

User authorization agreement

This Agreement is a contract between ThunderSoft Software Co.,Ltd. (hereinafter referred to as "ThunderSoft") and you, with respect to your use of the product (see the definition below). **In order to use the product, you should fully read and understand this Agreement, in which restrictions, exemption clauses, or other provisions involving your major rights and interests (such as penalty for breach of contract, dispute jurisdiction, etc.) may prompt you to focus in bold, underlined, etc.**

Please do not use the product unless you have fully read, understood, and agreed to accept and comply with this Agreement. If you confirm or accept this Agreement, either explicitly or implicitly, or if you use the product in any way, you shall be deemed to have read and agreed to be bound by this Agreement, and this Agreement shall have legal effect between you and ThunderSoft. You are aware and understand that this Agreement may not fully list and cover all the rights and obligations of you and ThunderSoft, nor does it guarantee that it fully meets the needs of future development. Therefore, you agree that this Agreement may be updated at any time by ThunderSoft TC, and the updated terms of this Agreement shall replace the original terms of this Agreement once published. If you do not accept the revised terms, please immediately stop using the products provided by The company, and the continued use of the products will be regarded as your acceptance of the revised Agreement.

Please read the following terms carefully: If you use the Products on behalf of a Company or another organization, you hereby represent and warrant that you have the right to accept all the terms and conditions of this Agreement on behalf of the Company or such other organization.

You are aware and agree that:

(A) you have read all the terms and conditions of this Agreement;

(B) you understand all the terms and conditions of this Agreement;

(C) you agree that all the terms and conditions of this Agreement shall be legally binding on

you.

Your use of the Product means that you have known and agreed to the full content of this Agreement and promise to comply with it. If you do not agree to any content of this Agreement, please stop using any part of the Product.

1. product

Products refer to the products provided by ThunderSoft under this Agreement, including but not limited to: FOTA Service (including FOTA SDK, SaaS services, and others), specific products subject to actual provision. For more details, please refer to: <https://iotcloud.thundersoft.com/web/en/> and its web pages.

2. All agreement

When using the products, you should abide by the user authorization agreement and also comply with the user agreement (if any) and privacy policy (if any) provided or referenced by ThunderSoft on its official website <https://www.thundersoft.com> or through client display or web links.

3. account number

You should have the necessary and appropriate rights and behavioral capabilities according to the law and complete the registration process and obtain an account as required by ThunderSoft. When you provide the required information, read and agree to this Agreement, complete all registration procedures, and pay the relevant fees (if any), you can use the account provided by ThunderSoft and become a user of ThunderSoft.

However, please pay special attention that ThunderSoft only authorizes you to use the account. For individual users, the account is authorized for your personal use only, and for enterprise users, the account is authorized for the specified number of employees as agreed between you and ThunderSoft. The company retains ownership of the account as well as the service data and records related to the registration and use of the account. This includes, but is not limited to, all registration, login, service logs, customer service records, and related usage data.

To protect your rights and interests when using this product, you agree to make the following

commitments and guarantees:

(1) **Information Accuracy and Authorization:** You guarantee that the information you provide is true, accurate, complete, and timely. You understand that ThunderSoft may need to contact you based on the information you provide. Failure to provide true, timely, complete, or accurate information may result in restrictions on your use of ThunderSoft's related products. **You may be unable to use the account (failed registration, frozen, canceled, or suspended services) or may face limitations and losses in using certain functions. You authorize ThunderSoft to verify the information or materials submitted by you, either directly or through a third party. If the provided information is found to be incorrect or untrue, ThunderSoft reserves the right to refuse or terminate services for you at any time.** To ensure the safety of your account and improve service usability, ThunderSoft may require you to complete real-name authentication in accordance with relevant laws and regulations.

