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IN ADDITION, IF YOU HAVE ENTERED INTO A WRITTEN AGREEMENT WITH ARCHERMIND GOVERNING THE USE OF ANY ARCHERMIND SERVICE, THE TERMS OF SUCH WRITTEN AGREEMENT SHALL CONTROL YOUR USE OF SUCH ARCHERMIND SERVICE.

A. LICENSE

1. **Description of Service:** Through the ArcherMind Service, ArcherMind Corporation ("ArcherMind") provides You with the resources to custom-build Linux code and platforms for use in the development of Your embedded applications ("Your Applications") including distribution of such code or platforms indirectly to Your customers through devices using Your Applications. Once You have registered with ArcherMind and have paid the applicable fees, You may be provided with the ability to store Your customized Linux code, tools, designs, documentation, workorders, and specifications on the ArcherMind Service (together with all materials saved, uploaded or otherwise contributed by You to the ArcherMind Service, collectively referred to as "Your Content"). The ArcherMind Service may be accessed through a web browser or ArcherMind tools. You may also participate in a forum to post and respond to questions that provides interactive support from ArcherMind, semiconductor

companies, and industry experts in the Open Source community. The ArcherMind Service may also include a system alert and notice service provided through the forum. Requests to unsubscribe from a system alert and notice service will be honored when Your subscription has been terminated.

You are responsible for obtaining access to the ArcherMind Service and that access may involve third party fees (such as ISP charges). In addition, You must provide and are responsible for all equipment necessary to access the ArcherMind Service.

1. **ArcherMind Service License:** Subject to these Terms, if You purchased a subscription to the ArcherMind Service, ArcherMind hereby grants You a limited non-exclusive, non-transferable license (without the right to sublicense or redistribute) to use the specific ArcherMind Service for which You have paid applicable fees solely for Your internal business purposes and solely for the purpose of accessing and using the ArcherMind Service, any applicable software and other tools contained in the ArcherMind Service in accordance with these Terms. The ArcherMind Service may only be accessed by the number of users for which You have paid the applicable fees. Use of the ArcherMind Service is governed by the Terms current at the time of Your use, and which may be revised from time to time.
2. **Authorized Users:** You may access, install and/or use the ArcherMind Service only if You have agreed to these Terms and have been registered and authorized by ArcherMind to use the ArcherMind Service. If You are using the ArcherMind Service on behalf of a corporate or other entity, You represent that You have the authority to use and license the ArcherMind Service on behalf of such corporate or other entity. You are responsible for maintaining the confidentiality of Your account and password and for restricting access thereto and are responsible for all activities that occur under Your account or password. In addition, You agree that in using the ArcherMind Service You shall not violate any law, regulation or governmental order. You hereby certify that You: (a) are not a citizen of, nor located in, any of the countries prohibited from receiving United States ("US") exports, or prohibited from transacting with US citizens pursuant to US embargoes or other sanctions; (b) are not prohibited from receiving US exports by being listed on any export denial list published by the: US State Department - Directorate of Defense Trade Controls, US Treasury Department - Office of Foreign Assets Control, or US Department of Commerce - Bureau of Industry and Security; and, (c) will not export or re-export US-origin products or technology obtained via the ArcherMind Service in violation of US export regulations. You acknowledge that ArcherMind has the right, but not the obligation, to periodically audit Your use of the ArcherMind Service to ensure Your compliance with these Terms and applicable laws. You agree to immediately notify ArcherMind of any unauthorized use of Your account or any other breach of security of which You become aware.

B. RESTRICTIONS

1. **The ArcherMind Service:** You shall not sell, lease, assign, sublicense or otherwise transfer or disclose the ArcherMind Service or access to the ArcherMind Service in whole or in part, to any third party. You shall not create derivative works of any ArcherMind Service, or portion thereof, or frame or mirror any content or services that are part of or located on or through the ArcherMind Service on any other server. You shall comply with all ArcherMind security and other procedures and policies governing access to, and use of, the ArcherMind Service.
2. **Forum:** If You use the ArcherMind Service forum to post and respond to questions and to receive interactive support from ArcherMind, semiconductor companies, and industry experts in the Open Source community, then You agree not to transmit through the forum any unlawful, harassing, libelous, abusive, threatening or harmful material of any kind. Transmission of such material may result in the suspension of Your ability to post content to the forum and/or the termination of Your access to the ArcherMind Service. ArcherMind maintains control over forum content and may remove or edit content that does not advance the purpose of the forum to support ArcherMind subscribers.
3. **Interoperability:** In the event that You or Your end-user requires information to achieve interoperability of the ArcherMind Service with another software program or hardware device, You shall request such information as necessary from ArcherMind. ArcherMind may, in its sole discretion, provide such information, and shall, in any case, respond to any such request with information concerning its decision.
4. **General:** All rights not expressly granted herein are expressly reserved.

