

This End User License Agreement (“EULA”) is entered into on this .. day of ... 202. by and between

A. Perx Technologies Pte. Ltd., a private limited company duly incorporated and validly existing under the laws of the Republic of Singapore and having its registered office at 20A Tanjong Pagar Road, Singapore 088443 (“Licensor”), and

B., (“Licensee”).

each hereinafter referred to as “Party” and collectively as “Parties”.

This EULA governs the Licensee’s use of: (a) the Perx customer engagement platform under a Software as a Service arrangement, provided to the Licensee pursuant to a separate purchase contract, purchase order, quote, order form, invoice or other procurement process (each, an “Order”); (b) updates to the software (“Updates”); (c) the documentation for such software; and (d) all copies of the foregoing (collectively, “Software”). Upon acceptance of this EULA, the Licensee agrees to the terms and conditions of this EULA and represents and warrants that it has authority to take all relevant actions to enter into this EULA, and that this EULA will be binding on the Licensee.

If the Licensee has purchased the Software from a third party (“Reseller”) who sublicenses the Software to the Licensee under the terms of an agreement between the Licensee and such Reseller (a “Sublicense Agreement”), then the terms of the Licensee’s Sublicense Agreement with the Reseller shall govern the Licensee’s use of the Software and not this EULA.

Resellers may only grant rights, and must pass through conditions, consistent with this EULA. Thus, even though the Licensee’s Sublicense Agreement is between the Licensee and the Reseller, by signing on and using the Software, the Licensee acknowledges and agrees that: (a) any license rights in the Sublicense Agreement that are greater than the license rights in this EULA shall not apply; (b) any license conditions in this EULA that are not contained in the Sublicense Agreement apply to the Licensee; (c) the limitations of liability set forth in this EULA will apply in favour of the Licensor, its affiliates and suppliers despite the existence of a Sublicense Agreement; and (d) Licensor is a third-party beneficiary of the Sublicense Agreement and is entitled to exercise and enforce all of the Reseller’s rights and benefits under that Sublicense Agreement.

1. License Grant.

1.1. Right to Use. Subject to and in consideration of the Licensee’s full compliance with the terms and conditions of this EULA, Licensor grants to the Licensee a personal, non-exclusive license to use the Software during the period stated in the applicable Order (if no period is specified, the Licensee may use the Software perpetually). This license grant allows the Licensee to use the Software in connection with its ordinary business operations.

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1.3. Ownership. The Licensor, on behalf of itself and its affiliates, retains ownership of the Works and all related intellectual property rights.

2. License Conditions.

2.1. the Licensee undertakes i) to use only the license keys and/ or access codes provided by the Licensor or the Reseller, ii) treat the Software as Licensor confidential information, iii) access and use the Software only in accordance with the applicable units of measure (for example, monthly active end users), each as may be specified on the Licensee's Order, and iv) comply with all Third Party Terms (as defined in Section 5 below).

2.2. Except as otherwise permitted by this EULA or by mandatory law (meaning a law that the parties cannot change by contract), the Licensee must not, and must not allow its Permitted Third Parties, to i) modify or remove any proprietary notices or markings on or in the Software, if any, and ii) transfer license keys or access codes to any other person or entity; iii) download Updates from Licensor or an authorized Reseller unless a valid support agreement is in place; iv) violate or circumvent any technological use restrictions in the Software; v) sell, loan, rent, lease, sublicense, distribute or encumber (e.g., by lien, security interest, etc.) the Software; vi) use any trademarks or service marks of Licensor, its affiliates or suppliers; vii) provide access to the Software or allow use by any third party, other than Permitted Third Parties, without Licensor's prior written consent; viii) copy, reproduce, republish, upload, post or transmit the Software in any way; ix) modify or create derivative works based upon the Software, or decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; x) attack or attempt to undermine the security, integrity, authentication or intended operation of the Software; xi) use the Software to create a competitive offering; xii) use the Software to create other software, products or technologies, or xiii) assign this EULA, or any right or obligation under this EULA, or delegate any performance, without the Licensor's prior written consent. Even if Licensor consents to an assignment, the Licensee remains responsible for all obligations under this EULA that the Licensee incurred prior to the effective date of the assignment.

3. Transferability. The Licensee may not transfer the Software to another person or entity without the express written permission of the Licensor, unless allowed by applicable law stating that transfer may not be restricted (note that a transfer fee may be charged by the Licensor).