(2) **Exclusivity of Account Use and Registration:** **This Agreement applies to all your accounts. Your account serves as your identification for accessing the products. It is your responsibility to maintain the confidentiality and security of your username, password, and other account information. You should take necessary and effective measures, such as setting strong passwords and regularly changing them, to protect your account. You will be solely responsible for all actions performed under your account. Any operations conducted under your account, including data modifications, speech publications, payments, and others, will be considered as your own actions, and you will bear all legal consequences. Your registered account in ThunderSoft is for your personal use only and cannot be transferred, gifted, or inherited.**

(3) **Account Modification Restrictions:** Generally, you can browse and modify your submitted information at any time. However, for security and identification reasons, you may not be able to modify the initial registration information and other verification information provided during registration. Please pay attention to the relevant prompts regarding registration information. If your information changes, you should promptly notify ThunderSoft in writing. **ThunderSoft will not be responsible for any losses caused by your failure to timely update incomplete information.**

(4) **Account Confidentiality:** You have the right to choose a legal combination of characters as

your account name ("account name") and set your password, which will serve as your account credentials upon successful registration. You will be fully responsible for all operations and remarks made using your account number and password. By using your username and password, you authorize ThunderSoft to identify and accept your instructions. It is essential that you keep your username and password confidential and not disclose them to others under any circumstances. You will be solely responsible for any losses incurred due to password leakage. After using the products and services, make sure to log out properly. ThunderSoft will not be liable for any losses or consequences resulting from your voluntary disclosure, attacks, or fraud. **In case of false usage, embezzlement of your account number and password, or any unauthorized circumstances, you should immediately notify ThunderSoft through an effective means and request the suspension of relevant services. Please note that ThunderSoft may take a reasonable time to process your request, and until then, ThunderSoft will not be held responsible for any executed instructions or losses incurred by you.**

(5) **Compliance with Laws and Disputes:** You must comply with relevant laws and regulations when using the products. **ThunderSoft shall not be held legally responsible for any disputes that arise between you and other companies or individuals related to the use of the account products.**

4. cost

(1) **Payment for Paid Services:** If you choose to use the paid services of ThunderSoft, it means that you agree to pay all the associated fees.

(2) **Payment Process:** After you submit an application to use the paid products, ThunderSoft will provide you with the approved third-party online service organization's payment method and request you to make the relevant payment. Upon successful payment, it signifies that you have obtained the right to use the paid service and have completed the transaction. Unless the service cannot be provided due to unforeseen reasons, the fees paid for the service will not be refunded.

(3) **Adjustments to Charges:** **ThunderSoft reserves the right to adjust the charging mode and specific amounts related to the charging services. If any adjustments are made to the charging mode or amount, you will be notified via email at least 30 days in advance.**

(4) **Failure to Pay:** **If you fail to make payment on time, ThunderSoft reserves the right to**

immediately cease providing the products. You understand and agree that ThunderSoft will not be held liable for any claims, expenses, or liabilities arising from or related to your failure to pay on time.

5. Use authorization

For the FOTA SDK, SaaS services, and other services included in the product:

(1)ThunderSoft grants you a limited, non-exclusive, non-transferable, non-renewable, and revocable authorization to:

- A. Use, Copy, and Integrate FOTA SDK: You are authorized to use, copy, and integrate the FOTA SDK into your own product.
- B. Promote, Market, and Distribute FOTA SDK: You are authorized to promote, market, relicense, and distribute the FOTA SDK, in the form of target code, directly or through distributors. However, this authorization is limited to the components of your own products or for managing your own products registered in the server.
- C. Use and Copy Documentation: You are authorized to use and copy the necessary documentation, to the extent required to perform the actions permitted under subsections (a) and (b).

Restrictions on Third-Party Licensing and Distribution: Except for the rights granted in this Agreement, you are prohibited from sublicensing, disclosing, copying, distributing, or selling the FOTA SDK to any third party.

(2)During the subscription period, you are granted a non-exclusive, non-transferable authorization to access and use the SaaS service. This authorization is limited to the purpose of operating your own product and shall not exceed the number of registered products stated in the confirmed order from ThunderSoft.

(3)Apart from the limited authorized use as specified in this Agreement, you do not have any other rights or interests in the products. You are strictly prohibited from using the products beyond the scope of authorized use, and from engaging in any infringement or unauthorized use of the products. If you obtain the product through other authorized sources, you are still bound by the terms and conditions of this Agreement.

6. limited discretion

You are granted only the limited right to use the products as agreed upon in this Agreement.

It is strictly prohibited to use the products beyond the authorized scope and limit, and to engage in any infringement or unauthorized use of the products. This includes, but is not limited to, the following acts:

(A) Modifying, translating, or creating derivative works of the product.

(B) Reverse compiling, reverse engineering, cracking any part of the product, or attempting to discover the source code, basic idea, or operation of the product.

