User's Manual

DP100 Car Video Recorder



(Version 1.0)



Table of Contents

| Introduction | 2 |
|---|----|
| Package Contents | 3 |
| Features | 5 |
| System Requirements | 5 |
| Safety Precautions | 6 |
| Getting Started | 7 |
| Inserting a microSD Memory Card | |
| Mounting the DrivePro | |
| Connecting to Power | 10 |
| Recording Screen | 11 |
| Function Buttons | 11 |
| Set the Date and Time | |
| Recording Videos | 13 |
| Loop Recording | |
| Emergency Recording | |
| Low Battery | 14 |
| Browse and Playback Videos | 15 |
| Playing Videos / Photos | 15 |
| Deleting Videos | 15 |
| Protecting Videos | |
| Settings | 17 |
| Transfer Files to a Computer | 20 |
| Transfer Files to a Computer | 20 |
| Troubleshooting | 23 |
| Specifications | 24 |
| Recycling and Environmental Considerations | 25 |
| Federal Communications Commission (FCC) Statement | 26 |
| Two-year Limited Warranty | 27 |
| GNU General Public License ("GPL") Disclosure | 28 |
| End-User License Agreement (EULA) | 28 |

Introduction |

Thank you for purchasing Transcend's DrivePro 100 (The Following call DP100) – an advanced car video recorder (CVR) that is specifically designed to capture real time video of events happening outside your vehicle while driving. Mounted on your car's windshield, the DrivePro uses a 130° Wide Angle Lens for the best field of view and records video in crystal clear Full HD 1080P to ensure all the important details of your trip are recorded. Videos are saved on a microSD memory card as the vehicle is driven. Your DrivePro comes bundled with a 16GB Transcend microSD memory card, letting you record around 2 hours of Full HD footage without the need to purchase additional storage. Thanks to its built-in screenshot function, you can use capture key to capture picture during recording. This User Manual will give you step-by-step instructions and advice to help you get the best experience from your new device. Please read it carefully before using the DrivePro.

Package Contents |

The DrivePro Car Video Recorder package includes the following items:

DrivePro Car Video Recorder



Adhesive Mount or Suction Mount



Car Adapter



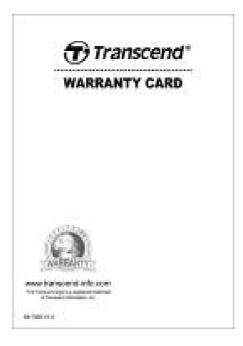
16GB microSD Memory Card



Quick Start Guide



Warranty Card



Features |

- Smooth, detailed Full HD 1080P recording @ 30fps resolution
- Bright 2.4-inch color LCD screen
- 130 degree wide angle lens
- Bundled 16GB microSD memory card
- Screenshot function lets you capture picture while recording
- Hi-Speed USB 2.0 connector for easy computer connectivity and fast file transfers
- Records videos in MP4 file format with 15Mbps high video bit rate
- Built-in microphone
- Built-in speaker
- Supports 13 languages

System Requirements |

System requirements for connecting the DrivePro to a computer:

- Desktop or notebook computer with a working USB port
- One of following Operating Systems:
 - Windows®XP
 - Windows Vista®
 - Windows® 7
 - Windows® 8
 - Mac®OS X 10.8.2 or later
 - Linux® Kernel 2.6.38 or later

Safety Precautions |

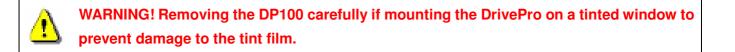
These usage and safety guidelines are **IMPORTANT!** Please follow them carefully to ensure your own personal safety and help protect your DrivePro from potential damage.

General Use

- For in-car use only.
- Do not operate the DrivePro or use the DrivePro App while driving.
- Avoid using or storing the DrivePro in an extreme temperature environment.
- Never allow the DrivePro to come in contact with water or any other liquids.
- Do not use the DrivePro in environments with strong magnetic fields or excessive vibration.
- Only use the Transcend provided car adapter with the DrivePro. Use of other car adapters may cause unknown problems.
- If your car's lighter socket continues to provide power after the engine is switched off, unplug the DrivePro when the engine is off or idling to reduce unnecessary power consumption and prevent any unexpected problems.

Mounting Location

- Never place the DrivePro where the driver's view or deployment of airbags is obstructed.
- Mount the DrivePro within range of the windshield wipers to ensure clear visibility in rain.



