

Agreement relating to the usage of AVer marketing materials

For the purpose of marketing and promotion, I agree to the following:

1. Notwithstanding any other provisions of this agreement, for the purpose of promoting AVer products, AVer Information Inc. licenses me the worldwide, perpetual, non-transferable and royalty-free right to use and translate its marketing materials including logos, manuals, package text, user interfaces, brochures, et al. I shall recognize that intellectual property rights, including but not limited to patent rights, trademarks, copyrights, domain names, trade secrets, know-how, et al., used or embodied in products shall remain AVer's sole properties, subsidiaries or affiliates.

2. I agree that I will not copy, reprint, publish, modify, authorize, or sublicense such images/posts provided by AVer, and use all images/posts as is. I further agree that all images/posts provided by AVer for marketing purposes shall be used solely for the promotion of AVer products, and will not be used to promote any of my company's own products or those of any third party, when using them online, all such images/posts will include a direct link to the original source.

3. I acknowledge and agree that AVer Information Inc. reserves the right to terminate this agreement at any time without any reason. After the expiration or termination of this agreement, I shall immediately return and cease all use of the said marketing materials of the products.

4. ALL MARKETING MATERIAL IS PROVIDED "AS IS". AVer information Inc. MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE. I agree to indemnify and hold harmless AVer Information Inc. from and against any and all claims, losses, liabilities, damages, or costs (including reasonable attorneys' fees and court costs) which result from use of materials provided by AVer information Inc. or translated by me or to any breach by me of the terms of this Agreement.

5. The validity, construction, interpretation and legal effect of this agreement shall be governed by the laws and judicial decisions of Taiwan without giving effect to principles of conflicts of law. All parties expressly agree that any action at law or in equity arising out of or relating to this agreement shall be filed only in the Taipei District Court of Taiwan. The parties hereby consent and submit to the personal jurisdiction of such Taiwan court for the purposes of litigating any such action.