(C) Selling, distributing, re-authorizing, leasing, lending, pledging, providing, or separately translating all or part of the products.

(D) Manufacturing or obtaining illegally manufactured copies, reprints, or copies of the products.

E. Deleting or altering any trademark, logo, copyright, or other proprietary mark associated with the product.

(F) Providing SaaS services to anyone other than yourself, or using or accessing SaaS services to provide services, time-sharing, or other computer hosting services to third parties.

(G) Accessing SaaS services or using the documentation to build products similar to or competing with ThunderSoft's products.

(H) Causing or enabling any other party to engage in any of the aforementioned prohibited activities.

Please note that any violation of these prohibitions may result in legal consequences.

7. Ownership and intellectual property rights

ThunderSoft retains all ownership and intellectual property rights associated with the products, which include, but are not limited to, the following rights and interests:

(A) Ownership, product copyright, and other intellectual property rights of the product. This encompasses the FOTA SDK, SaaS services, documents, and any updated, revised versions, or derivative works of any deliverables.

(B) All concepts, inventions, discoveries, improvements, information, creative works, etc., that ThunderSoft discovers, produces, or develops during the process of providing services under this Agreement or as a result of the services provided.

C. Modifications, improvements, upgrades, derivative works, and feedback related to the product that arise during your use of the product.

(D) Any other intellectual property rights contained within the aforementioned.

In this Agreement, "Intellectual Property Rights" refer to patents, copyrights, trademarks, trade secrets, and any other form of rights recognized and protected upon application and registration in any jurisdiction. Unless expressly authorized under this Agreement, ThunderSoft reserves all rights not explicitly granted.

Please note that ThunderSoft holds the exclusive rights to the intellectual property associated with the products.

8. Confidential

Confidential information refers to all non-public information disclosed to you by ThunderSoft, either before or after the effective date of this Agreement, in relation to their business or as a result of this Agreement. This information can be in oral, written, or any other tangible or intangible form, and includes, but is not limited to, business plans, products, inventions, design drawings, financial plans, computer programs, strategies, and similar information. It also includes your information that is disclosed to ThunderSoft.

You are obligated to maintain the confidentiality of ThunderSoft's confidential information. You must implement measures to ensure its confidentiality, taking precautions no less stringent than those applied to your own confidential information. Without prior written consent from ThunderSoft, you shall not use the confidential information for purposes other than those stated in this Agreement. Furthermore, you are prohibited from disclosing or providing ThunderSoft's confidential information to any third party.

Please note that the obligation to keep confidential information applies both during and after the term of this Agreement.

9. **disclaimer**

(1) When using the products, you are required to comply with relevant laws, regulations, and agreed upon rules. You must have the necessary legal qualifications and capabilities as required by the applicable laws and regulations. The products should only be used for lawful

purposes, and you are prohibited from using them to engage in any illegal activities. You are solely responsible for your use of the products, and ThunderSoft will not be held liable for any of your actions. The following actions are strictly prohibited, and you must not facilitate or participate in any violations of laws and regulations:

(A) Acting against the fundamental principles stipulated in the Constitution.

(B) Endangering national security, disclosing state secrets, subverting state power, or undermining national unity.

(C) Harming the honor and interests of the state.

(D) Inciting ethnic hatred or discrimination, or undermining ethnic unity.

(E) Violating national religious policies or promoting cults and feudal superstitions.

(F) Spreading rumors, disrupting social order, or undermining social stability.

(G) Spreading obscenity, pornography, gambling, violence, murder, terrorism, or abetting crimes.

(H) Insulting or defaming others, or infringing upon the legitimate rights and interests of others.

(I) Containing any other content prohibited by laws and administrative regulations.

(2) You understand and acknowledge that the product is provided to you on an "as-is" basis without any representation, warranty, commitment, or condition. ThunderSoft and its suppliers do not guarantee that the products will be free from any faults, errors, or vulnerabilities. Furthermore, ThunderSoft and its suppliers do not guarantee that the products will meet your specific purposes or needs. You acknowledge that there are no representations or warranties concerning the product. Additionally, due to the ever-evolving nature of intrusion and cyber attacks, ThunderSoft does not guarantee that the system or network used by the product will be protected against any intrusion or attack.

