

**HTC CORPORATION  
VIVE SYNC  
TERMS OF USE**

Last updated: June 1, 2021

**IF YOU ARE A VIVE BUSINESS USER, YOUR USE OF THE APPLICATION (AND ASSOCIATED SERVICES) IS GOVERNED BY THE XR SUITE SERVICE AGREEMENT BETWEEN YOUR COMPANY AND HTC, EVEN IF YOU ARE BUYING THE APPLICATION STAND-ALONE (I.E., NOT AS PART OF THE XR SUITE BUNDLE).**

**IF YOU ARE A BETA AND/OR TRIAL USER OF THE APPLICATION (AND ASSOCIATED SERVICES), PLEASE REVIEW SECTION 3 OF THIS AGREEMENT TO UNDERSTAND THE LIMITED RIGHTS UNDER WHICH YOU MAY USE THE APPLICATION.**

PLEASE READ THIS AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE REVIEW SECTION 14. BY DOWNLOADING, INSTALLING, OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE (A) DO NOT INSTALL OR USE THE APPLICATION; AND (B) DELETE OR DISABLE ANY DOWNLOADED COPY OF THE APPLICATION IN YOUR POSSESSION OR CONTROL.

These Terms of Use (“**Agreement**”) is a legal agreement between HTC Corporation and/or one or more of its affiliates (collectively, “**HTC**”) and You (an individual or entity) that governs Your access and use of the Application. This Agreement is effective on the date You click to accept or when You begin use of the Application, whichever event occurs first. You represent that You are lawfully able and have full legal authority to enter into this Agreement (e.g. are competent and of legal age and have full legal authority to bind the entity or company You represent). Your continued access to or use of the Application following the posting of revised terms means that You accept and agree to any revised terms.

**1. APPLICATION; ADDITIONAL TERMS.**

- a) The term “**Application**” means the VIVE Sync application, including all associated media, printed or electronic documentation, content, and functionality, all updates and support (if any), and the Services described in Section 2(ii). The Application is a VR meeting application and service available for download on one or more HTC platforms (as well as third party platforms selected by HTC from time to time). When you participate in a VR meeting, the Application collects and stores certain personal information from your Viveport Account (e.g., name, email address, and Infinity ID), as well as the optional Application avatar linked with your Viveport profile (if any). The Application may infer your city-level location based on your IP address. The Application offers the ability to upload meeting files and media (such as screenshots) to the cloud storage provider you link to your profile (e.g., Microsoft OneDrive). To enable proper functioning of VR meetings, the Application temporarily stores meeting files and media until the expiration of the applicable meeting session. All data collection and use will be in accordance with the HTC Privacy Policy.
- b) Any additional terms provided to You in using the Application (“**Additional Terms**”), which may be amended from time to time, also govern your access and use of the Application. If there is a conflict between the terms in this Agreement and the

Additional Terms, the terms in the Additional Terms will govern.

2. **LICENSE GRANT.** During the term of this Agreement and conditioned upon Your full compliance with all the terms and conditions of this Agreement, HTC grants to You: (i) a limited, personal, non-sublicensable, non-transferable, non-exclusive, license to install and use Application only in object code form on Your compatible computer that meets Application system requirements only for the Permitted Uses; and (ii) access to and rights to use the services made available by HTC via the Application (“**Services**”). “**Permitted Uses**” means use of the Application for its intended purpose in accordance with the terms herein for Your own personal, non-commercial use (except if you are Trial user, in which case you may use the Application during a Trial for commercial purposes).
3. **BETA AND TRIAL USE.** Subject to this Agreement and to the terms (if any) presented to You for beta and/or trial use, You may access and use the Application and related services on a trial basis (“**Trial**”). Your use of the Trial will be for the period stated when you accept the Trial, or if no time is stated, for thirty (30) days from the date access is granted. TRIALS ARE PROVIDED BY HTC “AS-IS” WITH NO WARRANTIES OR INDEMNIFICATIONS. ANY DATA YOU ENTER OR THAT IS COLLECTED DURING TRIAL USE WILL NOT BE STORED OR AVAILABLE AFTER THE TRIAL ENDS.
4. **LICENSE LIMITATIONS.** The license granted in Section 2 is conditioned upon Your compliance with the following limitations. You are not permitted to:
  - a) work around any technical limitations in the Application or to use the Application in an attempt to, or in conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in the Application;
  - b) reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Application, except and only to the extent that applicable law expressly permits, despite this limitation;
  - c) modify or make any derivative works of the Application, in whole or in part;
  - d) remove any proprietary notices or labels on the Application or any copy thereof;
  - e) use the Application to infringe the rights of HTC, its affiliates, or any third party or in any way that does not comply with all applicable laws;
  - f) publish, rent, lease, lend, or sublicense the Application;
  - g) distribute, transfer, disclose or otherwise provide the Application to any third party;
  - h) use the Application in connection with a commercial purpose; or
  - i) make any use of the Application in any manner not permitted by this Agreement.
5. **RESERVATION OF RIGHTS AND OWNERSHIP.** HTC, its affiliates and its licensors and suppliers own the title, copyright, and other intellectual property rights in the Application (and all rights embodied therein) and reserve all rights not expressly granted to You in this Agreement. The Application is protected by copyright and other intellectual property laws and treaties. The Application may contain third-party software that is subject to open source or third-party license terms (“**Third-Party Terms**”). Your use of the Application is subject to any Third-Party Terms included with the Application. In the event of a conflict between this Agreement and any Third-Party Terms, this Agreement will govern. HTC, the HTC logo and other HTC product