Backing Up Data

- Transcend does NOT take any responsibility for data loss or damage during operation. We strongly advise that you first backup the data in your memory card to a computer or other storage medium before using it in your DrivePro.
- To ensure Hi-Speed USB 2.0 data transfer rates when connecting your DrivePro to a computer, please check that the computer has the relevant USB drivers. If you are not sure how to check this, please consult the computer or motherboard User's manual for USB driver information.

Getting Started |



| Α | Wide Angle Lens |
|---|---------------------|
| В | Built-in Speaker |
| С | 2.4" LCD Display |
| D | Function Buttons |
| Ε | LED Indicator |
| F | Reset Button |
| G | Emergency Button |
| Η | Memory Card Slot |
| | Bracket Socket |
| J | USB Connector |
| K | Built-in Microphone |

Inserting a microSD Memory Card

You must insert a microSD memory card into the DrivePro before you can start recording. Please use a Class 6 or above microSD memory card with 8GB, 16GB, 32GB or 64GB capacity.

Insert a microSD memory card into its appropriate card slot on the left-hand side of the DrivePro.
 Note: Always format new memory cards in the DrivePro before using them for the first time. To format a new memory card, press the Settings button during recording and select Format Card.

WARNING! TS16GDP100 do not support NTFS format, and support FAT32 & exFAT format.



2. To remove, push to eject the memory card out of the slot.

WARNING! Do not remove the memory card during shutdown to avoid damage to the memory card and loss of recorded videos.

• The following table shows approximate recording time based on capacity and resolution (for reference only):

| Card Capacity | Full HD 1080P 30fps | HD 720P 30fps |
|---------------|---------------------|---------------|
| 8GB | 1hr 10 min | 2hr 10 min |
| 16GB | 2hr 20 min | 4hr 20 min |
| 32GB | 4hr 40 min | 8hr 50 min |
| 64GB | 9hr | 18hr |

Mounting the DrivePro

1. Insert the mounting bracket into the top of the DrivePro and slide sideways until you hear a click.



- 2. Thoroughly clean and dry the area of the windshield you wish to mount the DrivePro. If possible, mount the DrivePro in the middle of the windshield near the rear-view mirror for the best field of view.
- **3.** Peel off the protective film from the mounting bracket's foam sticker and firmly attach the DrivePro to the windshield.
- 4. Turn the adjustment knob anticlockwise to loosen and then adjust the DrivePro's position.



5. When the DrivePro is in the best position, turn the adjustment knob clockwise to make sure the DrivePro is securely locked in place.



Connecting to Power

Note: Insert a microSD memory card before connecting the DrivePro to your car's lighter socket.

1. Connect the small end of the car adapter to the USB connector of the DrivePro.



2. Connect the other end of the car adapter to your car's lighter socket.



- 3. After starting your car, the DrivePro will automatically turn on and start recording.
- **4.** After the engine is switched off, the DrivePro will automatically save the current recording and power off.
- **Note:** On some cars, the lighter socket continues to provide power after the engine is switched off. If this happens, unplug the DrivePro when the engine is off or idling to reduce unnecessary power consumption and prevent any unexpected problems.

Recording Screen

- 1 Recording status indicator
- (2) Video resolution
- ③ Microphone status indicator
- ④ Battery status indicator
- $(5)\,$ No. of protected files stored out of 15 $\,$
- 6 Record preview
- 1 Menu button icons

Function Buttons





*Press and hold for 3 seconds to turn on/off the DrivePro in any mode.

Back*

Up

Down

Delete

Emergency Recording

During video recording, press the emergency button on the left-hand side of the DrivePro to manually activate emergency recording mode.



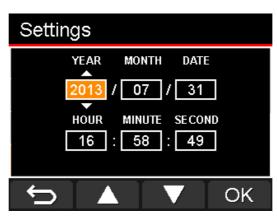
LED Indicator Reference Chart

| LED Status | Definition |
|--------------|------------|
| Solid Red | Standby |
| Flashing Red | Recording |

Set the Date and Time

To set the current date and time:

- 1. During video recording, press the Settings button
- 2. Use / / IV to select Date/Time Settings and press



OK

Use / to adjust the value and press K to move to the next field.
 Repeat step 3 above until the date and time settings are complete.

Recording Videos |

After starting your car, the DrivePro will turn on and start recording automatically.

By default, one video file is saved for every 1 minute of recording. To adjust the recording length, please see the **Settings** section of this manual.



