

## **Edraw Software End User License Agreement**

### **IMPORTANT: THIS IS A LICENSE, NOT A SALE**

This Edraw Software End User License Agreement (Agreement or License or EULA) is between the end user (hereinafter referred to as You or Licensee), and SHENZHEN EDRAW SOFTWARE Co., LTD and its subsidiaries YEABO LIMITED and other related companies (collectively referred to as Edraw, or Licensor), the developer and owner of the program and software (hereinafter referred to as Licensed Software or Edraw Software or Software).

IMPORTANT: EDRAW'S PRIVACY POLICY EXPLAINS HOW WE COLLECT, TREAT YOUR PERSONAL DATA AND PROTECT YOUR PRIVACY WHEN YOU USE OUR SOFTWARE AND SERVICES. BY USING OUR SOFTWARE AND SERVICES, YOU AGREE THAT EDRAW CAN USE SUCH DATA IN ACCORDANCE WITH OUR PRIVACY POLICY. YOU ALSO AGREE TO BE BOUND BY THE PRIVACY POLICY OR PRIVACY NOTICE PUBLISHED BY EDRAW ON ITS WEBSITE. BY DOWNLOADING, ACCESSING, INSTALLING OR USING THE SOFTWARE, DOCUMENTATION, COLLECTIONS FROM EDRAW EFFECTS STORE (collectively "SOFTWARE"), YOU ALSO AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT.

Please read this agreement carefully before downloading or installing the software. Top attention should be paid to such clauses including but not limited to Article 3, 5, 14, 15, 16, 19. If you disagree with or have any questions concerning this END USER LICENSE AGREEMENT (EULA), please contact Edraw. Any installing, copying, accessing, or using the Licensed Software by you (the "Licensee") constitutes an acceptance of, and a promise to comply with, all the terms and conditions of this EULA

### **TERMS AND CONDITIONS:**

#### **1. LICENSED SOFTWARE**

The "Licensed Software" includes all of the contents of the files, disk(s), CD-ROM(s), DVDs, or other media for which this EULA is provided, including but not limited to: third party computer information or software that the Licensor has licensed for inclusion in the Licensed Software; written materials or files relating to the Licensed Software ("Documentation"); fonts; modified versions, updates, additions, and copies of the Licensed Software, if any. The "Licensed Software" also includes online Software.

#### **2. GRANT OF THE LICENSE**

Subject to the terms and conditions of this Agreement and your payment of the license fee, Edraw hereby grants you the limited, revocable, personal, non-exclusive, and non-transferable right to download, install and activate the Software on a specified number of devices solely for your personal, private and non-commercial use, except as otherwise provided in this Agreement or additional EULA. Sharing the Software with others, or allowing others to view the contents of this Software, is in violation of the License. You may not make the Software available over a network, or in any way provide the Software to multiple users, unless you have purchased a multi-user license from Edraw in advance. Edraw reserves all rights not expressly granted to You in this Agreement.

If you are a business entity, you shall purchase a license for business entity, and the license you are granted is a limited, revocable, non-exclusive, and non-transferable license. Not all of our software has a license for the business entity.

For the software which doesn't have a license for business entity, or is not expressly allowed for commercial use, please do not use it for any commercial purpose.

During your use of the Software, you must comply with the allowed uses and use limitations and restrictions published by Edraw on our websites. Any breach by you may cause legal liability.