(3) You understand and acknowledge that ThunderSoft is not responsible for the deletion or storage failure of your relevant data in the product. It is your responsibility to back up your data according to your own needs.

(4) You understand and acknowledge that during the use of the product, there may be risk factors, including but not limited to force majeure events, that could cause product interruption, delay, unavailability, or other failures or anomalies. Force majeure refers to

objective events that are unforeseeable, insurmountable, and unavoidable and have a significant impact on the performance of this Agreement by either party or both parties. Such events include, but are not limited to, natural disasters like floods, earthquakes, epidemics (such as COVID-19), and storms, as well as social events such as war, unrest, and government actions. In the event of such situations, ThunderSoft will make reasonable efforts to minimize the impact of force majeure on the product and restore its functionality as soon as possible after the event ceases. However, ThunderSoft and its partners will be exempt from liability to the extent permitted by law for any losses incurred by you or any third party due to force majeure events.

(5) You understand and acknowledge that the products, like most Internet services, may be affected by various factors such as your own reasons, network service quality, and social environment. They may also be subject to security issues, such as unauthorized use of your data leading to real-life harassment, or the presence of Trojan viruses in other software or websites that can compromise the security of your computer information and data, thereby affecting the normal use of the products. It is important to strengthen your awareness of information security and user data protection. Pay attention to password protection to prevent loss and harassment.

(6) You understand and acknowledge that the product may experience service interruptions or fail to meet your requirements due to events beyond ThunderSoft's control, such as force majeure, computer viruses, hacker attacks, system instability, your location, your device shutdown, or any other technological, internet network, or communication line issues. ThunderSoft will not be held responsible for any losses incurred by you or any third party due to these reasons.

(7) You understand and acknowledge that ThunderSoft may need to perform regular or irregular repairs, maintenance, or upgrades on the products or related equipment. If the products are temporarily interrupted within a reasonable timeframe due to such maintenance activities, ThunderSoft will not be held liable for any resulting inconvenience.

(8) You understand and acknowledge that due to the open nature of the Internet, ThunderSoft cannot exercise full control over the actions of third parties unrelated to ThunderSoft (including but not limited to payment services, network access services, or any

other third-party services). ThunderSoft will not be held responsible for any losses you may incur due to the actions of such third parties.

(9) You understand and acknowledge that ThunderSoft does not guarantee that the products provided will meet your specific requirements, nor does it guarantee uninterrupted or continuous availability of the products or services. You agree to assume the associated risks, and ThunderSoft will not be held liable to you for any such issues.

(10) You understand and acknowledge that ThunderSoft will not be held responsible for any disclosure of account data caused by your own data processing or negligence. It is your responsibility to handle your data securely and avoid any actions that may compromise its confidentiality.

10. Damages and Limitation of Liability

(1) In the event of a violation of this Agreement by you, you shall be liable to compensate ThunderSoft for all losses incurred, including but not limited to attorney's fees, legal costs, travel expenses, evidence collection fees, and loss of goodwill. ThunderSoft also reserves the right to terminate your authorization to use the products.

(2) In any circumstances:

(A) ThunderSoft shall not be liable to you or any third party for any loss of profits, loss of data, loss of use, loss of revenue, loss of goodwill, business interruption resulting from this Agreement or the use of the products (including your inability to use the products), or any other commercial damages or losses. Additionally, ThunderSoft shall not be liable for any indirect, consequential, special, incidental, exemplary, punitive, or accompanying damages.

(B) In no event shall ThunderSoft's total liability (whether arising from one or multiple claims) under this Agreement exceed the total amount (if any) paid by you to ThunderSoft within the 12 months prior to the occurrence of the liability event.

11. Diagnostic and Reporting

You understand and agree that the product includes a default diagnostic feature. This diagnostic function is designed to collect configuration files, nodes, log documents, and other information related to your usage environment and product usage. This information is then reported to

ThunderSoft in order to identify potential support issues in advance, understand your usage environment, and enhance the performance of the product. While you have the option to modify the diagnostic function to disable automatic scheduled reporting or limit it to reporting service records only, you must agree to run the diagnostic function at least once every quarter and report the results to ThunderSoft.