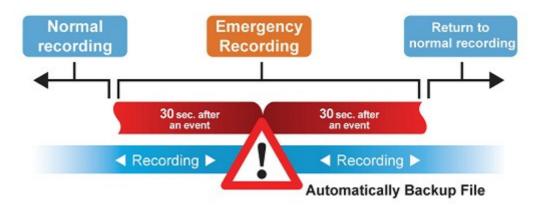
After the engine is switched off, the DrivePro will automatically save the current recording and power off. **Note:** On some cars, the lighter socket continues to provide power after the engine is switched off. If this happens, unplug the DrivePro when the engine is off or idling to reduce unnecessary power consumption and prevent any unexpected problems.

Loop Recording

With Loop Recording enabled, the oldest files in the memory card will be overwritten by new video files when memory card capacity is full. To enable Loop Recording, please see the **Settings** section of this manual.

Emergency Recording

In emergency recording mode, the DrivePro records data after the event occurs (total 1 minute). The DrivePro can save up to 15 emergency video files. Video files recorded in emergency mode are protected from being overwritten.



Manual event recording: During video recording, press the emergency button on the left-hand side of the DrivePro to manually activate emergency recording mode. The emergency icon will appear on the screen when activated.



G-Sensor event recording: During video recording, if the DrivePro detects an impact, it will automatically activate emergency recording mode.

- If the G-Sensor sensitivity is set to "High", even minor shocks will be detected.
- If the G-Sensor sensitivity is set to "Low", it will only detect significant shocks.

G-Sensor sensitivity can be adjusted or disabled in the Settings menu.

Note: The message "Max number of emergency files reached" will appear on the screen when 15 emergency recorded files have been saved, and the oldest emergency file will be overwritten automatically when a new emergency recording file is created.

Low Battery

Low Battery : Be sure to charge your DP100 as soon as possible to avoid system time setting error as this warning message appears, and please avoid turning on DP100 via built-in battery directly

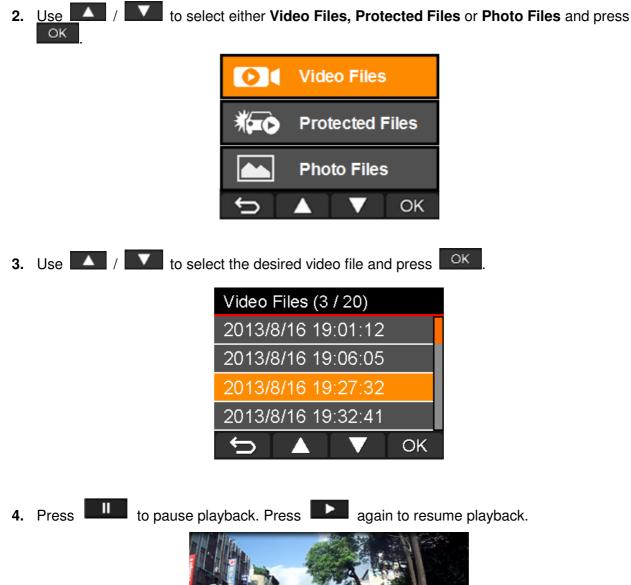


Notice : Suggest to charge DP100 before using it.

Browse and Playback Videos |

Playing Videos / Photos

1. During video recording, press the Browse button

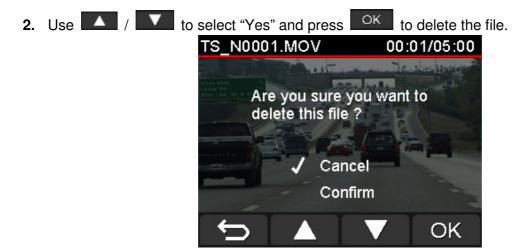




5. Press to return to the video file list.

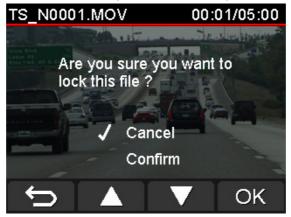
Deleting Videos

1. During playback of a video file, press . The message "Are you sure you want to delete this file?" will appear.



Protecting Videos

- 1. During playback of a normal video file, press . The message "Are you sure you want to protect this file?" will appear.
- **2.** Use **I** / **I** to select "Yes" and press **I** K to protect the file.



Settings |

In the Settings menu, you can adjust settings such as video resolution, recording time, and G-Sensor sensitivity. You can also set the date/time, change interface language, format memory card, and upgrade firmware.