### 3. LICENSE RESTRICTIONS

1. 3.1 Licensee may not and agrees not to or enable others to modify, adapt, translate, sublicense, rent, lease, or loan all or any portion of the Licensed Software or Documentation; and
2. 3.2 Licensee may access and use the contents in the Software including but not limited to built in templates, built in images, built in effects(collectively referred to as "Contents") for your information and personal/internal use solely as intended through the provided functionality of the Software and as permitted under this Agreement; and
3. 3.3 Licensee may not and agrees not to or enable others to create any derivative works from all or any portion of the Licensed Software or Documentation; and Licensee may not reverse engineer, extract, decompile, disassemble, or otherwise attempt to discover the source code of the Licensed Software; and
4. 3.4 Licensee may not and agrees not to or enable others to use a previous version of the Licensed Software after receiving a media replacement or upgraded version as a replacement to a prior version (in such case Licensee must destroy the prior version); and
5. 3.5 Licensee may not and agrees not to or enable others to use the Licensed Software in the operation of any business, aircraft, ship, nuclear facilities, life support machines, communication systems, or any other equipment in which the failure of the software could lead to personal injury, death, or environmental damage; and
6. 3.6 Licensee may not and agrees not to or enable others to remove or obscure Licensor's copyright or trademark notices, or the copyright and trademark notices of any third parties that Licensor has included in the Licensed Software or Documentation; and
7. 3.7 Licensee may not and agrees not to or enable others to use the Licensed Software to host applications for third parties, as part of a facility management, timesharing, service provider, or service bureau arrangement; and
8. 3.8 Licensee may not install the Licensed Software on other devices after the Licensed Software has been installed on one device without Licensor's prior consent; and
9. 3.9 Licensee may not use the Contents built in the Software in any way that allow others to download, extract, or redistribute the Contents as a standalone file (meaning just the content itself); and
10. 3.10 Licensee may not use the Contents built in the Software in electronic or digital templates intended for resale or other distribution; and
11. 3.11 Licensee may not export the Contents built in the Software or distribute the Contents; and
12. 3.12 Licensee may not and agrees not to or enable others to use the Licensed Software in any manner that is illegal or not authorized by this EULA.

#### 4. INSTALLATION

Licensee can only install one copy of the Licensed Software on an allowed number of devices. The Licensee must be the primary user of the device on which the Licensed Software is installed. This Agreement shall apply to all installations of the Licensed Software. Licensee shall be solely responsible for all expenses incurred in Licensee's installation and use of the Licensed Software.

#### 5. SOFTWARE IMPROVEMENT PROGRAM

Edraw is committed to helping protect your privacy at all times except as otherwise provided in this Agreement. This statement explains the anonymous data collection process and usage practices for the Software Improvement Program of Edraw.

In order to provide and improve the software, its features, and user's experience, we will automatically collect, maintain process and use information concerning the way the various modules and functionalities of Edraw software are being used. Information is also gathered anonymously for the purpose of statistical analysis about Software usage.

We will only use such information for the purpose of providing end users with the best possible software experience. The collected data will not be disclosed, shared, sold, traded or rented to any third parties for marketing purposes. For users who do not wish to enable this service, you may opt-out in the advanced options menu during the installation process.

#### 6. ACTIVATION

The Licensed Software contains technological measures that are designed to prevent its unlicensed or illegal use. The Licensed Software may contain enforcement technology that limits Licensee's ability to install and uninstall the Licensed Software on a machine to no more than a finite number of times, for a finite number of devices and for a defined period in time designated by the purchased License. The Licensed Software may require activation during installation and in the Documentation. If any of such applicable activation procedure(s) is not followed, the Licensed Software may only operate for a finite period of time. If activation is required, but the Licensee doesn't complete activation within the finite period of time set forth in the Documentation or explained during installation, the Licensed Software will cease to function until activation has been completed, by which time functionality will be restored. If Licensee has any problem with the activation process, the Licensee may contact the Licensor customer service for support.

#### 7. EVALUATION COPY

Licensee may be granted an evaluation copy of the Licensed Software free of charge for a finite period of time (the "Evaluation Copy"). Certain features and/or functionality of the Licensed Software may be locked or unavailable in the Evaluation Copy. In order to benefit from all features and functionality of the Licensed Software, Licensee have to purchase a valid license activation key. From the moment that Licensee activates Licensed Software with a valid license key, the Evaluation Copy shall cease from being considered an Evaluation Copy and all the terms of this Agreement shall commence to apply in their entirety.

#### 8. TERM

There are several kinds of Licenses that the Licensee may choose to purchase. If the Licensee chooses to purchase a lifetime license, you may use it until terminated. If you choose to purchase a license for a specific period of time, you can only use it during a specific period. You may terminate the license at any time by destroying the Software, together with all copies thereof. The License will

be terminated automatically or otherwise cease to be effective if you fail to comply with any term(s) or condition(s) of this Agreement. You shall destroy and cease using the Software, together with all copies thereof immediately after the termination of the License.

#### 9. LICENSE TRANSFER

Licensee may not rent, lease, lend, sell, assign, sub-license, redistribute or transfer the Licensed Software or the License granted by this EULA without prior written consent of the Licensor.