C. CONFIDENTIALITY

You shall not disclose, directly or indirectly, to any third party any portion of any confidential information provided to You by ArcherMind ("Confidential Information") without the prior written consent of ArcherMind. You shall not use or exploit such Confidential Information in any way except as permitted by ArcherMind in these Terms, any applicable EULA or written agreement with ArcherMind. You shall promptly return or destroy all materials containing such Confidential Information upon request of ArcherMind and shall take all necessary precautions to protect the confidentiality of such Confidential Information and exercise at least the same degree of care in safeguarding such Confidential Information as You would with Your own confidential information. For purposes of this Section C, Confidential Information shall not include any information that is in the public domain prior to its disclosure to You by ArcherMind.

ArcherMind respects the privacy of all information You provide to ArcherMind and shall use such information solely for the operations of ArcherMind. Specific policies regarding the use of such information are set forth in the ArcherMind Privacy Policy.

D. FEES AND OTHER CONSIDERATIONS

1. **Fees:** The license granted to You in these Terms is contingent upon Your payment to ArcherMind of any applicable License or Subscription Fees for the ArcherMind Service

in accordance with ArcherMind pricing policies current as of the date of Your first use of the ArcherMind Service in the case of an initial subscription, or current at the date of subscription renewal. All such License or Subscription Fees are due and payable in advance of Your first use of the ArcherMind Service except as ArcherMind shall otherwise authorize in writing. You agree that You shall be responsible for the payment of all taxes related to the Service, Your Applications, these Terms, other than taxes based upon ArcherMind income.

2. **Additional Consideration - Publicity:** : In further consideration of the licenses granted hereunder, You agree to permit ArcherMind to use Your name and trademarks to identify You as a ArcherMind customer on ArcherMind web site(s), in ArcherMind marketing materials and in other sales and marketing activities. ArcherMind agrees to cooperate with You in reasonable publicity efforts involving the ArcherMind Service, such as, for example, media releases and marketing materials in accordance with Your reasonable request.
3. **Additional Consideration - Redistribution:** In further consideration of the licenses granted hereunder, You agree to permit ArcherMind to post or redistribute any of Your Content, subject to the Intellectual Property Rights described in section E of these Terms. This includes content submitted by You through any forum or other interaction with ArcherMind personnel or systems, including without limitation, through e-mail communications and Factory interaction. ArcherMind will at all times comply with its Privacy Policy and will use commercially reasonable efforts to protect Your identity in any such posting or redistribution.
4. **Trials and Test Drive:** ArcherMind may from time-to-time offer free trials, test drive capability, or early access to all or parts of the ArcherMind Service. As part of these trials, you may receive the ability to download Open Programs from ArcherMind servers. Links to download corresponding sources will be provided at time of download, or you can request in writing that ArcherMind send you a complete machine-readable copy of the Open Program source code for a charge not to exceed ArcherMind cost of physically providing such source to you. ArcherMind can restrict your ability to download programs from the ArcherMind service at any time.

E. INTELLECTUAL PROPERTY RIGHTS

1. **General:** ArcherMind holds and retains all right, title and interest in and to the ArcherMind Service, the related source code, any and all modifications to or derivatives of the ArcherMind Service, and any and all associated patents, copyrights, and other intellectual property rights. All software related to ArcherMind Service is unpublished and confidential.
2. **Third Party:** Certain portions of the ArcherMind Service may be subject to the ownership rights of ArcherMind licensors and incorporated under license to ArcherMind. You will find any relevant information about third party ownership rights in the relevant notice, license and/or copyright files included with the programs. The ArcherMind Service may allow access to web sites that are owned and/or operated by third parties and are not under ArcherMind control ("Third Party Web Sites"). You acknowledge and agree that ArcherMind provides such links to Third Party Web Sites

