

## END-USER LICENSE AGREEMENT

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“**End User**” shall include You and any of Your clients, employees, consultants, vendors or other third-parties that You may give access to the Software components, including without limitation such party’s agents and employees.

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"**Update(s)**" shall mean the release of a version of Software containing improvements, corrections, modifications, alterations, revisions, extensions, language versions, and/or enhancements to Software and/or documentation made during the term of this Agreement.

"**Upgrade**" shall mean the release of a version of Software containing major changes to the structure of Software where important new features may be added for an upgrade fee.

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The Software is deemed to be delivered and accepted by You on the date it is made available for download or installation.

## **III. GRANT OF LICENSE**

Subject to Your purchase of a license to the Software from an Authorized Partner and compliance with the terms and conditions of this EULA, SSPL grants you a non-exclusive, non-transferable, non-sublicensed, limited license to use or install the Software or any part thereof, solely for Your own internal business operation and only within the Licensed Country and in the manner prescribed hereunder (the "**License**"), in accordance with the term (if any) or until such time that either You or SSPL terminates this EULA.

The License granted to you to install the software is restricted to the number of devices you have requested and paid for. In no event shall You resell, re-compile, re-distribute, re-syndicate, time share or use the Software for the benefit for any third-party or attempt to install the Software on third-party systems or devices.

In the event that Your use of the Software exceeds the limit that You are entitled to, as prescribed in Your Order, You shall be liable to pay for Your excess use.

SSPL reserves the right to deactivate or revoke the license at any point of time in case of non-payment of license fees and / or implementation costs in full as per the specific Subscription Software License or Services Agreement entered into between You and SSPL or an Authorized Partner. This clause shall prevail over any and all other

agreements that You may have been entered into either with SSPL or an Authorized Partner or any other concerned Party.

In the event that the Software or any part thereto is restricted by a Licensed Country, You are permitted to temporarily use the Software while traveling outside such Licensed Country provided that all such usage does not exceed thirty (30) days in a period of twelve-months.

In no event shall You install, operate, use or access the Software in contravention of applicable national/international law and any other restrictions contained hereunder.

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#### **IV. RESTRICTED USE**

Unless expressly permitted in writing by SSPL, You shall not:

- i. sell, resell, transfer, sublicense, lease, loan, redistribute, encumber, publish, assign or otherwise share the Software or any part thereof including but not limited to Your rights under this license (except as expressly provided herein);
- ii. modify, distort, block, abnormally burden, hinder, disrupt, adapt or create derivative works;
- iii. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code;
- iv. create, use and/or distribute "auto", "trainer", "script" or "macro" computer programs or other "cheat" or "hack" programs or software with the Software;
- v. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Software, and/or organise, participate in or be involved in any way in an attack on SSPL's servers and/or the Software and/or those of its Authorized Partners;
- vi. create, supply or use alternative methods of using the Software,
- vii. use Software that is licensed for to a specific device, whether physical or virtual, on another device or server;

- viii. make inappropriate use of the support service or send untruthful reports to members of SSPL's personnel;
- ix. falsely claim to be an employee or representative of SSPL or its partners and/or agents;
- x. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks;
- xi. use the Software with third-party products or service offerings that SSPL has not identified as compatible with the Software, extract SSPL content or make SSPL content available to a third party;
- xii. store inappropriate content or engage in any illegal activity or permit any other person or entity to do so using or accessing the Software;
- xiii. engage in any activity that will violate the rights of third-parties, including, without limitation, through the use, public display, public performance, reproduction, distribution, or modification of communications or materials that infringe copyrights, trademarks, publicity rights, privacy rights, other proprietary rights, or rights against defamation of third-parties.

Violation of any of the abovementioned terms may result in immediate termination and revocation of the License.

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### **UPDATE:**

Any Update will be recognized by an increase in value of number to the right of a decimal point (e.g., version 5.0 to be replaced by version 5.1).

In order to install an Update, You must possess a valid license to the previous version of the Software. Once an Update is installed, this Agreement pertains to the Updated version of Software.

SSPL recommends that You install all Updates that specifically contain bug fixes.

### **UPGRADE:**

An Upgrade will be recognized by an increase in value of the number to the left of the decimal point (e.g., version 5.x to be replaced by version 6.x).

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- iv. purchase the Upgrades or copies separately.

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## **VII. TERMINATION**

SSPL may forthwith terminate the License if You materially breach this EULA and fail to cure the breach within thirty (30) days of receiving a notice from SSPL of the breach.

Either You or SSPL may terminate this EULA at any time, for any reason by giving the other party written notice.

Upon termination, You shall immediately cease using, uninstall, return, destroy or permanently delete all copies of the Software and documentation thereof.

In the event that there are any outstanding amounts payable by You to SSPL or the Authorized Partner upon termination, You shall promptly make such payments.

SSPL is not bound to refund any fee or payments made by You to SSPL or its Authorized Partner for termination of this Agreement for any reason.

## **VIII. INSPECTION**

SSPL may, from time to time, analyse or inspect the Software and ensure that it is used in accordance with the terms of this EULA. You hereby agree and permit SSPL or its Authorized Partner to verify Your use of the Software from time-to-time without giving You prior notice.

Upon request by SSPL, You shall provide SSPL with all records and information concerning your use of the Software within 30 (thirty) days' of receiving such notice. In the event that SSPL discovers any misuse of the Software or breach of the terms of this EULA or unpaid dues payable by You to SSPL or its Authorized Partner, you shall promptly make good such breach.

#### **IX. INTELLECTUAL PROPERTY RIGHTS**

The Software and every part thereof including but not limited to any authorized copies that You may make, the structure, organization, arrangement and source code of Software, designs, layout, functions, logos, patents, trademarks whether registered or not, are the intellectual property of SSPL ("**Intellectual Property**").