#### 10. SOFTWARE UPDATES

Licensor may provide Licensee with Software Updates and/or Content Updates from time to time at no charge during the Term of this Agreement. The Licensor may, at its sole discretion, decide if Licensee can get Software Updates and/or Content Updates free of charge or the Licensee has to pay for the Updates. For the purposes hereof, "Update" means a new version of the Licensed Software containing technical modifications, updated information, altered functionality, or any other changes that are intended by Licensor to improve or to add, delete or otherwise modify any aspect of the Licensed Software. "Content Update" shall mean an update of the content used by the Licensed Software that might need to be updated from time to time. If the Licensed Software is an Update to a previous version, Licensee must possess a valid License to the previous version. Any update provided by the Licensor to Licensee is made on a License exchange basis such that Licensee agrees, as a precondition for receiving an Update, that Licensee will terminate all of Licensee's rights to use any previous version of the Licensed Software. However, Licensee may continue to use the previous version only to assist in transitioning to the Updated version. Once an Update has been released, the Licensor may cease service or support for prior versions, without any notice to Licensee. Software Updates and/or Content Updates may be provided via the Licensed Software or on the Licensor websites. This License does not permit Licensee to obtain and use a Software Upgrade and/or a new Licensed Software version. The Licensed Software may require Content Updates in order to work effectively. The Licensor may add new functions, music track, elements, pictures, videos, or delete original functions, music track, elements, pictures, and videos in the Update Software or Upgrade Software.

#### 11. INTELLECTUAL PROPERTY OWNERSHIP

The Licensed Software and any authorized copies that Licensee makes are the intellectual property of and are owned by, the Licensor, and by third parties whose intellectual property has been licensed to the Licensor. The structure, organization, and code of the Licensed Software are the valuable trade secrets and confidential information of the Licensor and such third parties." The Licensed Software is protected by law, including without limitation, the copyright laws of the People's Republic of China and the United States and other countries, and by international treaty provisions. Except as expressly provided in this EULA, Licensee is not granted any intellectual property rights over the Licensed Software. Licensee may not make or publish any public statement concerning the Licensed Software or the Licensor without the prior express written consent of the Licensor.

The Licensee can develop plug-ins properly based on the open interface protocol of the Licensed Software and use them in the licensed software based on licensee's individual legitimate needs, but firstly licensee must obtain explicit and prior written authorization from Licensor. If Licensee fails to get the aforementioned authorization, all the legal liabilities, including but not limited to any loss of or damage to any third party will be solely born by Licensee.

## 12. SUPPORT

The Licensor is not obligated by this EULA to provide Licensee with any technical support services relating to the Licensed Software; however, Licensee may request additional support services for an additional charge or get free e-mail support as the Licensor may offer from time to time during the term of this EULA. E-mail support includes business priority technical assistance for installation and troubleshooting, and upgrade and maintenance coverage.

## 13. TERMINATION BY Edraw

Subject to the terms and conditions stipulated in Article 8, Edraw shall be entitled to terminate this EULA immediately upon serving written notice on the Licensee in the following circumstances: if Licensee commits a material breach of any of its obligations under this EULA which is not capable of remedy or if Licensee commits a material breach of any of its obligations under this EULA which is not remedied within fifteen (15) calendar days after receipt of a notice from Edraw. Termination of this EULA shall not affect any rights, obligations or liabilities of either party which have accrued before termination or which are intended to continue to have effect after termination.

## 14. NO WARRANTY ON LICENSED SOFTWARE

THE LICENSED SOFTWARE IS PROVIDED TO LICENSEE "AS IS." THE LICENSOR, AND THE LICENSOR SUPPLIERS, AFFILIATES, AGENTS, EMPLOYEES MAKE NO WARRANTY AS TO ITS USE OR PERFORMANCE. THE LICENSOR, AND THE LICENSOR AFFILIATES, MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE, OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR, AND TO THE EXTENT, THAT A WARRANTY MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION.