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3. **The ArcherMind Service and Your Content:** The ArcherMind Service is separate and distinct from Your Content. You retain any ownership rights that You may have to Your Applications and Your Content and ArcherMind obtains no rights in or to Your Content except to the extent: a) granted by You in these Terms or any applicable license; and b) necessary for ArcherMind to provide the ArcherMind Service to You, including without limitation for purposes of security and system operations, maintenance and enhancements. You acknowledge that storing Your Content on ArcherMind Service gives You no claim to any intellectual property rights in ArcherMind Service all of which are retained by ArcherMind in accordance with these Terms Government: If You are acquiring the ArcherMind Service on behalf of the U.S. Government, the following provisions apply: (i) if the ArcherMind Service is supplied to DoD or any related agency or service, the programs are classified as "Commercial Computer Software" and the Government is acquiring only rights as set forth in these Terms; and (ii) if the ArcherMind Service is supplied to any other unit or agency of the U.S. Government, the ArcherMind Service is considered "restricted computer software" and the Governments rights in the ArcherMind Service are set forth in the Federal Acquisition Regulations. The Contractor for the Programs is ArcherMind Corporation, 925 Liberty Avenue, Pittsburgh, Pennsylvania 15222.
4. **Open Programs:** These Terms do not apply to the Linux kernel or any other software tools, drivers or other components identified as subject to an open source license in the relevant notice, license and/or copyright files included with the programs (collectively the "Open Programs"). Open Programs may be supplied in the same electronic file transmission as proprietary software, but are separate and distinct programs. The ArcherMind Service is not subject to the GPL or any other open source license.
5. **Injunctive Relief:** You hereby acknowledge and agree that the ArcherMind Service and related source code are proprietary and confidential to ArcherMind and that the ArcherMind Service and related source code contain valuable ArcherMind trade secrets, the disclosure of which would cause ArcherMind irreparable harm for which monetary compensation would be inadequate. You therefore further agree that if You breach Your obligations under these Terms, ArcherMind shall be entitled to injunctive relief from a court of competent jurisdiction without the need to post any bond or demonstrate actual damages.

F. LICENSEE REPRESENTATIONS AND WARRANTIES

You represent and warrant that You will not use the ArcherMind Service to:

1. publish Your Content that You do not have a right to make available under any law or under contractual or fiduciary relationships;
2. publish Your Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or other proprietary rights of any party;

3. publish Your Content or any other material that contains software viruses or any other computer code that interrupts, destroys or limits the functionality of any computer software or hardware or telecommunications equipment;
4. publish Your Content or any other material that is unlawful, fraudulent, harassing, libelous or obscene;
5. knowingly interfere with or attempt to interfere with the proper working of the ArcherMind Service;
6. knowingly take any action which imposes an unreasonable or disproportionately large load on the ArcherMind Service.
7. intentionally or unintentionally violate any applicable local, state, national or international law, regulation or order.

G. COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

1. ArcherMind respects the intellectual property of others, and we ask our users to do the same. ArcherMind may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be infringers. If You believe that Your work has been copied in a way that constitutes copyright infringement, or Your intellectual property rights have been otherwise violated, please provide ArcherMind Copyright Agent the following information:
 1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
 2. a description of the copyrighted work or other intellectual property that You claim has been infringed;
 3. a description of where the material that You claim is infringing is located.
 4. your address, telephone number, and email address;
 5. a statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owners behalf.
 6. a statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owners behalf.
2. ArcherMind Agent for Notice of claims of copyright or other intellectual property infringement can be reached at legal@ArcherMind.com or by written notice to ArcherMind Corporation, 925 Liberty Avenue, Pittsburgh, Pennsylvania 15222 USA.

H. TECHNICAL SUPPORT

1. ArcherMind Service Technical Support consists of the support described at www.ArcherMind.com and <https://linuxlink.ArcherMind.com/support/policy.pt>.
2. Installation or use of the ArcherMind Service may require entry of specific key codes issued by ArcherMind to You. You agree to the use of these key codes in accordance

with these Terms, to hold these key codes in confidence and to not disclose them to any third parties.