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#### **X. REPRESENTATIONS**

You represent and warrant that You have the legal capacity to enter into this EULA and that You will use the Software solely for lawful purposes and in accordance with the terms contained herein.

You further represent and warrant that You shall use the Software only for Your business purposes and not to violate any law, regulation or ordinance or any right of SSPL or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent.

You represent that you are located in a Licensed Country and use of the Software shall not violate any laws applicable to You.

## **XI. LIMITED WARRANTY**

The Software is provided "as-is", and to the maximum extent permitted by applicable law, SSPL disclaims all other warranties, conditions, representations or terms, express or implied, by statute, common law, custom, usage or otherwise, regarding the software and any related materials, including their fitness for a particular purpose, their quality, their merchantability, or their non-infringement. SSPL does not warrant that the software or any related services is secure, or is free from bugs, viruses, errors, or other program limitations nor does it warrant access to the internet or to any other service through the software.

Certain jurisdictions do not permit exclusion of implied warranties, in which event the abovementioned exclusions shall not apply.

## **XII. LIMITED LIABILITY**

Except for the exclusive remedy offered by SSPL in the abovementioned clause on Limited Warranty and any remedies that cannot be excluded or limited under applicable law, SSPL, its Authorized Partners, affiliates, resellers, and certificate authorities shall not be liable to You for any loss, damages, claims, or costs whatsoever including any consequential, indirect, or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party, even if SSPL has been advised of the possibility of such losses, damages, claims, or costs.

Notwithstanding anything contained hereunder, the maximum aggregate liability of SSPL for any claim arising out of this Agreement is limited to the amount paid by You for the Software. This limitation shall apply even in the event of a fundamental or material breach by SSPL of this EULA.

SSPL is acting on behalf of its Authorized Partners, affiliates, and resellers only for the purpose of disclaiming, excluding and limiting obligations, warranties, and liability, but in no other respects and for no other purpose.

The foregoing limitations and exclusions apply to the extent permitted by applicable law in Your jurisdiction. SSPL does not seek to limit Your warranty or remedies to any extent not permitted by law.

### **XIII. INDEMNIFICATION**

You agree that You are solely responsible for any damage caused to SSPL, its Authorized Partners, licensors, employees, partners and associated service providers and subcontractors, other users of the Software or any other individual or legal entity as a result of Your violation of this EULA.

You hereby agree to defend, indemnify and keep indemnified SSPL, its Authorized Partners, affiliates, and their officers, directors, employees, contractors and agents against any claim or alleged claims, liabilities, expenses, losses damages and all costs (including court and reasonable attorney fees), that SSPL may incur directly or indirectly attributable to:

- i. Your failure to obtain any consent, authorization or license required for the use of data, software, materials, systems, networks or other technology provided by SSPL under this Agreement;
- ii. Your use of the Software in a manner not expressly permitted by this Agreement;
- iii. Your failure to comply with any technology, designs, instructions or requirements provided by SSPL or a third party on SSPL's behalf;
- iv. Your violation of applicable laws; and
- v. Any reasonable costs and attorney fees incurred by SSPL to respond to a notice, subpoena, court order or other official government inquiry regarding Your use of the Software.

SSPL reserves the right to take sole responsibility, at its own expense, for conducting the defence of any claim for which You have agreed to indemnify SSPL. This Clause shall survive the termination of this EULA.

### **XIV. THIRD PARTIES**

The Software may contain independent third-party products and relies on them to perform certain functionalities or it may contain links to third party websites ("**Third-Party Online Service**"). SSPL makes no warranty as to the operation of any Third-Party Online Service/s or the accuracy of any third-party information. Your access to

such Third- Party Online Service is governed by such third party's terms and privacy policy. Any such interaction is solely between you and the respective third party.

#### **XV. FEEDBACK**

You may provide SSPL with feedback on the working of the Software by sending an email to \_\_\_\_\_.

You hereby grant SSPL the right to use the feedback provided by You in any manner it may deem fit so long as it is in consistence with applicable laws.

SSPL is not obligated to incorporate or act upon the feedback provided by You.

For any Software or service related issues kindly reach out to the Authorized Partner.

#### **XVI. COMMUNICATION**

By subscribing to the Software or utilizing any part thereto, You consent to SSPL sending You periodic alerts and notices on change to its documents, agreements, reports, privacy policies, advertisements etc. All such communication shall be sent to the email address that You provide SSPL with. The contents of the communication shall be effective upon SSPL sending the same to You, regardless of whether You successfully receive and read the communication or not.

#### **XVII. MISCELLANEOUS**

**ENTIRE AGREEMENT.** This EULA and represent the entire agreement between You and SSPL and shall supersede all prior negotiation, representations or agreements whether oral or written. No change, modification or waiver of any term of this EULA and/or the scope of work under this EULA shall be valid unless it is in writing and signed by both parties.

**ENFORCEABILITY.** If any provision of this EULA is declared void or unenforceable, such provision shall be deemed modified to the extent necessary to allow enforcement, and all other portions of this EULA shall remain in full force and effect.

**SEVERANCE.** If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-

provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**WAIVER.** The failure of either party to require the performance of any terms of this EULA by the other party shall not affect such party's right to enforce the term or terms at a later date, and the waiver by any party of any breach of any provision of this EULA shall not be deemed to be a waiver of any subsequent breach of such provision.

**ASSIGNMENT.** You shall not assign Your rights and obligations under this Agreement to any third party.

**APPLICABLE LAW.** To the extent permitted by applicable law, this EULA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Singapore. You irrevocably agree to the exclusive jurisdiction of Courts at Singapore to settle any dispute or claim that arises out of or in connection with the EULA or its subject matter or formation (including non-contractual disputes or claims).

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