12. Third-party resources

The products provided by ThunderSoft may contain hyperlinks to other websites, content, or resources (referred to as "third-party resources"). The proper use of these products may rely on the availability of such third-party resources. ThunderSoft has no control over these third-party resources. You acknowledge and agree that ThunderSoft is not responsible for the availability of third-party resources and does not guarantee the authenticity, accuracy, or reliability of any advertisements, products, or other materials found on or obtained through these third-party resources. You further acknowledge and agree that ThunderSoft shall not be held liable for any losses or damages arising from the availability of third-party resources or your reliance on the integrity, accuracy, or availability of any advertisements, products, or other materials obtained from such third-party resources.

13. Customer data

(1) You guarantee that any data collected, obtained, or generated by you using the product, stored, or distributed, will not infringe upon the legal rights of any individual or entity in any way.

(2) You guarantee that you have the right to use the product to store, upload, analyze, and distribute the aforementioned data, and that these processing activities comply with relevant laws and regulations. You further guarantee that you are not in violation of any contracts with third parties regarding the use of the product, and that you will not use the data for any illegal purposes.

(3) You have the right to use the product to upload, analyze, delete, and modify the data. However, you should exercise caution when performing data deletion and modification operations, as you will be responsible for any consequences resulting from such actions.

(4) Unless required by the product or by laws and regulations, ThunderSoft will not access or utilize your data without your consent.

(5) It is your responsibility to back up your data according to your own needs.

(6) You shall bear all the consequences and liabilities arising from any violations of laws and regulations related to the generation, collection, processing, use, and other related matters of your data. ThunderSoft reserves the right to terminate your access to the product, either in part or in full, at any time. Any losses, liabilities, expenses, and responsibilities incurred as a result of such violations shall be borne solely by you.

14. Export controls and sanctions

The parties involved agree to comply with all relevant economic and trade sanctions as well as export control laws and regulations. This includes complying with sanctions resolutions, laws, and regulations enacted and enforced by the United Nations Security Council, China, the United States, and any other applicable country. Both parties promise not to use the products provided by ThunderSoft for any purposes that are prohibited by the applicable export control laws.

You agree that without the permission of the relevant authorities, you will not use the products provided by ThunderSoft to provide controlled technology, software, or services to individuals or entities who are subject to sanctions or designated under applicable export control laws. Furthermore, you will not engage in any activities that would violate the applicable export control laws in any way.

15. Change and suspension and termination of product use

Given the unique nature of the product, you acknowledge and agree that ThunderSoft has the right to make changes to the product, or to suspend or terminate the use of some or all of the products (including charging functions) at any time. In the event of such changes, suspensions, or terminations, ThunderSoft will provide advance notice to you. The rights and benefits of users who have already purchased the products prior to the changes will not be diminished.

If ThunderSoft terminates a separately purchased function that was paid for by users, alternative products will be provided or the corresponding fees will be refunded based on the remaining usage period. **ThunderSoft will not be held liable for compensation, indemnification, or other**

liabilities for changes, suspensions, or terminations of non-paid products.

16. Law application and jurisdiction

(1) This Agreement is signed in Haidian District, Beijing

(2) This Agreement shall be governed by and interpreted in accordance with the laws of the People's Republic of China (excluding Hong Kong, Macao, and Taiwan). In the event of any dispute arising from this Agreement, either party shall submit the dispute to the appropriate people's court with jurisdiction at the location of ThunderSoft for resolution. The unaffected parts of this Agreement shall continue to be enforced by both parties.

17. Other

(1) Any notice that needs to be sent to ThunderSoft, if published on the website or sent to the designated contact email, will be considered as effectively and legally delivered.

(2) The failure or delay in exercising any rights or remedies by ThunderSoft, either in part or in full, shall not be considered as a waiver of such rights or remedies. It shall also not affect any other rights or remedies available. All claims and remedies under this Agreement may be cumulative and shall not exclude any other rights or remedies stated in this Agreement or provided by law. Any exemption or delay in exercising any right in the case of a breach of this Agreement shall not constitute a waiver of liabilities for subsequent breaches.

(3) ThunderSoft reserves the right to interpret and clarify matters and activities related to ThunderSoft products. If you have any questions or require assistance regarding this Agreement, please contact ThunderSoft at the following email address: [biz@thundersoft.com]. ThunderSoft will review your inquiries promptly and provide a reply within 15 working days after verifying your identity.