SOME FUNCTIONS OF THE LICENSED SOFTWARE (HEREINAFTER REFERRED TO AS "RESTRICTED FUNCTIONS") ARE ONLY SUPPORTED BY USING THE THIRD PARTY PLUG-INS WHICH HAVE BEEN INSTALLED ON YOUR DEVICE. YOU AGREE THAT IT IS YOU, NOT LICENSOR, WHO ARE USING THE THIRD PARTY PLUG-INS. YOU SHALL NOT USE THE RESTRICTED FUNCTIONS OF THE LICENSED SOFTWARE UNLESS YOU HAVE GOT PROPER AUTHORITY TO USE THE THIRD PARTY PLUG-INS. FURTHERMORE, ALL THE RESPONSIBILITIES OF USING SUCH THIRD PARTY PLUG-INS WILL BE SOLELY BORNE BY YOU.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF EDRAW SOFTWARE IS AT YOUR SOLE RISK, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY IS WITH YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EDRAW OR AN AUTHORIZED REPRESENTATIVE SHALL CREAT WARRANTY.

THE SOFTWARE MAY CONTAIN "OPEN SOURCE" MATERIALS (E.G., ANY SOFTWARE SUBJECT TO OPEN SOURCE, COPYLEFT, GNU GENERAL PUBLIC LICENSE, LIBRARY GENERAL PUBLIC LICENSE, LESSER GENERAL PUBLIC LICENSE, MOZILLA LICENSE, BERKELEY SOFTWARE DISTRIBUTION LICENSE, OPEN SOURCE INITIATIVE LICENSE, MIT, APACHE OR PUBLIC DOMAIN LICENSES, OR SIMILAR LICENSE). EDRAW MAKES NO WARRANTIES WITH RESPECT TO OPEN SOURCE MATERIALS CONTAINED IN THE SOFTWARE. THESE EULA'S PROVISIONS ON RESTRICTION OF LIABILITY SHALL APPLY.

## 15. LIMITATION OF LIABILITY

IN NO EVENT WILL THE LICENSOR, OR THE LICENSOR'S AFFILIATES, ITS EMPLOYEES, AGENTS BE LIABLE FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL DAMAGES, OR ANY LOSS OF PROFITS OR SAVINGS, EVEN IF A REPRESENTATIVE OF THE LICENSOR OR ONE OF THE LICENSOR'S AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS, OR FOR ANY CLAIM BY ANY THIRD PARTY. THESE LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. THE AGGREGATE LIABILITY OF THE LICENSOR, AND THE LICENSOR AFFILIATES, ITS EMPLOYEES, AGENTS UNDER OR IN CONNECTION WITH THIS EULA, SHALL BE LIMITED TO THE FEES LICENSEE HAS PAID FOR THE LICENSED SOFTWARE, IF ANY.

IF THE SOFTWARE IS SUBJECT TO A THREATENED, POTENTIAL OR ACTUAL CLAIM OF INFRINGEMENT OF ANOTHER'S RIGHT FOR WHICH EDRAW MAY BE LIABLE, THE LICENSEE WILL MAKE PROMPT AND REASONABLE EFFORTS TO STOP USING AND DELETE THE SOFTWARE UPON RECEIVING THE COMPANY'S WRITTEN NOTICE (INCLUDING BY EMAIL), EDRAW MAY PROVIDE LICENSEE WITH A REPLACEMENT OR UPDATED OR MODIFIED SOFTWARE FREE OF CHARGE. IN SUCH CIRCUMSTANCE, EDRAW SHALL NOT BEAR OTHER LIABILITIES TO YOU.

## 16. INDEMNIFICATION

LICENSEE WILL INDEMNIFY AND HOLD LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR RELATING TO LICENSEE'S ILLEGAL OR IMPROPER USES OF THE LICENSED SOFTWARE FROM ANY THIRD PARTY. LICENSEE'S OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## 17. END-USER GENERATED CONTENT

The Licensed Software enables the Licensee to enter content that will be stored on the device on which the Licensed Software is installed (such content shall be referred to herein as the "End-User Generated Content"). Licensee is solely responsible for Licensee's use, storage and disclosure of the End-User Generated Content. Licensee may only use the End-User Generated Content responsibly, in a manner consistent with the exercise of good judgment. The Licensed Software may permit the Licensee to enter, copy, edit Content that constitutes non-public personal information of individuals other than the Licensee; the Licensee shall not use, store or disclose any such information without the express consent of the individuals to whom it relates. If Licensee is having difficulty deciding whether Licensee's intended use is appropriate, or whether Licensee needs written permission, or whether other legal issues should be considered, the Licensor strongly encourages Licensee to seek competent legal counsel. The Licensor will not assist Licensee in making this determination, nor can the Licensor provide Licensee with legal advice as to intellectual property rights or privacy laws.

