



# User's Manual

Car Video Recorder

**DrivePro™ 50**

(Version 1.3)



# Table of Contents

1.	Introduction.....	2
2.	System Requirements .....	2
3.	Safety Precautions .....	3
	3-1 General Use .....	3
	3-2 Mounting Location .....	3
	3-3 Backing up Data .....	3
4.	Getting Started.....	4
	4-1 Function Buttons.....	4
	4-2 LED Indicators.....	5
	4-3 Inserting a microSD Memory Card .....	5
	4-4 Mounting the DrivePro™ .....	6
	4-5 Connecting to Power.....	7
5.	Recording Videos .....	8
	5-1 Emergency Recording .....	8
6.	Using the DrivePro™ App .....	9
	6-1 Downloading and Installing the App .....	9
	6-2 Connecting to the DrivePro™ App.....	9
	6-3 Playing Videos .....	10
	iOS .....	10
	Android.....	12
	6-4 Settings .....	13
7.	Transferring Files to a Computer .....	14
8.	DrivePro™ Toolbox Software .....	16
9.	Package Contents .....	17
10.	Specifications .....	18
11.	Frequently Asked Questions.....	20
12.	Recycling and Environmental Protection.....	21
13.	Federal Communications Commission (FCC) Statement.....	22
14.	Two-year Limited Warranty .....	23
15.	GNU General Public License (GPL) Disclosure .....	24
16.	End-User License Agreement (EULA) .....	24

# **1. Introduction**

Transcend's DrivePro™ 50 is a compact car video recorder that is specifically designed to capture real time videos of events happening outside your vehicle. Featuring a large  $f/1.8$  aperture and high-quality camera lens, the DrivePro™ 50 can capture all details of an incident, including license plates, during either daytime or nighttime. The camera also integrates a wide 130° viewing angle and a Full HD imaging sensor for clear and smooth 1080P (30fps) recordings. DrivePro™ 50 is built with wireless connectivity to stream, play back, and download videos, or adjust settings directly from iOS or Android devices via Transcend's exclusive DrivePro™ App. In addition, the video files recorded in G-Sensor emergency recording mode are protected from being overwritten, and the built-in battery ensures uninterrupted recording.

## **Features**

- Full HD 1080P recording at 30fps resolution
- Built-in Wi-Fi connectivity to live stream videos to your mobile device
- Large  $f/1.8$  aperture and 130 degree wide angle lens
- Bundled with a 16GB Transcend microSD memory card
- Record videos in .MOV file format up to 1920x1080 30fps
- Built-in buzzer and microphone
- Built-in Li-Polymer battery

# **2. System Requirements**

System requirements for connecting the DrivePro™ to a desktop or a laptop / using the DrivePro™ Toolbox:

- Windows® 7
- Windows® 8
- Windows® 8.1
- Windows® 10

System requirements for using the DrivePro™ App:

- iOS 9.1 or later (iPhone, iPad and iPod touch)
- Android 4.0 or later (Android device)

### **3. 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 damages.

#### **3-1 General Use**

- For in-car use only.
- For your safety, do not use the DrivePro™ App while driving.
- Avoid placing the DrivePro™ in an extreme temperature environment.
- Avoid splashing water or any other liquids on the DrivePro™ and accessories.
- Do not use the DrivePro™ in an environment with strong magnetic fields or excessive vibration.
- Only use the car adapter provided by Transcend. Other car adapters may not compatible with the DrivePro™.
- Lighter sockets of some types of vehicles will still supply power after the car engine is turned off. If your car is of this type, please unplug your car video recorder from the lighter socket to avoid unnecessary power consumption and unexpected issues.

#### **3-2 Mounting Location**

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



**WARNING:** Remove the DrivePro™ carefully if it is mounted on a tinted window to prevent damages to the tinted film.

#### **3-3 Backing up Data**

Transcend does NOT take any responsibility for data loss or damage during operation. We strongly advise that you regularly back up data in your memory card to a computer or other storage medium.

To ensure Hi-Speed USB 2.0 data transfer rates when connecting your DrivePro™ to a computer, please check if the computer is installed correct USB drivers. If you are not sure how to check this, please refer to the User's Manual of the computer or motherboard for USB driver information.

