

Please read this End-User License Agreement ("Agreement**") carefully.**

The herein contained License Agreement ("**EULA**") shall be considered a legally binding agreement between You the Licensee (as an individual or an entity, who then shall, within the constraints of this agreement, be referred to as "**You**" or "**Your**") and **Tech4JC PTE LTD** (hereinafter referred to as the "**Company/FYNXT**") for the use of the specified software, other components and/or software modules, including but not limited to required drivers ("**Product**"). Other aspects of the Product may also include, but are not limited to, software updates and any upgrades necessary that the Company may supply to You or make available to You, or that You could obtain after the initial copy of the Product, and as such that said items are not accompanied by a separate license agreement or terms of use.

BY WAY OF THE INSTALLATION, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USE OF THIS PRODUCT, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE HEREIN CONTAINED TERMS OF THIS EULA. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA, YOU THEN HAVE NO RIGHTS TO THE PRODUCT AND SHOULD THEREFORE NOT INSTALL, COPY, DOWNLOAD, ACCESS NOR USE THE PRODUCT.

This Product is hereby protected by copyright laws, as well as any other intellectual property laws prevalent in Singapore. This Product is licensed and not sold.

1. Definitions

- a. "**Agreement**" means the terms and conditions of this End User License Agreement (EULA).
- b. "**Claim**" shall mean any liability, suits, claims, actions, proceedings, losses, damages, judgments and reasonable costs.
- c. "**Documentation**" shall mean the instructions and/or user manuals that describe installation, use, and/or operation of the Software.
- d. "**Improvements**" shall mean, with respect to the Software, all modifications and changes made, developed, acquired or conceived after the date hereof and during the entire term of this Agreement.
- e. "**Intellectual Property Rights**" shall mean copyright, patents, designs, trademarks, trade names, goodwill rights and trade secrets.

- f. **"License Term"** shall be for a limited period specified in the Agreement, unless otherwise provided.
- g. **"Product"** refers to any and all versions of the software that has been developed and is owned by the Company and available for download and/or purchase from the Website.
- h. **"Software"** means and includes means the object code version of any software to which Customer is provided access as part of the service, including any updates or new versions.
- i. **"Source Code"** is the computer programming source code form of the Software in the form maintained by the Company, and includes all non-third-Party executables, libraries, components, and Documentation created or used in the creation, development, maintenance, and support of the Software as well as all updates, error corrections and revisions thereto provided by Company, in whole or in part.

2. Grant of License

- a. Upon payment of the applicable fees for the Software and continuous compliance with the terms and conditions of this Agreement, the Company hereby grants You a license to use the Software subject to the terms contained herein:
 - i. The Company grants the User a non-exclusive, worldwide and subscription license for commercial use (not for resale, re-download, redistribution) of the Product and Software on a single as per the signed order form.

3. Term and Termination

The Term of the agreement shall be extended as per the signed order form signed by You. Should you breach this EULA at any time, your right to the use of the Product will then immediately terminate and shall terminate without any notice being given. However, all provisions of this EULA, with the exception of the License Grant, will remain in effect and thus shall survive termination. Upon termination of the License Grant, You must destroy any and all copies of the Product.

4. License Restrictions

The User shall not use the Software or the Product to:

- a. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of any other person or entity;
- b. Engage in any activity that interferes with or disrupts access to the Website or the services provided therein (or the servers and networks which are connected to the Website);
- c. Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
- d. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever under any law, rule or regulation currently in force; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- e. Infringe the copyright, patent or trademark of another person or legal entity;
- f. Reverse engineer, disassemble, or decompile the Software and Product. The User may neither modify, rent, or resell this Software and Product for profit, nor create derivative works based upon this Product or Software.
- g. Use the Product, Software or Output other than as expressly provided by the license you purchased with respect to such Product.
- h. Falsely represent, expressly or by way of reasonable implication, that the Product or Software was created by you or a person other than the copyright holder of the Product and Software, namely the Website.
- i. Sale or distribution of registered copies of the Product and Software is strictly forbidden. It is a violation of this agreement to loan, rent or resell, lease, borrow, or transfer the use of registered copies of the Product.

5. Confidential Information and Use of Data

- a. Confidentiality: Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates, and contractors who need to know ("Permitted Recipients")
- (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this Agreement, and
- (b) is liable for any breach of this Clause by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. The recipient may disclose Discloser's Confidential Information if required under regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.
- b. How We Use Data: FYNXT will access, process and use data in connection with Your use of the FYNXT Technology following applicable privacy and data protection laws.
- c. Notice and Consent: To the extent Your use of the FYNXT Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the FYNXT Technology.

6. Fees

Fees once paid to the Company is non-refundable. The Fees will be collected upfront on a monthly basis or yearly basis based on the mutual agreement between the parties as per the signed order form. If the fees are not received on time for the next billing cycle, then services of the Company will be dropped.

7. Ownership

Except where agreed in writing, nothing in this Agreement transfers ownership in or grants any license to, any intellectual property rights. You retain any ownership of Your Software and FYNXT retains ownership of the FYNXT Software. FYNXT may use any feedback You provide in connection with Your use of the FYNXT Software as part of its business operations.

