

Glenfly Software License Agreement

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1 License and Restrictions

1.1 License. Subject to your compliance with this Agreement, Glenfly grants you a non-exclusive, revocable, non-transferable, and non-sublicensable license (unless otherwise agreed in writing by the parties, or where sublicensing is reasonably necessary for system-integration business) to download, install, use, and run the Software within the authorized scope for purposes including development, research, testing, and services. If you need to redistribute Software provided by Glenfly free of charge, you must ensure that the distributed binary files have not been modified in any manner (except for decompression) and must provide a copy of this Agreement to each recipient so that such recipient is likewise bound by this Agreement.

1.2 Restrictions:

1) No copying, disassembly, reverse engineering, decompilation, modification, or creation of derivative works: Except as expressly provided in this Agreement, you may not reverse engineer, modify, decompile, disassemble, or otherwise extract the source code of, or create derivative works from, all or any part of the Software; nor may you use the Software or any derivative works thereof to develop products or technologies that compete with the Software, or assist any third party in conducting any similar activities.

2) No circumvention of access controls: You may not remove, circumvent, disable, or otherwise evade or defeat any security measures or technical features built into the Software to protect the copyright and other intellectual property rights in the Software.

3) No modification or removal of notices: You may not delete, alter, or modify any proprietary notices, copyright legends, license agreements, labels, or other proprietary information contained in the Software, nor circumvent or remove the display of such notices or information by any means.

4) Restrictions on commercially licensed Software: For Software that requires a commercial license, except as expressly provided in this Agreement or authorized by Glenfly in writing, you may not use the Software for commercial purposes, including without limitation copying, modifying, selling, leasing, sublicensing, distributing, splitting, or transferring the Software in any form, providing commercial hosting, SaaS, or cloud services based on the Software, or splitting, recombining, or separately providing the Software or any part thereof

in a modular manner.

5) Open-source use restriction: You may not in any manner use, introduce, combine, link, or otherwise combine any open-source software if such use would cause the Software or any part thereof to: (a) be required to be disclosed or distributed in source-code form; (b) be required to be licensed for others to create derivative works; or (c) be required to be redistributed free of charge. Your breach of this clause shall constitute a material breach of this Agreement.

6) Performance-test disclosure restriction: Without Glenfly's separate written permission, you may not disclose, publish, or disseminate to any third party any performance-test results or benchmark data based on the Software.

7) Platform-use restriction: Unless authorized by Glenfly in writing, you may not run or use the Software on any hardware platform other than Glenfly hardware.

8) No unlawful conduct: You may not use Glenfly Software in a deceptive manner or for deceptive purposes, and you may not engage in any other improper or unlawful conduct.

2 Support and Updates

2.1 Unless Glenfly and you have otherwise entered into a written technical-support services agreement, Glenfly has no obligation to provide any form of support services for the Software. If you discover any defect, error, or functional abnormality in the Software (an "Issue"), you may report such Issue to Glenfly. Glenfly will, at its sole discretion, provide patches, enhancements, or other forms of updates for the Software based on the Issues you submit.

2.2 To improve the user experience and enhance the content of its services, Glenfly will from time to time provide patches, enhancements, updates, fixes, or other improved releases of the Software. You should regularly review Glenfly's publication channels for information regarding updates. Glenfly has the right to require you to install such updates within a specified period; your refusal to install may result in termination of this Agreement or limitation of Software functionality.

2.3 To improve the user experience and the quality of services, Glenfly may collect technical information and related data regarding use of the Software, including without limitation hardware-configuration information, Software usage logs, performance data, error reports, and feature-usage statistics. You agree that Glenfly may collect, process, store, and transmit such data for the foregoing purposes. Glenfly may use such data to improve products, develop new features, and share such data with third parties (in anonymized or aggregated form).

3 Ownership

3.1 All ownership and related intellectual property rights in Glenfly Software belong to Glenfly or its licensors and are licensed as provided in this Agreement. The Software is protected by copyright law and international copyright treaties. Except for the right of use expressly granted herein, this Agreement does not constitute a transfer or grant of any other

rights. Any act in violation of the restrictions of this Agreement may be deemed an infringement of the intellectual property rights of Glenfly or other rights holders, and the relevant rights holder shall be entitled to pursue liability for infringement in accordance with law and to take necessary legal measures to protect its lawful rights and interests.

