

Axisoft (Asia Pacific) Limited

This license agreement is between Axisoft (Asia Pacific) Limited ("AXISOFT") and you. Read the terms of this agreement carefully before using the AlchemyJ software from AXISOFT. By using the AlchemyJ, including any third party software made available in conjunction with the AlchemyJ, you agree to be bound by this license agreement.

If you do not agree to all of the terms and conditions of this agreement, then immediately return this software to the place of purchase, or delete the file(s) downloaded whichever is applicable.

## 1. GENERAL

This agreement is the complete statement of the agreement between the parties on the subject matter, and merges and supersedes all other or prior understandings, purchase orders, agreements, and arrangements. This agreement shall be governed by the laws of The Hong Kong Special Administrative Region ("HKSAR") of The People's Republic of China. Exclusive jurisdiction and venue for all matters relating to this agreement shall be in courts located in HKSAR, and you consent to such jurisdiction and venue.

## 2. LICENSE AND RESTRICTIONS

AXISOFT grants you a non-commercial, non-exclusive and non-transferable license of the AlchemyJ for the internal use only. You need to obtain written permission from AXISOFT if you want to sell software or services associated with or derived from it, or you want to modify, copy, license, or create derivative works from the AlchemyJ.

## 3. INTELLECTUAL PROPERTY

AXISOFT or third parties own all rights, title and interest in and to the AlchemyJ, portions thereof, or software provided through or in conjunction with the AlchemyJ, including without limitation all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree not to modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the AlchemyJ. You also agree to not remove, obscure, or alter AXISOFT or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the AlchemyJ.

## 4. DISCLAIMER OF WARRANTIES

The AlchemyJ and any third party software made available in conjunction with or through the AlchemyJ are provided "as is," with no warranties whatsoever. AXISOFT and such third parties expressly disclaim

to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. AXISOFT and any third party who makes its software available in conjunction with or through the AlchemyJ disclaim any warranties regarding the security, reliability, timeliness, and performance of the AlchemyJ and such third party software.

You understand and agree that you purchase/download and/or use the AlchemyJ and all third party software made available in conjunction with or through the AlchemyJ at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the use of the AlchemyJ and such third party software.

#### 5. LIMITATION OF LIABILITY

Under no circumstances shall AXISOFT or any third party who makes its software available in conjunction with or through the AlchemyJ be liable to any user on account of that user's use or misuse of the AlchemyJ or such third party software. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), or otherwise, (even if AXISOFT and/or a third party software provider have been advised of the possibility of such damages). Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the AlchemyJ and all third party software made available in conjunction with or through the AlchemyJ, from inability to use the AlchemyJ and all third party software made available in conjunction with or through the AlchemyJ, or from the interruption, suspension, or termination of the AlchemyJ and all third party software made available in conjunction with or through the AlchemyJ (including such damages incurred by third parties). Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

#### 6. THIRD PARTY LICENSES

You acknowledge that if the AlchemyJ incorporates certain third party software and open source software, that such third party software and open source software is further described in the applicable License Agreement and you are responsible for reviewing the license terms for each such software and ensure that is complying with the contributor's use requirements.

#### 7. LANGUAGE

The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

You expressly acknowledge that you have read this agreement and understand the rights, obligations, terms and conditions set forth herein. By installing the AlchemyJ, you expressly consent to be bound by its terms and conditions and grant to AXISOFT the rights set forth herein.

Axisoft (Asia Pacific) Limited

[www.axisoft.com](http://www.axisoft.com)