## 4. Getting Started

### 4-1 Function Buttons

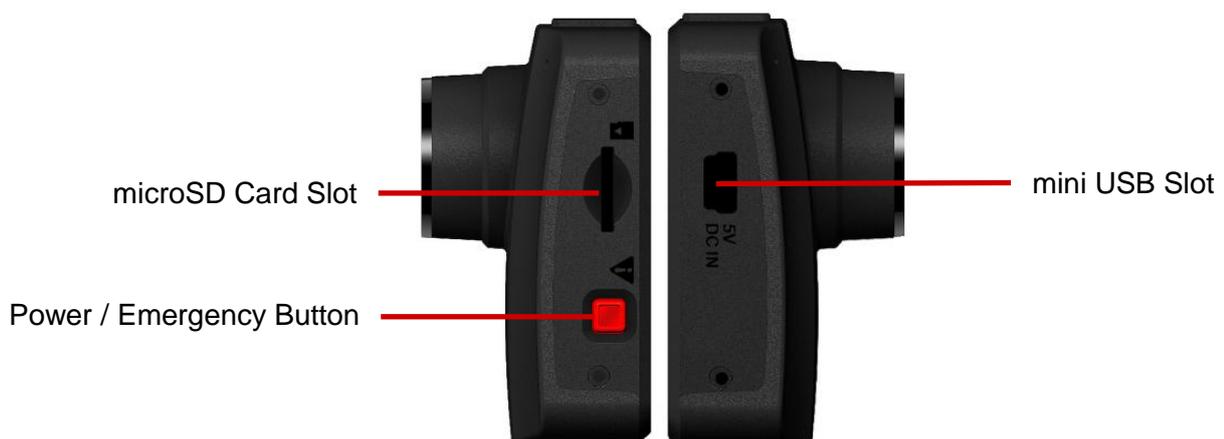
Top View



Front & Back View



Side View



## 4-2 LED Indicators

### Recording

LED	Status	Definition
●	Solid	Stop recording*
	Flashing	Recording
	Flashing quickly	Emergency recording**

### Connected to computer

LED	Status	Definition
●	Solid	Connected to computer
	Flashing	Transferring data

\*The DrivePro™ will stop recording when a card error occurs or when you tap data / settings using the DrivePro™ App.

\*\*You will hear a beep when emergency recording is activated.

## 4-3 Inserting a microSD Memory Card

You must insert a microSD memory card into the DrivePro™ before you can start recording. Please use a MLC-based microSD memory card with 8GB, 16GB, 32GB or 64GB capacity (Class 10 or above).

1. Insert a microSD memory card into the card slot on the left side of the DrivePro™.

**Note:** Always format new memory cards in the DrivePro™ before using them for the first time.



### WARNING:

1. DrivePro™ 50 supports the FAT32 and exFAT file formats, but not NTFS.
2. Be sure to set the Allocation Unit Size to 32 KB when formatting the microSD card.



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



**WARNING:** Do not remove the memory card during shutdown to avoid damages to the memory card and loss of recorded videos.

#### 4-4 Mounting the DrivePro™

1. Insert the mount 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. Press down the lever bar of the suction mount or peel off the protective film from the adhesive mount, and firmly attach the DrivePro™ to the windshield.



4. Turn the adjustment knob anticlockwise to loosen, and then adjust the DrivePro™'s position.



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



## 4-5 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. Plug the other end of the car adapter in your car's lighter socket.
3. After the car engine is switched on, the DrivePro™ will automatically turn on and start recording.

**Note:** To use for the first time, please set the date, time and time zone using the DrivePro™ App.

## **5. Recording Videos**

After the car engine is switched on, the DrivePro™ will automatically power on with Wi-Fi and start recording. The LED indicator will flash blue. By default, one video file is saved for every 3 minute of recording. To adjust the recording length, please refer to **6-5 Settings** section in this manual.

After the car engine is switched off, the DrivePro™ will automatically save the current recording and power off.

### **Note:**

1. Lighter sockets of some types of vehicles will still supply power after the car engine is turned off. If your car is of this type, please unplug your car video recorder from the lighter socket to avoid unnecessary power consumption and unexpected issues.
2. If you want to record by the built-in battery, please make sure that it has sufficient power supply.
3. It takes at least 4.5 hours to charge the battery from low to full by an AC/DC adapter (Output: DC5V1A).

## **5-1 Emergency Recording**

30% of the storage space will be saved for emergency video files. Video files recorded in emergency mode are protected from being overwritten.

### **1. G-Sensor Event Recording:**

During video recording, the DrivePro™ will automatically activate Emergency Recording mode when detecting a collision.

- If the G-Sensor sensitivity is set to “High”, even minor shocks will activate Emergency Recording mode.
- If the G-Sensor sensitivity is set to “Low”, only significant shocks will activate Emergency Recording mode.