3.2 Any suggestions, feedback, comments, or other information you provide to Glenfly regarding the Software shall, from the moment of creation, be irrevocably assigned to Glenfly with respect to all intellectual property rights therein. Glenfly shall be free to use such feedback for any purpose, including without limitation incorporating it into Software, products, or services, commercially exploiting it, and disclosing it to third parties, without any obligation to you or payment of any compensation. You warrant that such feedback does not infringe any third-party intellectual property rights.

4 Third-Party Software

4.1 The Software under this Agreement may include third-party software, including without limitation third-party open-source software and proprietary third-party software. For the specific list of third-party open-source components, copyright notices, and license terms, please refer to the third-party open-source software notice file accompanying the Software package, which forms part of this Agreement.

4.2 Third-party software is subject to its respective applicable licenses, terms of use, and other restrictions. If the license terms of third-party software conflict with the terms of this Agreement within the scope of use of such third-party software, the license terms of such third-party software shall prevail only to the extent necessary to resolve such conflict. If you violate the licenses, terms of use, or other restrictions applicable to third-party software, you shall bear all related legal liability arising from any litigation, fines, or other sanctions.

4.3 This Agreement does not grant you any patent or other intellectual property license relating to third-party software (including standard-essential patents).

4.4 The Software under this Agreement may include third-party software. If any dispute or issue arises from such third-party software, please resolve it with the relevant third party. We do not provide any customer support for third-party software; if you need support, please contact the relevant third party.

4.5 With respect to third-party software included in Glenfly Software, Glenfly provides it on an “AS IS” basis and makes no warranty as to its functionality, security, or compatibility. You shall bear all risks associated with using third-party software.

5 Disclaimer and Limitation of Liability

5.1 Disclaimer. To the maximum extent permitted by law, the Software is provided on an “AS IS” basis, and Glenfly and its licensors make no warranty of any kind or nature with respect to the Software or any consequences relating to or arising from the Software, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement of third-party rights. Without limiting the foregoing, you are solely responsible for determining and confirming that the Software you obtain and install

is a version suitable for your control panel, operating system, and related hardware. Glenfly and its licensors do not warrant that the Software (including without limitation third-party software or open-source software) is error-free or will operate without interruption, nor that the Software is free from the risk of intrusion, attack, or security vulnerabilities, and do not warrant that any discovered security vulnerability can be repaired or fully eliminated.

5.2 No liability for consequential damages. To the maximum extent permitted by applicable law, Glenfly or its licensors shall not be liable for any special, incidental, indirect, or consequential damages arising from the use of or inability to use the Software (including without limitation loss of business profits, loss of data, business interruption, loss of business information, or any other punitive damages), even if Glenfly has been advised of the possibility of such damages.

5.3 Liability cap. In no event shall Glenfly's aggregate liability for all claims arising out of or relating to the Software or this Agreement (whether based on breach of contract, tort including negligence, strict liability, or otherwise) exceed the amount you actually paid to Glenfly to obtain the Software license.

5.4 Beta software. If you choose to use pre-release, beta, or experimental versions of the Software (collectively, "Beta Software"), you do so entirely at your own risk. You understand and agree that Beta Software may contain defects, errors, or other instabilities and is provided solely for testing or evaluation purposes; Glenfly does not warrant that a commercial version of such Beta Software will be released, and assumes no loss or liability arising from use of the Beta Software.

5.5 Data backup. You agree and acknowledge that you are solely responsible for backing up your system and related data and for setting system restore points to prevent data loss or system failure. Glenfly shall not be liable for any form of loss or damage (including without limitation data loss, restricted access, business interruption, system crash, performance degradation, or other direct, indirect, incidental, or consequential losses) arising from any change, conflict, abnormality, failure, or incompatibility affecting your system, applications, BIOS, drivers, configuration files, or other software or hardware parameters during the installation, use, update, or operation of the Software.

5.6 The Software is provided on an "AS IS" basis. Glenfly does not warrant that the Software is compatible with any particular operating-system version, hardware configuration, or third-party software. You are solely responsible for confirming that your system environment meets the minimum technical requirements of the Software.

6 Indemnification

You agree and acknowledge that if any infringement dispute, administrative penalty or sanction, or other legal consequence arises from your breach of any term of this Agreement, you shall be responsible for handling the same and shall bear all legal liability.