I. TERM AND TERMINATION

1. These Terms shall become effective on the date of Your first use of the ArcherMind Service shall remain in full force and effect until terminated under this Section I.
2. ArcherMind may terminate Your license to the ArcherMind Service (including Your access to the ArcherMind Service) at any time without notice in the event that You violate these Terms. You may terminate these Terms by providing notice to ArcherMind at any time. Upon termination for any reason, You shall immediately cease use of the ArcherMind Service. All other provisions of these Terms shall survive any such termination.
3. Upon termination of these Terms by You or ArcherMind for any reason or no reason, ArcherMind shall delete all of Your Content stored on ArcherMind Service. You hereby release and hold ArcherMind harmless for any loss of data You may suffer as a result of the deletion of Your Content pursuant to this Section I.

J. NO WARRANTY

1. THE ARCHERMIND SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SPECIFICALLY, ARCHERMIND DOES NOT WARRANT THAT YOU WILL HAVE ACCESS AT ALL TIMES TO THE ARCHERMIND SERVICE AND DOES NOT WARRANT THAT ANY ARCHERMIND SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE ARCHERMIND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
2. ARCHERMIND PROVIDES STORAGE OF YOUR CONTENT SOLELY FOR PURPOSES OF ASSISTING YOU WITH THE DEVELOPMENT OF YOUR APPLICATIONS. YOU ARE SOLELY RESPONSIBLE FOR SEPARATE STORAGE AND BACK-UP OF ANY CONTENT THAT YOU STORE OR OTHERWISE CONTRIBUTE TO THE ARCHERMIND SERVICE. ANY SUCH CONTENT IS STORED AT YOUR OWN RISK AND ARCHERMIND EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY LOSS OF DATA THAT RESULTS FROM THE STORAGE OF ANY SUCH MATERIAL ON THE ARCHERMIND SERVICE, REGARDLESS OF HOW THE LOSS OCCURS. NO CONTENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ARCHERMIND OR THROUGH OR FROM THE ARCHERMIND SERVICE SHALL CREATE ANY WARRANTY.

K. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO FULFILL ITS ESSENTIAL

PURPOSE: IN NO EVENT SHALL ARCHERMIND, ARCHERMIND OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR DISTRIBUTORS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE ARCHERMIND SERVICE AND ANY DOWNLOADED SOFTWARE, HOWSOEVER ARISING, OR ANY DAMAGES RELATED TO THESE TERMS IN EXCESS OF THE AMOUNT OF FEES PAID HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND, IN NO EVENT SHALL ARCHERMIND, ARCHERMIND OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, HOWSOEVER ARISING, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THESE TERMS.

L. INDEMNIFICATION

You shall defend, indemnify and hold harmless ArcherMind from all losses, claims, suits and expenses of any kind and description, including, without limitation, losses, claims, suits and expenses arising out of or in connection with property damage, or bodily injuries or death sustained by any person or persons whatsoever, which may result from or arise in connection with Your use of the ArcherMind Service.

M. DISPUTE RESOLUTION

In the event of a dispute between You and ArcherMind arising in connection with these Terms, such dispute shall be resolved, at ArcherMind sole option, by binding arbitration under the rules and auspices of the American Arbitration Association. Arbitration shall take place in the Commonwealth of Pennsylvania, U.S.A. The foregoing shall not prevent ArcherMind from seeking applicable injunctive relief in a court of competent jurisdiction.

N. CHOICE OF LAW AND FORUM

These Terms shall be governed for all purposes by the laws of the Commonwealth of Pennsylvania, excluding choice of law provisions. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, these Terms may be brought against You or ArcherMind in any of the courts of the Commonwealth of Pennsylvania, including United States District Courts. You consent to the jurisdiction of such courts in any such action or proceeding and waive any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party to these Terms anywhere in the world. You expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

O. AMENDMENTS

ArcherMind may amend these Terms at any time by posting the amended terms on www.ArcherMind.com. All amended terms shall automatically be effective once they are

posted on www.ArcherMind.com and shall apply to Your activities regarding the ArcherMind Service beginning on the date of such posting. Failure to comply with the current version of the Terms may result in account revocation.

P. GENERAL

If any provision of these Terms is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of these Terms shall not be affected. Your rights and obligations under these Terms may not be assigned, in whole or in part, without prior written consent of ArcherMind and such other restrictions as set forth herein. No waiver by either party of any rights under these Terms will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought. Any notices relating to these Terms should be sent via receipted delivery to ArcherMind Corporation, No.180, Software Ave., Huashen Mansion, Yuhuatai District, Nanjing, 210012, P. R. China.