

# Software License Agreement

Welcome to use the [SVR for Hikvision](#) (hereinafter referred to as the "software") of XLY Salvationdata Technology INC. (hereinafter referred to as "SalvationDATA"). The following terms and conditions constitute an agreement between you and our company on the license (hereinafter referred to as "this agreement"). Before you register to use this software, please read the following information carefully. Once you choose "Agree" and install this software, it means that you have accepted this agreement. If you do not agree to accept the terms and conditions of this agreement, then you will not have the right to use the software.

Our company reserves the right to modify this agreement at any time without your prior consent. If after modifying the agreement, you do not accept the modified terms, please stop using the software immediately, and your continued use of the software will be deemed to have accepted the modified terms.

This software is protected by copyright law, Chinese and international copyright treaties, and other intellectual property rights development treaties and the copyright belongs to SalvationDATA. We reserve all naming rights, ownership and other intellectual property rights related to this software.

## Article 1 The User's Rights and Obligations

1. The user guarantees not to use this software to engage in all activities that violate relevant national laws and regulations: including but not limited to
  - (1) Use this software to upload, transmit or otherwise distribute any illegal, defamatory, harassing, insulting, fraudulent, obscene or virus-containing, or other illegal or inappropriate contents;
  - (2) Dissemination of content that infringes other parties' intellectual property rights or other ownership, contract or trust rights or obligations;

- (3) Use this software for any fraudulent or improper purpose;
  - (4) Users shall not mislead or deceive others through this software;
  - (5) The software must not be used in behaviors that violate national laws and disrupt national social stability;
  - (6) Users shall not engage in acts that endanger the security of computer networks.
2. Unless authorized by SalvationDATA, any user allow not to copy, translate, modify, disassemble, sell, sublease the software, or use the software for other purposes.
  3. The user shall not destroy the intellectual property rights of this software.
  4. The user warrants that he is responsible for his actions and any consequences.
  5. The user understands that this software may include services provided by third parties, and Our company only provides functional modules for the convenience of users. To use services provided by a third party, users need to reach a separate service agreement with the third party, pay corresponding fees and assume possible risks. Our company does not assume any form of guarantee for the services provided by third parties.

## Article 2 Our company's rights and obligations

1. This software does not contain any malicious code that damages user computer data and obtains user privacy information. If users are required to provide information related to their identity, they will disclose their privacy protection policies and personal information to users in a clear and easy-to-see manner Make use of policies and take necessary measures to protect the security of users' personal information.

2. Our company does not assume any responsibility or obligation for the availability, timeliness, safety or reliability of any service and third-party software of this software.

3. To better improve the software and services, the software may make statistics on the usage of each function of the product according to the needs, and these statistics are generally the number of uses. By analyzing statistical data, product quality can be improved, and product features and services that are more helpful to users can be introduced. Statistics are only performed on the operating behavior of the software, and never involve user data and personal information.

#### Article 4 Intellectual Property

1. Our company owns the software's copyright, trade secrets and other related intellectual property rights. Other rights not mentioned in this agreement are also reserved by SalvationDATA.

2. This software is protected by copyright law, trademark law and other intellectual property laws. Unauthorized copying, imitating, using or publishing the above logos is prohibited, and relevant responsibilities should be assumed.

3. Without the written consent of Our company, the user shall not implement, use, transfer or permit any third party to implement, use, or transfer the above intellectual property rights for any profit or non-profit purpose.

4. Users will not copy, copy, change, modify or create any derivative works of this software.

#### Article 5 Disclaimer

Our company does not assume any responsibility for the following situations:

1. The user violates the terms of this agreement and causes any loss or claim claimed by a third party;

2. The user shall bear the risks arising from the use of this software, including but not limited to direct or indirect damage;
3. Internet services are affected by various environmental factors, and there is a risk of server interruption or failure to meet user requirements due to force majeure, computer viruses, hacker attacks, system instability, and other networks, technology, communication lines and other reasons. Take the above responsibilities.
4. In the process of using the services of this software, there may be acts of impersonation, anonymity, threats, and defamation by others, and the user shall be responsible for this risk.
5. During the user's use of this software, if one party may infringe on the rights of the other party due to fraud or other acts, causing the other party to suffer economic or mental loss or injury, the party at fault shall be liable by the law.
6. To the extent permitted by law, neither party shall be liable to the other party for data loss and/or damage and any indirect and consequential losses, including but not limited to lost profits or other economic losses.
7. Our company does not bear all responsibility for the economic losses suffered by users due to third parties such as communication line failures of the telecommunications department, technical problems, network, computer failures, system instability, and various other force majeure reasons.
8. The software has been tested in detail, but there is no guarantee that the program will have related defects during the running process, and it cannot be guaranteed that the software is completely error-free. If there is a related software error, the user can call the technical support phone to truthfully report the relevant situation, Get technical support. If it cannot be resolved, the user can delete the software.
9. Our company shall not be liable in the event of force majeure.

## Article 6 Legal and Dispute Resolution

1. This agreement applies to the laws of the People's Republic of China. In the event of a lack of clear legal provisions on a particular matter related to this agreement, general international business practices and/or industry practices should be referred to.
2. Due to disputes between the two parties regarding the signing, performance or interpretation of this agreement, both parties shall strive to resolve it through friendly negotiation. If the negotiation fails, either party has the right to submit the dispute to the jurisdiction of the local people's court.

## Article 7 Assignment of Agreement

Unless the prior consent of SalvationDATA is obtained, the user shall not transfer his rights and obligations under this agreement to any third party.

## Article 8 Other

1. This agreement constitutes a complete agreement between the user and the efficiency source on the use of this software and replaces the previous oral and written consensus between the two parties on any matters contained in this agreement.
2. If any clause of this agreement is deemed invalid or unenforceable, the above clauses can be separated, and the rest will still have legal effect.
3. The title of this agreement is only set for the convenience of reading and is not a definition, restriction, interpretation or description of the scope or boundaries of the terms.

4. If the user waives the rights stipulated in this agreement in the event of negligence or breach of contract, it shall not be regarded as a waiver of the user's other or similar negligence or breach of contract.

5. SalvationDATA has the right to interpret and modify this agreement to the maximum extent permitted by law.

XLY Salvationdata Technology INC.