You agree and acknowledge that if any third party asserts any claim, loss, or expense (including without limitation attorneys' fees and court costs) against Glenfly and its affiliates, partners, licensors, directors, employees, and agents arising from your breach of any term of

this Agreement, you shall indemnify Glenfly and its affiliates, partners, licensors, directors, employees, and agents and hold them harmless from such claims.

You agree that if Glenfly suffers any administrative penalty, regulatory investigation, or reputational harm as a result of your breach of this Agreement, you shall indemnify Glenfly for all losses suffered thereby, including without limitation fines, investigation costs, public-relations costs, and loss of goodwill.

7 Termination

7.1 This Agreement between Glenfly and you shall terminate upon the occurrence of any of the following:

- 1) You breach any term of this Agreement, in which case Glenfly may terminate this Agreement immediately without prior notice;
- 2) You destroy the Software or uninstall the Software from your computer or other hardware, in which case this Agreement shall terminate;
- 3) You initiate or participate in any legal proceeding against Glenfly, in which case Glenfly may decide to terminate this Agreement;
- 4) If, due to applicable laws, regulations, policies, or related rules, Glenfly is unable to provide the Software to a particular user, this Agreement shall terminate with respect to such user;
- 5) You do not agree to Glenfly's modifications of this Agreement, or you do not agree to continue to comply with the modified Agreement, in which case this Agreement shall terminate.

7.2 Upon termination of this Agreement, you must destroy all copies of the Software and its components, including all reproductions, and destroy all elements of the Software recorded on computer equipment.

7.3 Upon termination of this Agreement, except that the license grant in Section 1 of this Agreement shall terminate, the remaining provisions of this Agreement shall continue in effect.

7.4 Glenfly has the right, after reasonable notice, to audit your compliance with this Agreement in your use of the Software. You shall cooperate and provide reasonably requested information to verify your compliance with this Agreement. If an audit reveals that you are in breach, you shall bear all audit costs incurred by Glenfly as a result.

8 Governing Law and Dispute Resolution

This license is made under and shall be interpreted in accordance with the laws of the People's Republic of China, without regard to any conflict-of-laws principles. Any dispute arising out of or in connection with this Agreement shall first be resolved through friendly consultation; if consultation fails, either party may bring a lawsuit before a people's court of competent jurisdiction at the place where Glenfly is located.

9 Miscellaneous

9.1 Glenfly reserves the right to modify this Agreement at any time in its sole discretion. The latest version of this Agreement will be published on Glenfly's official website. You should regularly review Glenfly's publication channels for information regarding updates. Your installation or retention of the Software and/or any updated or revised version of the Software, or your continued use otherwise, shall be deemed your agreement to all modifications of this Agreement.

9.2 Glenfly may, in its sole discretion, assign, delegate, or otherwise transfer all or part of its rights and/or obligations under this Agreement to a third party without obtaining your further consent. Unless you have obtained Glenfly's prior express written consent, you may not assign, delegate, or transfer any rights or obligations under this Agreement in any form; any such act shall be void and shall have no legal effect on Glenfly.

9.3 You agree to comply with all applicable laws, regulations, and rules relating to export, re-export, import, trade, and economic sanctions, including without limitation the relevant control and sanctions laws and regulations of China, the United States, the European Union, and other countries or regions.

9.4 You agree to keep confidential any non-public information, technical documentation, API specifications, pre-release versions, and other confidential information provided by Glenfly, for a confidentiality period of not less than five (5) years after termination of this Agreement.

Appendix: Definitions

1. Glenfly: means Glenfly Tech Co., Ltd. and its subsidiaries and affiliates.

2. Software: means computer software and related accompanying documentation in which Glenfly or a third-party licensor holds rights, including official versions and pre-release test versions. The Software is protected by copyright law and other laws and regulations and international treaties relating to intellectual property.

3. User (also "You"): means an individual or other single legal entity that downloads, installs, or otherwise uses the Software, including without limitation companies, academic or research institutions, non-profit organizations, government agencies, cloud-service providers, and contractors. If the User is not an individual, its authorized personnel may, within the scope of the User's authorization, exercise the rights and perform the obligations under this Agreement on behalf of the User. Use of the Software by such authorized personnel within the scope of authorization shall be deemed the User's own acts, and the User shall bear corresponding responsibility for such acts.

4. Third-Party Software: The Software may contain, integrate, or reference programs, components, or services developed or provided by third parties (collectively, "Third-Party Software"). With respect to such Third-Party Software, in addition to complying with this Agreement, you shall also comply with the applicable license terms and usage policies published by the relevant rights holders.