and service names referenced in the Application are the trademarks of HTC Corporation and its affiliates. Any other company names, product names, service names and logos referenced in connection with the Application may be the trademarks of their respective owners. Any open source software is provided to You on an “AS IS” basis to the maximum extent permitted by applicable law.

- 6. THIRD-PARTY RELATIONSHIPS.** The Application may contain links to, or advertisements for, third-party websites, resources, content, products or services (“**Third-Party Services**”). You acknowledge and agree that such third-party websites, resources, content, products or services are not under HTC’s control and that HTC is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to or advertisements for any Third-Party Services do not imply any endorsement by HTC of such Third-Party Services, nor any association of HTC with any such third parties. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites, resources, content, products or services. Your relationship with respect to Third-Party Services is with the third party, and not with HTC. It is Your responsibility to review the privacy policies, terms of use and other terms and conditions that apply to any Third-Party Services. Any claims You might have with respect to Third-Party Services are against such third party and not against HTC.
- 7. SUPPORT AND UPDATES.** HTC has no obligation to and may not provide support for the Application. You agree that HTC may automatically check Your version of the Application and may automatically send Your computer updates to the Application.
- 8. TERMINATION.** This Agreement will automatically terminate upon Your breach of any of the terms and conditions of this Agreement. If terminated, You must immediately destroy or disable all copies of the Application, and the following Sections of this Agreement will survive: Sections 5, 6 and 9 through 19.
- 9. DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED “AS IS,” “WITH ALL FAULTS” AND “AS AVAILABLE” AND THE ENTIRE RISK OF USE AND PERFORMANCE, REMAINS WITH YOU. HTC AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, HTC, ITS SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT THE APPLICATION: (A) WILL MEET YOUR REQUIREMENTS OR WILL WORK WITH ANY THIRD-PARTY APPLICATION, APPLICATIONS OR THIRD-PARTY SERVICES; (B) WILL BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (C) OR ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (D) OR THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED. ALL CONTENT AND OTHER MATERIAL YOU DOWNLOAD OR OBTAIN THROUGH THE APPLICATION IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS THEREFROM. INSTALLATION OF THE APPLICATION MAY AFFECT THIRD-PARTY APPLICATION, APPLICATIONS, DEVICES OR SERVICES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE. IN PARTICULAR, TO THE EXTENT LOCAL LEGISLATION IMPLIES STATUTORY TERMS WHICH CANNOT BE EXCLUDED, THOSE TERMS ARE DEEMED INCORPORATED INTO THIS AGREEMENT BUT HTC’S LIABILITY FOR A BREACH OF THOSE STATUTORY IMPLIED TERMS IS LIMITED IN ACCORDANCE WITH AND TO THE EXTENT

PERMISSIBLE UNDER THAT LEGISLATION.

- 10. DISCLAIMER OF CERTAIN DAMAGES.** IN NO EVENT WILL HTC OR ANY SUPPLIER OR LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL; SPECIAL; INCIDENTAL; INDIRECT; PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE APPLICATION, EVEN IF HTC OR ANY SUPPLIER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 10 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 10 MAY NOT APPLY TO YOU.

- 11. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THEY ARE NOT EXCLUDED OR DISCLAIMED UNDER SECTION 10, HTC'S AND ITS SUPPLIERS' AND LICENSORS' MAXIMUM, AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE APPLICATION WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE APPLICATION UP TO FIVE DOLLARS (U.S. \$5.00).