G-Sensor sensitivity can be adjusted or disabled using the DrivePro™ App. Please refer to **6-5 Settings** section in this manual.

### **2. Manual Event Recording:**

During video recording, quickly press the emergency button on the left side of the DrivePro™ to manually activate emergency recording mode. You will hear a beep and the LED indicator will flash blue quicker than before.



**Note:** The earliest emergency file saved will be overwritten by the latest emergency file recorded once the 30% storage space is full.

## 6. Using the DrivePro™ App

Developed for iOS and Android devices, the free DrivePro™ App allows you to wirelessly adjust the settings of the camera and to live-stream video on your smart device.

### 6-1 Downloading and Installing the App

1. Search “**DrivePro**” on your App Store or Google Play.

2. Download and install the DrivePro™ App for free



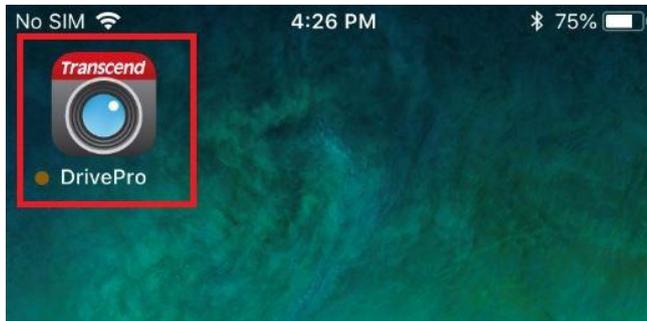
Once the installation is complete, the App will be displayed on the home screen of your device.

### 6-2 Connecting to the DrivePro™ App

1. Power on the DrivePro™ and the Wi-Fi function will automatically turn on. The LED indicator will flash blue.
2. Select the “DrivePro™50” Wi-Fi link (default password is 12345678).



3. Tap the DrivePro icon on the home screen of your device to use the App.



4. Tap “Connect”. Please wait for a few seconds for the network to appear.

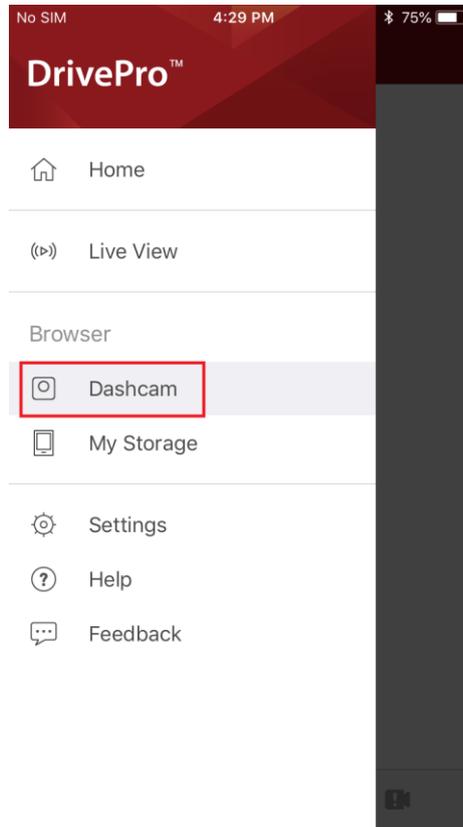


**Note:** The camera stops recording when you tap  Dashcam or  Settings using the App, the front LED turns solid blue. The camera will resume recording when you tap  Live View.

