Declaration and Disclaimer

The programs, including but not limited to software and/or firmware (hereinafter referred to "Programs" or "PROGRAMS"), are owned by eGalax_eMPIA Technology Inc. (hereinafter referred to "EETI") and are compiled from EETI Source code. EETI hereby grants to licensee a personal, non-exclusive, non-transferable license to copy and use of Programs for the sole purpose in conjunction with EETI's products, including but not limited to integrated circuit and/or controller (hereinafter referred to "Product").
Any rights, including but not limited to reproduction, copies, modification, translation, compilation, application, representation or create derivative works (including dynamic link and static link) of the Programs, except as specified hereunder are prohibited without the express written permission by EETI.

Notwithstanding the provisions in paragraph 1 above, Licensee may,
1) make derivative works based on the Programs, or modifications to produce it from the Programs for the sole purpose in conjunction with the Product, provided that licensee shall make this **Declaration and Disclaimer** apply to the whole derivative works and license the whole derivative works under all terms hereunder to any third party who is in possession of a copy;
2) in the event of transferring the Product to a third party, transfer the license to use the Programs to the third party, provided that prior to such permitted transfer, the licensee shall make the third party agree with this **Declaration and Disclaimer** applies to all the terms hereunder.

Disclaimer: EETI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO PROGRAMS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EETI reserves the right to make changes without further notice to the Programs described herein. Licensee agrees that EETI does not assume any liability, damages or costs, including but not limited to attorney fees, arising out from Programs themselves or those arising out from the application or combination Programs into other products or circuit. The use or the inclusion of EETI's Programs implies that the Licensee assumes all risk of such use and in doing so indemnifies EETI against all charges, including but not limited to any claims to infringement of any third party's intellectual property right.

In the event of any conflicts between this **Declaration and Disclaimer** and any agreements, commitments, or terms with respect to license to the Programs, the terms hereof will prevail.