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT, THE APPLICATION, CONTENT, OR THE PROVISION OR FAILURE TO PROVIDE SUPPORT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. EXCEPT FOR THE EXCLUSIVE REMEDY IN THE FOLLOWING SENTENCE, THESE ACTUAL MONEY DAMAGES WILL BE YOUR SOLE AND EXCLUSIVE REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS, OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN THIS SECTION 11 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT UNDER APPLICABLE LAW BE EXCLUDED IN THOSE JURISDICTIONS. IF YOU LIVE, OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY STATUTORY ENTITLEMENT AVAILABLE TO YOU WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF LIMITATION IS NOT PERMITTED, THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 11 MAY NOT APPLY TO YOU.

- 12. INDEMNIFICATION.** You will defend, indemnify, and hold HTC, its directors, officers,

employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any third party claim or demand, including reasonable attorneys' fees, relating to or arising from (a) Your unauthorized use of the Application; (b) any violation by You of this Agreement; or (c) Your violation of any another party's rights or applicable law.

**13. RESTRICTED USE.** The Application was designed for systems that do not require fail-safe performance. You may not use the Application in any device or system in which a malfunction of the Application would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

**14. GOVERNING LAW AND JURISDICTION FOR RESOLVING DISPUTES.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

a) **North and South America.** If You obtained the Application in North or South America, You are contracting with HTC America, Inc. and the following terms in this Section 14(a) shall apply:

AGREEMENT TO ARBITRATE DISPUTES

**IF YOU OBTAINED THE APPLICATION IN NORTH OR SOUTH AMERICA PLEASE READ THIS SECTION 14(A) CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH HTC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HTC.**

**Binding Arbitration.** If You obtained the Application in North or South America, then, except for disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree (a) to waive Your and HTC's respective rights to have any and all disputes or claims arising from or related to this Agreement or the use or performance of the Application (collectively, "**Disputes**") resolved in a court, and (b) to waive Your and HTC's respective rights to a jury trial. Instead, You and HTC agree to arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

**No Class Arbitrations, Class Actions or Representative Actions.** You and HTC agree that any Dispute arising out of or related to this Agreement, is personal to You and HTC and that such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action, or any other type of representative proceeding. You and HTC agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, You and HTC agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

**Notice; Informal Dispute Resolution.** You and HTC agree that each party will notify the other party in writing of any arbitrable or small claims Dispute not less than thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to HTC shall be sent to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. Your notice must include (a) Your name, postal address, telephone number, the email address You use or used for Your HTC account or, if different or if You have no HTC account, an email address at which You can

be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that You are seeking. Our notice to You will be sent electronically to the email address You use or used for Your HTC account, where available, and will include (a) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that we are seeking. If You and HTC cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either You or HTC may, as appropriate and in accordance with this Agreement, commence an arbitration proceeding or, to the extent specifically provided for above, file a claim in small claims court.

**Process.** Except for Disputes in which either party seeks to bring an individual action in small claims court, You and HTC agree that any Dispute must be commenced or filed by You or HTC within one (1) year of the date the Dispute arose, otherwise the underlying claim is permanently barred (which means that You and HTC will no longer have the right to assert such claim regarding the Dispute). You and HTC agree that the arbitration shall be according to the American Arbitration Association Commercial Arbitration Rules applicable to consumer disputes (the “**AAA Rules**”), except insofar as those rules would be inconsistent with any part of this Agreement, including without limitation the agreement to arbitrate. For claims of \$5,000 or less, You may decide whether You would prefer to have the arbitration decided based only on documents submitted to the arbitrator, or by a hearing in person or by phone. The arbitration shall be held in King County, Washington and the state and federal courts located in King County, Washington have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the U.S. county of Your residence if the Dispute meets the requirements to be heard in small claims court.

**Authority of Arbitrator.** As limited by the Federal Arbitration Act, this Agreement and the applicable AAA rules, the arbitrator will have the authority to grant any remedy that would otherwise be available in court, provided that the arbitrator’s award may not exceed, in form or amount, the relief that a United States District Court could order under the Agreement; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. Notwithstanding the AAA Rules, any decisions concerning arbitrability of a particular dispute, including but not limited to whether a class arbitration is permitted by this Agreement, shall be resolved by a proper court in King County, Washington, rather than an arbitrator. Any dispute concerning the enforceability of this agreement to arbitrate, or any part thereof, shall also be resolved by a proper court in King County, Washington, rather than an arbitrator.

