

## **369 DATA SOLUTIONS® PTE. LTD. Terms of Service**

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### **End User License Agreement**

1. This End-User License Agreement (the “Agreement”) is a legal agreement between you as an individual and 369 Data Solutions®Pte. Ltd. – henceforth referred to as “369DS” - for evaluation and use of the software ‘EZfind®’ (including all ancillary applications provided) and any associated documentation provided (collectively, henceforth referred as “Software”).
2. By downloading, installing, or using the Software: (1) you accept that the Software is an Individual/Personal Edition and agree to use the Software for Individual/Personal purposes and not for Commercial purposes, (2) you represent that you understand the terms of this Agreement, and (3) you accept the terms of this Agreement and you consent to be bound by this Agreement.
3. Do not download, install, or use this Software, if you do not wish to agree to be bound by these terms and conditions.

### **General License Agreement**

#### **4. General Licence Grant**

After the payment of all applicable license and / or subscription fees and charges, and receiving the “Purchase Order Confirmation” via an e-mail or other documentation, 369 DS grants you the limited, non-exclusive, non-transferable license to install and use the Software in accordance with this Agreement. If your purchase order or other documentation contains terms in addition to, or different than, the terms of this Agreement, those terms in that purchase order or other documentation shall be disregarded and the terms of this Agreement shall control

#### **5. License Options**

Your license to install and use the software shall be in accordance with one or more of the following license options, as set forth on the Purchase Order Confirmation or in your request for evaluation/Trial software. In order to use the software, the user must be connected to the internet at all times. The authentication is handled remotely over the internet via a user login mechanism. The Software may contain a software license management tool (a “Subscription Manager”) that regulates your use of the Software. All of the licensed activity described below must be subject to the control of the Subscription Manager, and you may not install or use the Software in a manner that circumvents or interferes with the operation of the Subscription Manager or any other technological measure that controls access to the Software.

##### **5.1 Trial / Demo (Evaluation) License**

Your license to install and use the software shall be in accordance with one or more of the following license options, as set forth on the Purchase Order Confirmation or in your request for evaluation/Trial software. In order to use the software, the user must be connected to the internet at all times. The authentication is handled remotely over the internet via a user login mechanism. The Software may contain a software license management tool (a "Subscription Manager") that regulates your use of the Software. All of the licensed activity described below must be subject to the control of the Subscription Manager, and you may not install or use the Software in a manner that circumvents or interferes with the operation of the Subscription Manager or any other technological measure that controls access to the Software

### 5.2 Individual / Personal License

One identified individual (named-user) may use the Software. The Software may be installed on any number of computers necessary to support the named-user ("Licensee/Subscriber") so long as the Software is used only by the named-user. But, at any point in time, the named-user shall login from a single computer / device only.

## 6. Restrictions

It is your responsibility to ensure compliance with the terms of this Agreement. Except as may otherwise expressly be provided herein and as otherwise expressly permitted by law, you shall not, directly or indirectly:

- 6.1 Use the Software in a manner that infringes any third party's copyrights or any other rights;
- 6.2 Make any translation, adaptation, arrangement, modification, derivative work or other alteration of the Software;
- 6.3 Distribute, sell, give away, hire or lease the Software, or another product wholly or partially derived from the Software, or offer to do any of the foregoing;
- 6.4 Assign, sell, lease, rent, time-share, or otherwise make all or any part of the Software available for installation or use by any third party, as a service bureau, application service provider or otherwise;
- 6.5 Assign, sell, lease, rent, time-share, or otherwise make all or any part of the Software available for installation or use by any third party, as a service bureau, application service provider or otherwise.

## 7. Transfer and Assignment

This Agreement is personal and may not be assigned or assumed (including by operation of law), and any attempt to do so is void.

## 8. Term and Termination of License

- 8.1 The term of this Agreement, and the license granted hereunder, shall commence (i) upon receipt of a Purchase Order (for non-Demo/non-trial) by 369 DS or (ii) upon

- express authorization by 369 DS (for Demo/Trial) and shall continue for the term stated on the applicable Purchase Order Confirmation as issued by 369 DS;
- 8.2 This Agreement and the license granted hereunder shall terminate immediately and automatically if you have not paid any license fees or other charges due to 369 DS within seven (7) days after obtaining the Demo/Trial version. Also, no leeway period would be granted for renewing the license once the subscription period of the non-Demo/non-trial version has ended;
- 8.3 Without prejudice to any other rights, 369 DS may immediately terminate this Agreement and the license granted hereunder if you fail to comply with the terms and conditions of this Agreement;
- 8.4 Upon termination of the license for any reason, you must immediately destroy and stop using all copies of the Software (including purging all storage media on which such Software is installed or otherwise stored) and all of its component parts;
- 8.5 Upon termination of this Agreement, the provisions of Sections **6, 9, 11, 12, 14** and **16** shall survive.
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- 9.1 All copyrights, trademarks and all other intellectual property rights in and to the Software are and shall remain the sole and exclusive property of 369 DS. Nothing in this Agreement shall confer any rights in any trade name, business name or trademark of 369 DS to you;
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- 10.3 Applicable Laws Compliance. You agree that You shall use the Software and Documentation solely in a manner that complies with all applicable laws in the

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### 12. Limitation of Liability

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### 13. Compliance with Agreement

You agree that within fifteen (15) days of a request from 369 DS or 369 DS's authorised representative you will fully document and certify that your use of the Software at the time of the request is in conformity the terms of this Agreement and you agree to permit 369 DS or its authorised representative to verify the accuracy of your certification.

### 14. Jurisdiction

This Agreement is governed by the laws of 'The Republic of Singapore', where the company is domiciled.

### 15. Customer Identification

You grant 369 DS the right to use your suggestions and feedback to modify and improve the Software.

### 16. Severability

If any provision of this Agreement is held to be unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force. This Agreement may be modified or amended only in writing signed by both you and 369 DS.

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