۲

- 1. During video recording, press the Settings button Settings Resolution Exposure Value 🚬 Video Length 🖳 Time Stamp OK 2. Use / / V to select the desired menu option and press OK. Settings Resolution 1 min 🚣 Exposure Value 3 mins 🚬 Video Length 5 mins 🖳 Time Stamp OK
- / to select the desired setting and press **3.** Use
- 4. Press to return to the Settings menu.

Menu Options



Resolution: Set the resolution/quality for recording video.

Available options: 1080P (FHD) / 720P (HD)

Exposure Value: Adjust exposure composition value to lighten or darken the preview screen. Available options: +2.0 / +1.5 / +1.0 / +0.5 / 0 / -0.5 / -1.0 / -1.5 / -2.0

OK



Video Length: Set the recording length of each recorded video file.

Available options: 1 min / 3 mins / 5 mins



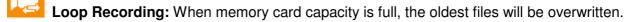
Time Stamp: Adds the current time of the event to the video being recorded.

Available options: Enable / Disable

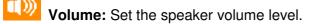


Voice Recording: Turn on/off microphone during video recording.

Available options: Enable / Disable



Available options: Enable / Disable



Available options: 0 / 1 / 2 / 3 / 4 / 5 (You can also choose 0 to turn off the Beeper)

G.Sensor: Adjust the sensitivity of the G-Sensor.

Available options: Disable / Low / Medium / High

Auto Turn Off Display: Set duration for display to automatically turn off after recording begins. Available options: Never / After 1 min / After 3 mins



Date/Time Settings: Set the current date and time.

Date/Time Format: Set date format as Y/M/D or M/D/Y. Set time format as AM/PM or 24H. This setting applies to Time Stamp and system time.

ABC

Language: Set the on-screen display menu language. (Built-in 13 languages)

Available options: English / 繁體中文 / 简体中文 / 日本語 / Deutsch / Español / Еλληνικά / Français / Italiano / Россия / Português / Türkçe / 한국어

Delay Turn OFF : Postpone shutdown timimg.

Available options : OFF/ 10 sec / 30 sec

Light Frequecy: It eliminates the flikering that can occour with street lights and billbords and so on.

Available options: 50Hz / 60Hz



Information: Displays DrivePro's current firmware version, card capacity, free space.



Format Card: Format the microSD memory card.

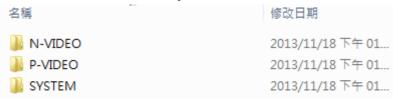
Available options: No / Yes



WARNING: Formatting the memory card will erase all data on the card.

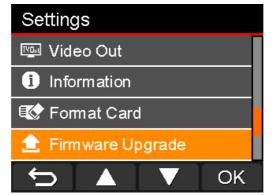
Upgrade Firmware: Use this function to keep your DrivePro up to date with the latest version from Transcend (available on the Transcend website http://tw.transcend-info.com/Support/DLCenter).

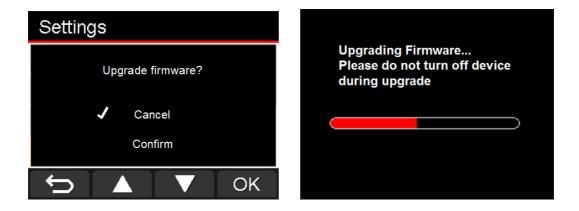
1. After downloading firmware from Transcend website, decompress it and then put it in the "SYSTEM" folder in microSD memory card.



- 2. Insert the microSD memory card that contains a newer version of firmware.
- 3. Select Upgrade Firmware from the Settings menu and press ok to start the firmware

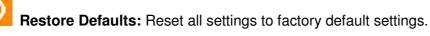
detection process. The DrivePro will automatically find the new firmware file.





WARNING: NEVER remove the power cord or the microSD memory card while the firmware is being upgraded.

If firmware upgrade fails and the DrivePro will not turn on, please contact Transcend customer support.



Available options: No / Yes

Transfer Files to a Computer |

To transfer files between the DrivePro's memory card and your computer:

Option 1: Take the microSD memory card out of the DrivePro and use a compatible card reader to transfer files to your computer.

Option 2:

- 1. Insert the memory card into the DrivePro.
- **2.** Plug the small end of a USB cable into the Mini-B USB port located on the right-hand side of the DrivePro.
- **3.** Plug the large end of the cable into an available USB Port on your desktop or notebook computer.