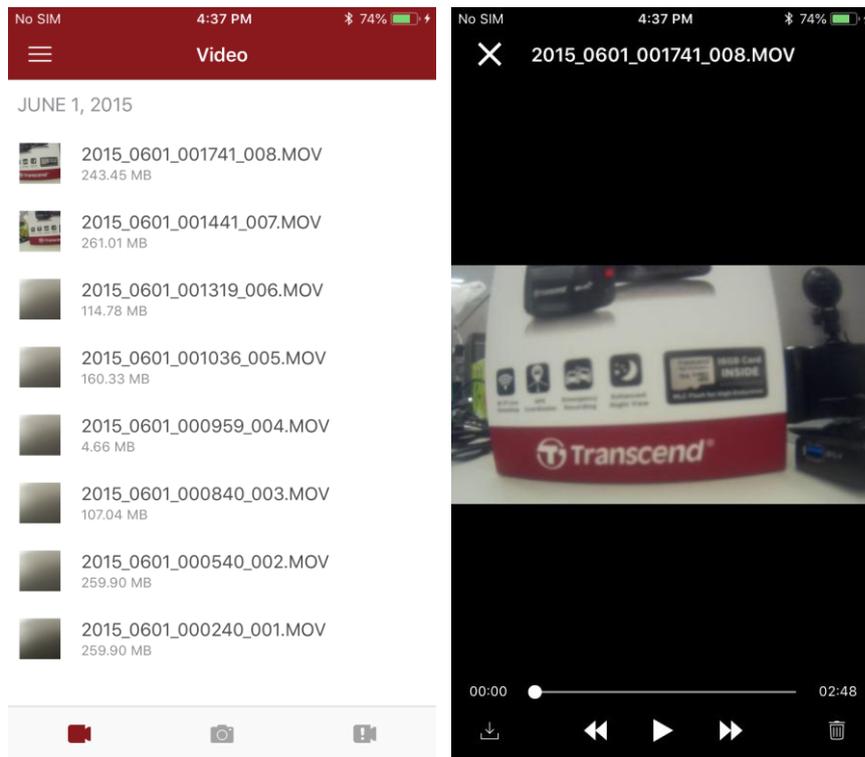
## 6-3 Playing Videos

### iOS

1. To play videos, tap  .



2. Select the desired file to play the video.



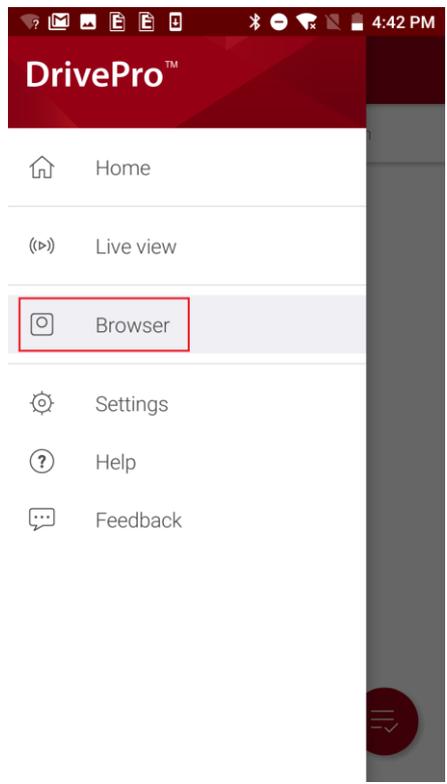
3. To save a video to Camera Roll, tap



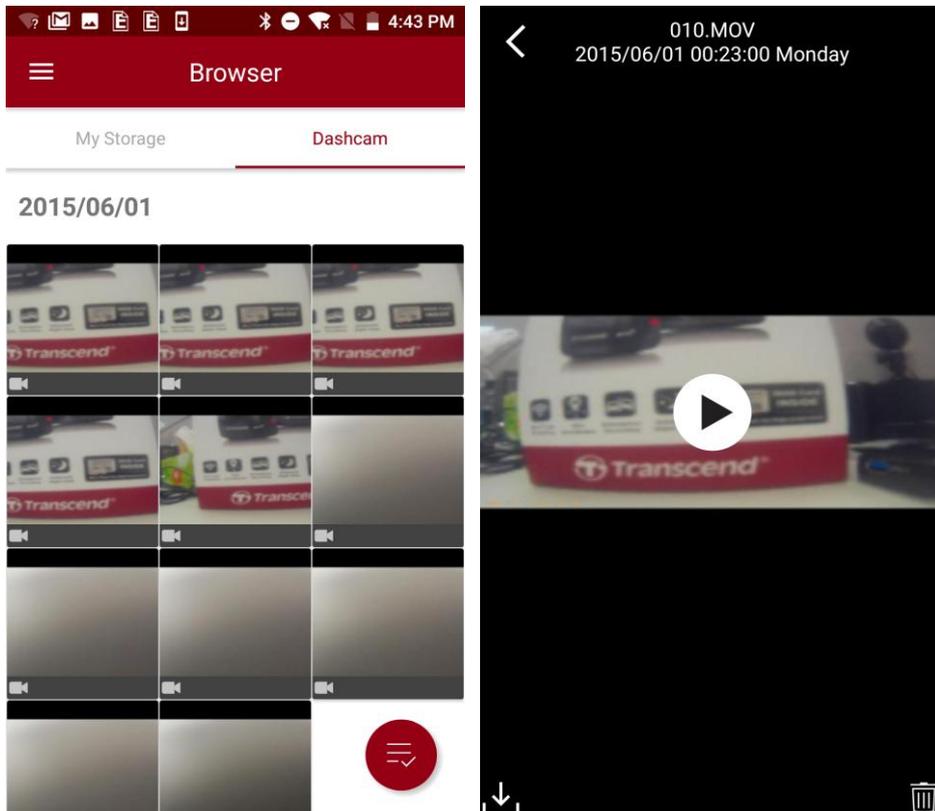
# Android



1. To play videos, tap .



2. Select the desired file to play the video.



**Note:** The camera stops recording when you tap  or  using the App, the front LED turns solid blue. The camera will resume recording when you quit.

3. To download a video to your smart device, tap .

## 6-4 Settings

Tap  to enter the Settings menu. In the Settings menu, you can adjust the settings of video, device, Wi-Fi and System.

Menu options

 **Resolution:** Set the resolution/quality for video recording.

Available options: 1080P / 720P

 **Exposure Value:** Adjust exposure composition value to lighten or darken the preview screen.

Available options: +2.0 ~ -2.0

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

Available options: 1 min / 3 mins / 5 mins

 **Video Stamp:** Display the time of the video being recorded.

Available options: **Disable / Enable**

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

Available options: **Disable / Low / Medium / High**

 **Microphone:** Turn on/off the microphone during video recording.

Available options: Disable / Enable

 **Delay Power Off:** Schedule the DrivePro™ to shut down at a certain time.

Available options: **Disable / 10 secs / 30 secs**

 **Date:** Set the date format.

Available options: YY/MM/DD or MM/DD/YY or DD/MM/YY

 **24-Hour Time:** Select the 24-hour or 12-hour time format.

Available options: Enable (24-hour) / Disable (12-Hour)

 **SSID:** Enter the SSID to wirelessly connect to DrivePro™ 50 (default SSID is DrivePro™50).

Note: If you change the SSID, it will be renewed when you reconnect to Wi-Fi.

 **Password:** Enter the password to connect wirelessly to DrivePro™ 50 (default password is 12345678).

Note: If you change the password, it will be renewed when you reconnect to Wi-Fi.

 **Format SD Card:** Tap to format your SD card.

 **Firmware Upgrade:** Connect the DrivePro to an external power outlet. Tap to upgrade the firmware to the latest version.

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