**Rules of AAA.** The rules of AAA and additional information about AAA are available on the AAA website (<https://www.adr.org/Rules>). By not opting out of this agreement to arbitrate as specified below, You either (a) acknowledge and agree that You have read and understand the AAA Rules, or (b) waive Your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

**Applicability of Agreement to Arbitrate.** IF THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IS DEEMED TO BE UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

**RIGHT TO OPT OUT: This agreement to arbitrate disputes will apply unless You notify**

HTC in writing postmarked no later than 30 calendar days of first obtaining the Application that You reject the agreement to arbitrate. You must include in Your notice of opt-out (a) Your name and address; (b) the date on which You first obtained the Application. You must send Your written notice to HTC Arbitration Program Administrator, 308 Occidental Avenue, Suite 300, Seattle, WA 98104. No other form of notice will be effective to opt out of this agreement to arbitrate. If You opt out of the agreement to arbitrate, the other terms in the Agreement will still apply to You.

#### GENERAL PROVISIONS

1. Waiver of Jury Trial: IF A DISPUTE BETWEEN YOU AND HTC PROCEEDS IN COURT RATHER THAN OR IN ADDITION TO IN ARBITRATION, YOU AND HTC UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTER CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
2. Governing Law: The Federal Arbitration Act (the "FAA") applies to the agreement to arbitrate. Except as preempted by FAA, the law of the State of Washington, without reference to its choice of laws principles, shall govern this Agreement. Notwithstanding the foregoing, the laws of Your state of residence in the U.S.A., (or if You live outside of the U.S.A. but within North or South America, the law of the country where You live), will apply to any tort claims and/or any claims under any consumer protection statutes.
  3. Severability: Except as specifically provided above, if any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Agreement.
- b) **Europe, Middle East, and Africa**. If You obtained the Application in Europe, the Middle East or Africa, You are contracting with HTC Europe Co., Ltd. and the laws of England and Wales governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live. You irrevocably agree to the exclusive jurisdiction and venue of the courts in London, England and Wales for any disputes arising out of or in connection with this Agreement. If applicable law prevents jurisdiction and venue in London England, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live.
- c) **Australia, New Zealand, and Asia (except for the Middle East)**. If You obtained the Application in Australia, New Zealand, or Asia (except for the Middle East), You are contracting with HTC Corporation and the laws of Taiwan govern the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims under consumer protection laws, unfair competition laws, and in tort will be governed by the laws of the country where You live. You irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this Agreement. If applicable law prevents the designation of the Taipei District Court as the court of first instance, then to the maximum extent permitted by applicable law You irrevocably agree that for any disputes arising out of or relating to this Agreement

exclusive jurisdiction and venue will be in the courts in the largest city in Your country within 200 miles of where You live.

- 15. LEGAL EFFECT.** This Agreement does not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in this Agreement.
- 16. COMPLIANCE WITH LAW; EXPORT REGULATIONS.** You will comply with all national and international laws, rules and regulations that apply to the Application and Your use of the Application, including the U.S. Export Administration Regulations (to which the Application is subject), as well as end-user, end-use, and destination restrictions issued by U.S. or other governments. You acknowledge that the Application is of U.S. origin.
- 17. GENERAL.** The section titles in this Agreement are used solely for the parties' convenience and have no legal or contractual significance. HTC's failure to act with respect to a breach by You does not waive its rights to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense Your rights (if any) under this Agreement. This Agreement will be binding upon all of HTC's successors and assigns.
- 18. ENTIRE AGREEMENT.** This Agreement, and any Additional Terms, comprise the entire agreement for the Application. Internet-based services and support services (if any) may be subject to additional terms.
- 19. CONTACT INFORMATION.** If You have any questions about this Agreement please direct all notices and correspondence to:

If to HTC Corporation  
Attn: General Counsel  
No. 88, Section 3, Zhongxing Road  
Xindian Dist., New Taipei City 231  
Taiwan

If to HTC America, Inc.  
Attn: Legal Department  
308 Occidental Avenue South  
Suite 300  
Seattle, Washington 98104  
United States

With a copy to: HTC Corporation at the address above

If to HTC Europe Co., Ltd.  
Salamanca, Wellington Street  
Slough, Berkshire SL1 1YP,  
United Kingdom

With a copy to: HTC Corporation at the address above.