

An Chen Software License Agreement

This document is a legal agreement between you, the license, and An Chen Computer Co., Ltd. Please read this agreement carefully before opening the sealed disc pack. By opening this sealed disc pack, you accept the term of the agreement. If you do not agree to the term of this agreement, promptly return the unopened sealed disc pack including written materials and binders or other containers to the place of purchase for a full refund.

1. Copyright - The software program for (the "Software") is owned by An Chen Computer Co., Ltd.
2. License - An Chen grants you rights to use the software on a single user computer, or a single terminal or workstation of a multi-user computer or local area network. A separate license must be obtained from An Chen for every other terminal or workstation on a multi-user computer or local area network.
3. Copy Restrictions * This software and the accompanying written materials are copyrighted and proprietary product of An Chen. You may make one copy of the software for back up or archival purpose. All other copying of the software or written materials is expressly forbidden. * You may not de-compile, reverse engineer, copy, transfer, or otherwise use the software except as expressly stated in this agreement.
4. Term This license is effective until terminated. You may terminate this license at any time by destroying all copies of the software. This license will terminate automatically, without notice from An Chen, if you fail to comply with this agreement. Upon such termination, you shall destroy all copies of the software.
5. Limited Warranty * An Chen warrants that the origin disc are free from defects in material and workmanship, assuming normal use, for a period of ninety (90) days from the date of purchase. If a defect occurs during this time, you may return your faulty disc to An Chen, along with a dated proof of purchase, and it will be replaced free of charge.

* EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE AN CHEN GRANTS NO OTHER WARRANTIES EXPRESS OR IMPLIED, REGARDING THE DISC AND RELATED MATERIALS, THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY OR THEIR MERCHANDISE ABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AN CHEN, ITS RESELLERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES. SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO YOU.

* An Chen entire liability and your exclusive remedy shall be at An Chen's option, either (I.) return of the price paid or (II.) repair or replacement of the Software that does not meet An Chen's limited warranty and that is returned to An Chen with a dated proof of purchase.

6. No Liability For Consequential Damages IN NO EVENT SHALL AN CHEN BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOSS OF PROFITS, OR OTHER INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE OR WRITTEN MATERIALS, EVEN IF AN CHEN HAS BEEN ADVISED EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS AND/OR LIMITATION MAY NOT APPLY TO YOU.
7. Miscellaneous This agreement is governed by the laws of the Republic of China. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed from this agreement and shall not affect the validity or enforceability of the remaining provisions of this agreement. This agreement is the complete statement of the agreement and supersedes any proposal or prior communications between us relating to the subject matter of this agreement.

If you have any question regarding this agreement, you may contact as below:

An Chen Computer Co., Ltd. 9F-2, No.37, Sec. 2, San Min Rd., Taipei Hsien, Taiwan, R.O.C.

Tel : 886-2-2954 2126 Fax : 886-2-2954 3935