT FOR THE EXCLUSIVE REMEDY IN THE FOLLOWING SENTENCE, THESE ACTUAL MONEY DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

**12. INDEMNIFICATION.** You will defend, indemnify, and hold HTC, its Affiliates, directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any third-party claim or demand, including reasonable attorneys' fees, relating to or arising from (a) Your unauthorized use of the Software; (b) any violation by You of this Agreement; or (c) Your violation of any another party's rights or applicable law.

**13. RESTRICTED USE.** The Software is designed for systems that do not require fail-safe performance. You may not use the Software in any device or system in which a malfunction of the Software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft

navigation or communication systems and air traffic control.

**14. GOVERNING LAW AND JURISDICTION FOR RESOLVING DISPUTES.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

- a) **North and South America.** If You obtained the Software in North or South America, You are additionally contracting with HTC America, Inc. and the following terms in this Section 13(a) shall apply:

AGREEMENT TO ARBITRATE DISPUTES

**IF YOU OBTAINED THE SOFTWARE IN NORTH OR SOUTH AMERICA, PLEASE READ THIS SECTION 13(A) CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH HTC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HTC.**

**Binding Arbitration.** If You obtained the Software in North or South America, then, except for disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree (a) to waive Your and HTC's respective rights to have any and all disputes or claims arising from or related to this Agreement or the use or performance of the Software (collectively, "Disputes") resolved in a court, and (b) to waive Your and HTC's respective rights to a jury trial. Instead, You and HTC agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**No Class Arbitrations, Class Actions or Representative Actions.** You and HTC agree that any Dispute arising out of or related to this Agreement, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

**Notice; Informal Dispute Resolution.** You and HTC agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to HTC shall be sent to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your HTC account or, if different or if You have no HTC account, an email address at which You can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Agreement, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court.

**Process.** Except for Disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree that any Dispute must be commenced or filed by You or HTC

within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the “**AAA Rules**”), except insofar as those rules would be inconsistent with any part of this Agreement, including without limitation the agreement to arbitrate. For claims of \$5,000 (USD) or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in King County, Washington, and the state and federal courts located in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the U.S. county of Your residence if the Dispute meets the requirements to be heard in small claims court.

**Authority of Arbitrator.** As limited by the Federal Arbitration Act, this Agreement and the applicable AAA rules, the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator’s award may not exceed, in form or amount, the relief that a United States District Court could order under the Agreement; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. Notwithstanding the AAA Rules, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Agreement, shall be resolved by a proper court in King County, Washington, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in King County, Washington, rather than an arbitrator.

**Rules of AAA.** The rules of AAA and additional information about AAA are available on the AAA website (<https://www.adr.org/aaa/faces/aoe/gc/consumer>). By not opting out of this agreement to arbitrate as specified below, You either (a) acknowledge and agree that You have read and understand the AAA Rules, or (b) waive Your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

**Applicability of Agreement to Arbitrate.** IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

**RIGHT TO OPT OUT:** This agreement to arbitrate disputes will apply unless You notify HTC in writing postmarked no later than 30 calendar days of first obtaining the Software that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You first obtained the Software. You must send Your written notice to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the other terms in the Agreement will still apply to You.

#### GENERAL PROVISIONS

1. Waiver of Jury Trial: IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTER CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

2. Governing Law: The Federal Arbitration Act (the “**FAA**”) applies to the agreement to arbitrate. Except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Agreement. Notwithstanding the foregoing, the laws of Your

state of residence in the U.S.A., (or if You live outside of the U.S.A. but within North or South America, the law of the country where You live), will apply to any tort claims and/or any claims under any consumer protection statutes.

3. Severability: Except as specifically provided above, if any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Agreement.

- b) **Europe, Middle East, and Africa.** If You obtained the Software in Europe, the Middle East or Africa, You are additionally contracting with HTC Europe Co., Ltd. and the laws of England and Wales governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live. You irrevocably agree to the exclusive jurisdiction and venue of the courts in London, England and Wales for any disputes arising out of or in connection with this Agreement. If applicable law prevents jurisdiction and venue in London England, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live.
- c) **Australia, New Zealand, and Asia (except for the Middle East).** If You obtained the Software in Australia, New Zealand, or Asia (except for the Middle East), You are contracting with HTC Corporation and the laws of Taiwan govern the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live. You irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement. If applicable law prevents the designation of the Taipei District Court as the court of first instance, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live.

**15. LEGAL EFFECT.** This Agreement does not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in this Agreement.

**16. COMPLIANCE WITH LAW; EXPORT REGULATIONS.** You will comply with all national and international laws, rules and regulations that apply to the Software and Your use of the Software, including the U.S. Export Administration Regulations (to which the Software is subject), as well as end-user, end-use, and destination restrictions issued by U.S. or other governments.

**17. GENERAL.** The section titles in this Agreement are used solely for the parties' convenience and have no legal or contractual significance. HTC's failure to act with respect to a breach by You does not waive its rights to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense Your rights (if any) under this Agreement. This Agreement will be binding upon all of HTC's successors and assigns.

**18. ENTIRE AGREEMENT.** This Agreement, and any Additional Terms, comprise the entire agreement for the Software. Your use of any HTC services separately offered by HTC or otherwise out of scope of this

Agreement are subject to additional license, use, and purchase terms. Internet-based services and support services (if any) may be subject to additional terms.

**19. CONTACT INFORMATION.** If You have any questions about this Agreement please direct all notices and correspondence to:

**If to HTC Corporation:**

Attn: Legal Department  
No. 88, Section 3, Zhongxing Road  
Xindian Dist., New Taipei City 231  
Taiwan

**If to HTC America, Inc.:**

Attn: Legal Department  
308 Occidental Avenue South, Suite 300  
Seattle, Washington 98104  
United States

With a copy to: HTC Corporation at the address above

**If to HTC Europe Co., Ltd.**

Attn: Legal Department  
Salamanca, Wellington Street Slough, Berkshire SL1 1YP  
United Kingdom

With a copy to: HTC Corporation at the address above