1. The DrivePro™ will shut down and the red LED light will flash while the firmware is being upgraded. After the upgrade is complete, the DrivePro™ will restart automatically.
2. If the DrivePro™ cannot be turned on due to firmware upgrade failure, please contact Transcend customer service for technical support.

## **7. Transferring 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 insert to a compatible card reader to transfer files to your computer.

### **Option 2:**

1. Insert the microSD memory card into the DrivePro™.
2. Plug the small end of a USB cable into the Mini-B USB port located on the left-hand side of the DrivePro™.
3. Plug the large end of the cable into an available USB port on your desktop or laptop.



**Note:** DrivePro™ package does not contain any USB cable.

## ■ Windows® 7 / 8 / 8.1 / 10

No drivers are required for connecting the DrivePro™ to your desktop or laptop. 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 **My Computer**, and a Removable Hardware  icon will appear in the Windows System Tray.

Name	Type	Total Size	Free Space
Hard Disk Drives (2)			
Local Disk (C:)	Local Disk	976 GB	237 GB
Local Disk (D:)	Local Disk	886 GB	3.19 GB
Devices with Removable Storage (1)			
Removable Disk (E:)	Removable Disk		

\*Note: (E:) 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  in the system tray.
2. A **Safely Remove Hardware** window will pop up. Click to continue.
3. Unplug your DrivePro™ from the USB port.



**WARNING:**



1. To prevent data loss, always follow the proper removal procedures when disconnecting the DrivePro™ from your computer.
2. When the 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.

## **8. DrivePro™ Toolbox Software**

The DrivePro™ Toolbox, developed for Windows, features a user-friendly interface that allows you to select and play videos recorded on your DrivePro™ without the need to install separate codecs.

1. Download the installation files from: <http://www.transcend-info.com/downloads>
2. Install DrivePro™ Toolbox software on your desktop or laptop.

The useful features include:

1. Video Sorting

Easily sort videos by filename, recording date or group.

2. Smooth Video Playback

Connect the DrivePro™ or use a microSD card slot supported card reader or adapter to play back recorded video events on your Windows OS computer.