The DrivePro will display the following screen when connected to a computer:



Windows® XP, Vista, 7 and 8

No drivers are required for connecting the DrivePro to your desktop or notebook computer. Windows® Operating Systems have built-in drivers to support your DrivePro. Upon successful connection to your computer, a new **Removable Disk** drive with a newly assigned drive letter representing the DrivePro will automatically appear in the **My Computer** window and a Removable Hardware Sicon will appear in the Windows System Tray.

| 名稱 | 類型 | 大小總計 | 可用空間 |
|--------------------|--------|---------|---------|
| ▲ 硬碟 (2) | | | |
| 🏭 本機磁碟 (C:) | 本機磁碟 | 87.7 GE | 36.7 GB |
| 🧰 本機磁碟 (D:) | 本機磁碟 | 377 GE | 347 GB |
| ▲ 裝置中含有卸除式存放裝置 (2) | | | |
| 🍰 DVD RW 磁碟機 (E:) | CD 光碟機 | | |
| 👝 TRANSCEND (I:) | 抽取式磁碟 | 29.4 GE | 860 MB |

*Note: (I:) is an example drive letter - the letter in your "My Computer" window may differ.

Your DrivePro is now ready to transfer data just like an external hard drive. To transfer videos, simply drag-and-drop files from the folder that represents the DrivePro.

Proper removal of your DrivePro (from Windows):

- **1.** Click once on the **Removable Hardware** icon Sin the system tray.
- 2. The Safely Remove Hardware pop-up window will appear. Select it to continue.
- **3.** A window will appear stating, "**The 'USB Mass Storage Device' device can now be safely removed from the system.**" Unplug your DrivePro from the USB port after this message appears.

| Safe To Remove Hardware The 'USB Mass Storage Device' device can now be safely removed from the system. | |
|--|---------|
| | 5:47 PM |

Mac[®] OS X 10.8.2 or later

No drivers are required. Plug your DrivePro into an available USB port and your computer will automatically detect it.



Proper removal of your DrivePro (from Mac OS):

First drag-and-drop the Disk icon corresponding to your DrivePro into the trashcan then unplug your DrivePro from the USB port.

1. WARNING! To prevent data loss, always follow the proper removal procedures when disconnecting the DrivePro from your computer.



- 2. When DrivePro is connected to a computer, it can only be used for transferring files. You will not be able to use any of the DrivePro's features at this time. Please disconnect your DrivePro from the computer to resume normal function.
- **3. NEVER** use the "format" or "initialize disk" function while the DrivePro is connected to your computer, even if prompted to do so.

Troubleshooting

If a problem occurs with your DrivePro please first check the information listed below before sending your DrivePro for repair. If you are unable to remedy a problem from the following hints, please consult your dealer, service center, or local Transcend branch office. We also have FAQ and Support services on our website. For any Hardware issues please consult the DrivePro User's Manual.

My computer's operating system cannot detect my DrivePro

Check the following:

- 1. Is your DrivePro properly connected to the USB port? If not, unplug it and plug it in again. Make sure the USB port is connected on both ends, as shown in the User's Manual.
- 2. Is your DrivePro connected to the Mac keyboard? If yes, unplug it and plug it into an available USB port on your Mac Desktop.
- **3.** Is the computer's USB port enabled? If not, refer to the user's manual of your computer (or motherboard) to enable it.

I was using my DrivePro, now no buttons are responding (hangs / lags / stalls)

Try unplugging the car adapter from your DrivePro, then reconnecting it to your DrivePro again.

My DrivePro cannot read videos on my memory card

Edited and deformed videos may not display properly on your DrivePro.

Why does nothing happen when I press the "Emergency Recording" button?

Emergency recording only works when your DrivePro is in recording mode.