8. Intellectual Property Indemnification

You will indemnify and hold the Company harmless from any third-party claim brought against the Company claiming that the Product infringes or misappropriates patent, copyright, trademark, trade secret, or other intellectual property rights of a third party due to modifications or usage by You, or due to any breach of this Agreement or due to breach of any license terms by You.

9. Indemnification

You shall indemnify and hold the Company harmless from claims, liabilities, damages, cost (inclusive of all Legal Costs), expenses arising out of:

- a. Any willful default or negligent act committed by You or any of Your officials or employees in relation to the performance of this Agreement.
- b. Any breach of third-party rights.
- c. Non-compliance with law in case of any notice, summons or memorandum or consumer complaint received from any Statutory Authority or in the event of institution of litigation against You for default, or any non-compliance with laws that are directly attributable to You, and You shall indemnify the Company against any awarded damages, compensation or reasonable legal fees arising out of such default or non-compliance thereof directly attributable to You.

10. Warranties and Representations

You hereby expressly agree and acknowledge that, except as provided in this Agreement, the Software is provided "**as is**" and "**as available**" without any representations, conditions, warranties or covenants whatsoever concerning the Software, including without limitation, any express, statutory or implied representations, warranties or conditions of

merchantability, merchantable quality, satisfactory quality or fitness for a particular purpose, or arising otherwise in law or from a course of dealing or usage of trade, all of which are expressly disclaimed and excluded. The Company does not warrant that the Software shall be error-free or will perform uninterrupted. You would be responsible to train your internal and external users on the product features and functionalities.

11. Limitation of Liability

In no event shall the company be liable to you or a third party for any special, punitive, indirect, incidental or consequential damages (including loss of use, data, business or profits, business interruption) arising out of or in connection with this agreement or the use or performance of the software, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not you or the third party has been advised of the possibility of such loss or damage.

In any event, company's maximum aggregate liability (whether in contract or under any other form or liability) for damages or loss, howsoever arising or caused, whether or not arising from company's negligence, shall not be in excess of the prorated amount of license fees paid to company hereunder in preceding one (01) month of the event which is giving right to such claim. The foregoing liability cap shall apply notwithstanding the failure of essential purpose of any limited warranty or remedy herein.

12. Verification

During the Usage Term z, You will take reasonable steps to maintain complete and accurate records of Your use of the FYNXT Technology sufficient to verify compliance with this Agreement. Upon reasonable advance notice, and no more than once per **1-month period**, You will, within **30 (Thirty) days** from FYNXT's notice, allow FYNXT and its auditors access to the Verification Records and any applicable books, systems, and accounts during Your normal business hours. If the verification process discloses the underpayment of fees:

- (a) You will pay such fees; and
- (b) You will also pay the reasonable cost of the audit if the fees owed to FYNXT, as a

result, exceed the amounts You paid for Your Usage Rights by more than 5%.

13. General Provisions

- a. Survival: Clauses 3, 5, 7, 10, 12 and 13 survive termination or expiration of this Agreement.
- b. Third-Party Beneficiaries: This Agreement does not grant any right or cause of action to any third party.
- c. Assignment and Subcontracting: Except as set out below, neither party may assign or novate this Agreement in whole or in part without the other party's express written consent. FYNXT may
 - (a) by written notice to You, assign or novate this Agreement in whole or in part to an Affiliate of FYNXT, or otherwise as part of a sale or transfer of any part of its business; or
 - (b) subcontract any performance associated with the FYNXT Technology to third parties, provided that such subcontract does not relieve FYNXT of any of its obligations under this Agreement.
- d. Modifications to the Agreement: FYNXT may change this Agreement or any of its components by updating this Agreement on FYNXT.com. Changes to the Agreement apply to any Entitlements acquired or renewed after the date of modification.
- e. Compliance with Laws: Each party will comply with all laws and regulations applicable to their respective obligations under this Agreement FYNXT may restrict the availability of the FYNXT in any particular location or modify or discontinue features to comply with applicable laws and regulations. You acknowledge that You are the entity responsible for complying with such laws.
- f. Governing Law and Venue: This Agreement, and any disputes arising from it, will be governed exclusively by the applicable governing law of **Singapore**. The courts located in **Singapore** will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction

of the above-mentioned jurisdiction. Regardless of the governing law, FYNXT may seek interim injunctive relief in any court of appropriate jurisdiction concerning any alleged breach of FYNXT's intellectual property or proprietary rights.

- g. Notice: Any notice delivered by FYNXT to You under this Agreement will be delivered via email to sales@fynxt.com. Notices to FYNXT should be sent to

Tech4JC PTE LTD

*3 Phillip Street #13-04,
Royal Group Building,
Singapore 048693.*

- h. Force Majeure: Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.
- i. No Waiver: Failure by either party to enforce any right under this Agreement will not waive that right.
- j. Severability: If any portion of this Agreement is not enforceable, it will not affect any other terms.
- k. Entire Agreement: This Agreement is the complete Agreement between the parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).
- l. Order of Precedence: If there is any conflict between this EULA and terms of any other previously signed Agreement between the Parties herein, the order of precedence shall be:
- This EULA; then
 - SLA or any other agreement signed between the Parties.