## 9. Package Contents

- DrivePro™ Car Video Recorder



- Adhesive Mount or Suction Mount



- Car Adapter



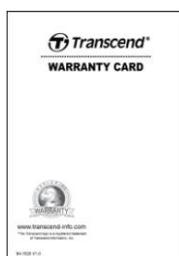
- 16GB microSD Memory Card



- Quick Start Guide



- Warranty Card



## 10. Specifications

<b>Connect Interface:</b>	USB 2.0
<b>Storage Capacity:</b>	MLC-based microSD, 8GB / 16GB / 32GB / 64GB (Class 10 or above)
<b>Dimensions:</b>	55mm(L) x 58mm(W) x 31.15mm(H) 2.17" (L) x 2.28" (W) x 1.22" (H)
<b>Weight:</b>	49g 1.73 oz
<b>Power Supply for Car Lighter Adapter</b>	Input DC10V~30V / 1A (Max.) Output DC5V / 1A
<b>Power Supply for DrivePro™</b>	DC5V / 1A
<b>Battery</b>	Li-Polymer 430mAh
<b>Operating Temperature</b>	-20°C (-4°F) ~ 65°C (149°F)
<b>Video Format:</b>	H.264 (MOV: up to 1920x1080P 30fps)
<b>Lens</b>	F/1.8, 130° wide angle
<b>Resolution / Frame Rate (Max.)</b>	1920 x 1080 30fps 1280 x 720 30fps
<b>Wi-Fi</b>	802.11b/g/n
<b>Certification:</b>	CE, FCC, BSMI, NCC, MIC
<b>Warranty:</b>	2-Year Limited

---

**Note**

1. We strongly recommend the use of MLC- based memory cards to reach the optimal recording performance as car video recorders require extensive read/write. Using TLC-based memory cards on your car video recorder might result in unstable performance.

2. Besides the bundled microSD card, we recommend Transcend's High Endurance microSD card as an additional purchase to reach the most stable recording performance. Please see below for the recommend microSD cards:

- 16/32GB High Endurance microSDHC (TS16G/32GUSDHC10V)
- 64GB High Endurance microSDXC (TS64GUSDXC10V)

---

\* Environmental conditions may increase or decrease specifications

## 11. Frequently Asked Questions

If a problem occurs to your DrivePro™, please first check the instructions listed below before sending your DrivePro™ for repair. If you cannot find any ideal solution to your question below, please consult your dealer, service center, or local Transcend branch office for further help. You can also visit Transcend website for FAQ and Technical Support services. For any Hardware issues, please refer to the DrivePro™ User's Manual.

### ■ My computer operating system cannot detect my DrivePro™

Please check the followings:

1. Is your DrivePro™ properly connected to the USB port? If not, unplug and connect it again. Make sure that both ends of the USB cables are properly connected as shown in the User's Manual.
2. Is your DrivePro™ connected to the Mac keyboard? If yes, try to plug it in an available USB port on your Mac Desktop directly.
3. Is the computer's USB ports enabled? If not, refer to the user's manual of your computer (or motherboard) to enable them.

### ■ Nothing happens when I press the "Emergency Recording" button.

Emergency Recording only works in the recording mode.

### ■ DrivePro™ continues to record after I turn off my car engine.

Cigarette lighter sockets of some types of vehicles will still supply power after the car engine is turned off. If your car is of this type, please unplug your car video recorder from the cigarette lighter socket to avoid unnecessary power consumption and unexpected issues.

### ■ Will DrivePro™ Car Video Recorder continue to record if the microSD card capacity is full?

DrivePro™ series is equipped with loop recording function. The earliest photos will be rewritten by the new ones if the microSD card capacity is full.

## **12. Recycling and Environmental Protection**



**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 that 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.

### **CAUTION**

RISK OF EXPLOSION IF BATTERY IS REPLACED BY AN INCORRECT TYPE.  
DISPOSE OF USED BATTERIES ACCORDING TO THE INSTRUCTIONS.

## **13. 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.

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

## 14. 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 any 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 condition (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 the 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](http://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.



***Transcend Information, Inc.***

[www.transcend-info.com](http://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.

## **15. 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.

## **16. 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,

- (a) GNU General Public License (GPL), the terms of which is currently available at <http://www.gnu.org/licenses/gpl.html> ;
- (b) GNU Lesser General Public License (LGPL), the terms of which is currently available at <http://www.gnu.org/copyleft/lesser.html> ; and/or
- (c) Code Project Open License (CPOLO), 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.