Licensee may only use End-User Generated Content which belongs to Licensee and will not violate the rights of others therein. The Licensor will not edit or monitor any and all Content; Licensee therefore assumes exclusive responsibility for the monitoring thereof. Licensee may not use the Licensed Software in conjunction with content that is illegal, obscene, indecent, defamatory, incites racial or ethnic hatred or violates the rights of others, or is in any other way objectionable.

Licensee is responsible for independently verifying the accuracy and completeness of Licensee's contents (e.g. any technical illustrations or diagrams for operation guides, parts catalogs, schematics,

writing diagrams, assembly instructions, maintenance manuals, architectural presentations or other materials You create and/or modify using Our Software).

If Licensee or Licensee's attorney determines that Licensee is required by law to obtain written permission to use portions of the End-User Generated Content, Licensee must request permission for reproduction, redistribution, or modification of the Content from the appropriate owner of the subject materials (as may be cited in the Licensed Software). If, on the other hand, Licensee or Licensee's attorney determines it is permissible to proceed and include End-user Generated Content from the Licensed Software, the Licensor asks Licensee to correctly designate the Licensor trademark(s) when referring to the Licensed software in the notice or copyright portion of Licensee's paper, project, or product. Licensee shall indemnify, hold harmless, and defend the Licensor and the Licensor suppliers from all claims, damages, attorneys' fees, costs, and lawsuits that arise from, or result from, Licensee's use or distribution of any and all Content and its use of the Licensed Software.

#### 18. EXPORT RESTRICTIONS

You may not use or otherwise export or re-export the licensed software to any countries or territories sanctioned by the United Nations or the USA. By using the licensed software, you represent and warrant that you are not located in any such countries.

#### 19. LICENSEE PUBLICITY RIGHTS

During the term of this EULA, Licensee grants Licensor the right to include Licensee as a customer in software promotional material.

Licensee can deny Licensor this right by submitting a written request via email to [support@edrawsoft.com](mailto:support@edrawsoft.com) and requesting to be excluded from software promotional material. Confirmation of such denial (via reply email) must be received prior to purchasing for this exclusion to be effective.

Should the Licensee come to be or already be included in product promotional material, as a result of any prior purchases where the Licensee did not request exclusion from product promotional material, the Licensee can at any point in time, submit a written request via email to [support@edrawsoft.com](mailto:support@edrawsoft.com) to have Edraw remove the Licensee's name and other information from product promotional material. Upon receipt of such request, Edraw will remove any reference to the Licensee from such promotional material within 30 days and make no further reference to the Licensee.

#### 20. GOVERNING LAW AND DISPUTE RESOLUTION

When completing your purchase, a billing statement including 'edrawsoft.com' and the country code such as 'HK', 'UK', 'CN', etc. would be displayed on the payment page and/or your card statement. All purchases will be processed by our respective entity in the corresponding country as indicated by the country code in the billing statement and are governed by the Local Law.

ACKNOWLEDGMENT BY INSTALLING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FORE GOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT TOGETHER WITH ALL OTHER OPERATING RULES, POLICIES (INCLUDING, WITHOUT LIMITATION, EDRAW'S PRIVACY POLICY) AND PROCEDURES THAT MAY BE PUBLISHED FROM TIME TO TIME BY EDRAW RELATED TO THE SOFTWARE (WHICH SHALL BE INCORPORATED HEREIN BY REFERENCE) ARE THE COMPLETE AND

EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSED OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE LICENSE DESCRIBED HEREIN.

This is an international company. The website is jointly operated by following companys.

YEABO LIMITED

UNIT NO. A222, 3F, HANG FUNG INDUSTRIAL BUILDING, PHASE2, NO. 2G HOK YUEN STREET,  
HUNGHOM KL HK

SHENZHEN EDRAW SOFTWARE CO., LIMITED

10/F, Block D, 5th Building, Shenzhen Software Industrial Base, Haitian 2nd Rd, Nanshan District,  
Shenzhen, Guangdong, China

---