Specifications |

| Panel: | 2.4" color LCD |
|-------------------------|--|
| Speaker / Microphone: | 1.0 Watt / 0.5mA (Built in) |
| Connect interface: | USB2.0 |
| Storage: | MicroSD, 8GB / 16GB / 32GB / 64GB (Class 6 or above) |
| Control keys: | 4 function buttons 1 emergency recording button 1 reset button |
| Dimensions: | 68.3 mm(L) × 63.1 mm(W) × 34.3 mm(H) |
| Weight: | 72.6 g |
| Power Supply: | Input DC12V~24V Output DC5V / 1A |
| Operating Temperature: | -20°C (-4°F) ~ 65°C (149°F) |
| Video Formats: | H.264 (MP4 : up to 1920x1080 30fps) |
| Lens | F/1.8, 130° wide angle |
| Resolution / Frame rate | Full HD (1920 x 1080) 30fps HD (1280 x 720) 30fps |
| Certification: | CE, FCC, BSMI |
| Warranty: | 2 years |

Recycling and Environmental Considerations |



Recycling the Product (WEEE): Your product is designed and manufactured with high quality materials and components, which can be recycled and reused. When you see the crossed-out wheel bin symbol attached to a product, it means the product is covered by the European Directive 2002/96/EC:

Never dispose of your product with other household waste. Please inform yourself about the local rules on the separate collection of electrical and electronic products. The correct disposal of your old product helps prevent potential negative consequences on the environment and human health.



Battery Disposal: Your product contains a built-in rechargeable battery covered by the European Directive 2006/66/EC, which cannot be disposed of with normal household waste.

Please inform yourself about the local rules on separate collection of batteries. The correct disposal of batteries helps prevent potentially negative consequences on the environment and human health.

For products with non-exchangeable built in batteries: The removal of (or the attempt to remove) the battery invalidates the warranty. This procedure is only to be performed at the end of the product's life.

Federal Communications Commission (FCC) Statement

This device complies with Part 15 FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference. (2) This device must accept any interference received including interference that may cause undesired operation.

This Equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

RF Exposure Statement:

This equipment complies with FCC RF radiation exposure limits set forth for an uncontrolled

environment. This equipment should be installed and operated with a minimum distance of 20cm between the radiator and your body.

You are cautioned that changes or modifications not expressly approved by the part responsible for compliance could void the user's authority to operate the equipment.

FCC RF Radiation Exposure Statement:

This Transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

Two-year Limited Warranty |

This product is covered by a Two-year Limited Warranty. Should your product fail under normal use within two years from the original purchase date, Transcend will provide warranty service pursuant to the terms of the Transcend Warranty Policy. Proof of the original purchase date is required for warranty service. Transcend will inspect the product and in its sole discretion repair or replace it with a refurbished product or functional equivalent. Under special circumstances, Transcend may refund or credit the current value of the product at the time the warranty claim is made. The decision made by Transcend shall be final and binding upon you. Transcend may refuse to provide inspection, repair or replacement service for products that are out of warranty, and will charge fees if these services are provided for out-of-warranty products.

Limitations

Any software or digital content included with this product in disc, downloadable, or preloaded form, is not covered under this Warranty. This Warranty does not apply to any Transcend product failure caused by accident, abuse, mishandling or improper usage (including use contrary to the product description or instructions, outside the scope of the product's intended use, or for tooling or testing purposes), alteration, abnormal mechanical or environmental conditions (including prolonged exposure to humidity), acts of nature, improper installation (including connection to incompatible equipment), or problems with electrical power (including undervoltage, overvoltage, or power supply instability). In addition, damage or alteration of warranty, quality or authenticity stickers, and/or product serial or electronic numbers, unauthorized repair or modification, or any physical damage to the product or evidence of opening or tampering with the product casing will also void this Warranty. This Warranty shall not apply to transferees of Transcend products and/or anyone who stands to profit from this Warranty without Transcend's prior written authorization. This Warranty only applies to the product itself, and excludes integrated LCD panels, rechargeable batteries, and all product accessories (such as card adapters, cables, earphones, power adapters, and remote controls).

Transcend Warranty Policy

Please visit **www.transcend-info.com/warranty** to view the Transcend Warranty Policy. By using the product, you agree that you accept the terms of the Transcend Warranty Policy, which may be amended from time to time.

Online registration

To expedite warranty service, please access **www.transcend-info.com/register** to register your Transcend product within 30 days of the purchase date.



Transcend Information, Inc.

www.transcend-info.com

*The Transcend logo is a registered trademark of Transcend Information, Inc. *The specifications mentioned above are subject to change without notice. *All logos and marks are trademarks of their respective companies.

