

End User License Agreement (EULA)

Please read this EULA carefully, as it sets out the basis upon which Gigamedia Access Corporation d/b/a GigaTrust™ (the “Licensor”) hereby licenses the Service(s) (as such term is defined in the License Agreements) for use to you, the user (“User”). **BY CLICKING ON THE “SUBMIT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND THE LICENSE AGREEMENTS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, LEAVE THE WEBSITE.**

AGREEMENT

- 1. Definitions.** All capitalized terms used herein and not otherwise defined, shall have the meaning set forth in the License Agreements. The License Agreements are comprised of the Service Agreement, the Service Level Agreement, and, as applicable, the Software Trial Agreement available from the Licensor on its webpage at: www.giatruster.com, with such terms and conditions of the License Agreements incorporated herein by reference, as applicable, and made a part hereof and consented to by the User upon acceptance and usage of the Service(s).
- 2. Term.** This EULA shall come into force upon the Effective Date and terminate as provided in the License Agreements.
- 3. License; Limitations.** The Licensor hereby grants to the User from the Effective Date subject to the terms of this EULA and the License Agreements a non-exclusive, non-transferable license for the Term to use the Service(s), subject to the terms and conditions set out in this Agreement. The User may not sub-license and must not purport to sub-license any rights granted under this EULA. The User shall be responsible for the security of copies of the Service(s) supplied to the User under this EULA and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies of the Service(s) is restricted to persons authorized to use the Service(s) them under this EULA.
- 4. Protection of Source Code.** Nothing in this EULA shall give to the User or any other person any right to access or use the Source Code or constitute any license of, or to, the Source Code. User expressly acknowledges, covenants and agrees that he/she/it shall not ever reverse engineer, decompile, disassembly and/or change (e.g., add, delete or modify) any elements of the Source Code for the Service(s).
- 5. No assignment of Intellectual Property Rights.** Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User.