GNU General Public License ("GPL") Disclosure

Firmware incorporated into this product and/or software used for this product may include third party copyrighted software licensed under the GPL (hereinafter referred to as "GPL Software"). In accordance with the GPL, if applicable: 1) the source code for the GPL Software may be downloaded at no charge or obtained on CD for a nominal charge by calling Customer Support within three years of the date of purchase; 2) you may copy, re-distribute and/or modify the GPL Software under the terms of the GNU General Public License as below or any later version, which may be obtained at http://www.gnu.org/licenses/gpl.html; 3) the GPL Software is distributed WITHOUT ANY WARRANTY, without even implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the quality and performance of the GPL Software is with you. Transcend does not provide any support for the GPL software.

End-User License Agreement (EULA) Software license terms and conditions

1. **Generally.** Transcend Information, Inc. ("Transcend") is willing to grant the following license to install or use the software and/or firmware ("Licensed Software") pursuant to this End-User License Agreement ("Agreement"), whether provided separately or associated with a Transcend product ("Product"), to the original purchaser of the Product upon or with which the Licensed Software was installed or associated as of the time of purchase ("Customer") only if Customer accepts all of the terms and conditions of this Agreement. PLEASE READ THESE TERMS CAREFULLY. USING THE SOFTWARE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE LICENSED SOFTWARE.

2. License Grant. Transcend grants to Customer a personal, non-exclusive, non-transferable, non-distributable, non-assignable, non-sublicensable license to install and use the Licensed Software on the Product in accordance with the terms and conditions of this Agreement.

3. Intellectual Property Rights. As between Transcend and Customer, the copyright and all other intellectual property rights in the Licensed Software are the property of Transcend or its supplier(s) or licensor(s). Any rights not expressly granted in this License are reserved to Transcend.

4. License Limitations. Customer may not, and may not authorize or permit any third party to: (a) use the Licensed Software for any purpose other than in connection with the Product or in a manner inconsistent with the design or documentations of the Licensed Software; (b) license, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Licensed Software or use the Licensed Software in any commercial hosted or service bureau environment; (c) reverse engineer, decompile, disassemble or attempt to discover the source code for or any trade secrets related to the Licensed Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (d) adapt, modify, alter, translate or create any derivative works of the Licensed Software; (e) remove, alter or obscure any copyright notice or other proprietary rights notice on the Licensed Software or Product; or (f) circumvent or attempt to circumvent any methods employed by Transcend to control access to the components, features or functions of the Product or Licensed Software.

5. **Copying.** Customer may not copy the Licensed Software except that one copy of any separate software component of the Licensed Software may be made to the extent that such copying is necessary for Customer's own backup purposes.

6. Open Source. The Licensed Software may contain open source components licensed to Transcend pursuant to the license terms

specified as below,

- GNU General Public License (GPL), the terms of which is currently available at http://www.gnu.org/licenses/gpl.html;
- 2. GNU Lesser General Public License (LGPL), the terms of which is currently available at http://www.gnu.org/copyleft/lesser.html; and/or
- 3. Code Project Open License (CPOL), the terms of which is currently available at http://www.codeproject.com/info/cpol10.aspx.

The above license terms will control solely with respect to the open source components. In the event that this Agreement conflicts with the requirements of the above one or more terms with respect to the use of the corresponding open source components, Customer agrees to be bound by such one or more license terms.

7. **Disclaimer.** TRANSCEND MAKES NO WARRANTY AND REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, LICENSED SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE LICENSED SOFTWARE FOR ANY PURPOSE. ALL SUCH INFORMATION, LICENSED SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TRANSCEND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, LICENSED SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL TRANSCEND BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTION WITH THE USE, PERFORMANCE OR ACCURACY OF THE LICENSED SOFTWARE OR WITH THE DELAY OR INABILITY TO USE THE LICENSED SOFTWARE, OR THE PRODUCT WITH WHICH THE LICENSED SOFTWARE IS ASSOCIATED, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TRANSCEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Limitation of Liability. IN ANY CASE, TRANSCEND 'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT ACTUALLY AND ORIGINALLY PAID AT RETAIL BY CUSTOMER FOR THE PRODUCT. The foregoing Disclaimer and Limitation of Liability will apply to the maximum extent permitted by applicable law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the exclusions and limitations set forth above may not apply.

9. **Termination.** Transcend may, in addition to any other remedies available to Transcend, terminate this Agreement immediately if Customer breaches any of its obligations under this Agreement.

10. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between Transcend and Customer concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of Transcend. (b) Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the law of the Republic of China, excluding its conflict of law provisions. (c) If any part of this Agreement is held invalid or unenforceable, and the remaining portions will remain in full force and effect. (d) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. (e) Transcend may assign its rights under this Agreement without condition. (f) This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.