4. Compliance Verification. The Licensee must: (a) maintain and use systems and procedures that allow the Licensee to accurately track the Licensee's use of the Software; (b) certify to the Licensor in writing, at the Licensor's request, that the Licensee's use of Software fully complies with this EULA, and (c) cooperate fully and timely with the Licensor and its auditors if the Licensor notifies the Licensee that it will conduct an audit to confirm the Licensor's compliance with this EULA. Any such audit will be conducted during normal business hours.

5. Third Party Software. "Third Party Software" is software, including open-source software, that is contained in or provided with the Software and is licensed by a third party under its own terms of use ("Third Party Terms"). Third Party Software is governed solely by the applicable Third Party Terms and not by this EULA.

6. Development Tools. If the Software includes development tools, such as scripting tools, APIs or sample scripts (collectively "Development Tools"), and unless there is a separate agreement between the Licensor and the Licensee for the Development Tools, the Licensee may use such Development Tools to create new scripts for the purpose of customizing the Licensee's use, integration and implementation of the Software (within the parameters set forth in this EULA and in the Development Tools themselves) and for no other purpose.

7. **Evaluation Software.** This EULA does not license use of Software for evaluation purposes ("Evaluation Software") except to the extent these terms may be invoked by the separate license terms and conditions accompanying that Evaluation Software.

8. **Support Services Not Included.** If the Licensee purchases maintenance and support for the Software, such services are identified in the Licensee's separate Order and will be provided under a separate services agreement.

9. **Termination.** This EULA automatically terminates at the end of the relevant subscription period unless the Licensor renews its rights for a further period. The Licensor may terminate this EULA if the Licensee or a Permitted Third Party commits a breach of this EULA and fails to cure such breach within thirty (30) days following the Licensee's receipt of notice of the breach from the Licensor. This right to terminate applies accordingly if the Licensor or the Reseller from whom the Licensor made its purchase does not receive timely payment for the licenses to the Software. When this EULA terminates, all licenses granted automatically terminate and the Licensor must immediately cease use of the Software. Except as otherwise agreed by the Licensor, the Licensee will not get a refund from the Licensor if this EULA is terminated. Rights and obligations under Sections of this EULA that, by their nature should survive, will survive termination, as well as obligations for payment.

10. **Warranty Disclaimer.** Under this EULA, the Licensor provides neither any warranties for the Software nor does it provide support for the Software unless specifically agreed in writing. The Licensor's rights under any warranties and any support entitlements for Software subscribed to for a fee are solely between the Licensor and the Reseller from whom the Licensee has procured access to the Software and related support, and are defined under the commercial terms agreed between the Licensor and the Reseller. Accordingly, except as otherwise offered by the Licensor, the Software is provided by the Licensor under this EULA "As Is" without any warranties or conditions. To the maximum extent permitted by applicable law, the Licensor, on behalf of itself and its affiliates and suppliers: (a) makes no express warranties or conditions related to the Software; (b) disclaims all implied warranties and conditions related to the Software, including merchantability, fitness for a particular purpose, title, and non-infringement; and (c) disclaims any warranty or condition arising by statute, operation of law, course of dealing or performance, or usage of trade. The Licensor does not warrant uninterrupted or error-free operation of the Software. This Section does not affect or modify any of the statutory warranty rights that are available to consumers.

11. **Limitation of Liability.**

11.1. **Limitations on Damages.** The limitations, exclusions and disclaimers set forth in a pre-existing agreement or the Licensor's General Terms and Conditions that apply to the Licensee's Order (in each case, the "Order Terms") shall apply to all disputes, claims or controversies (whether in contract, tort or otherwise) between the Licensee and Licensor related to or arising out of: (a) this EULA; (b) the breach, termination or validity of this EULA; or (c) any Orders (each, a "Dispute"). In the absence of applicable Order Terms, the terms set forth in this Section shall apply to all Disputes.

The terms of this Section are agreed allocations of risk constituting part of the consideration for Licensor's licensing of Software to and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a Party has been advised of the possibility of the liabilities. If applicable law prohibits any portion of the limits on liability stated below, the Parties agree that such limitation will be automatically modified, but only to the extent required to make the limitation compliant with applicable law.

A. Limitation on Direct Damages. Except for the Licensee's obligation to pay for the Software, or for the Licensee's violation of the License Grant and License Conditions set forth herein or of Licensor's intellectual property rights, the total liability of the Licensee and Licensor arising out of any Dispute is limited to the amount the Licensee paid for the Software that is the subject of the Dispute, but excluding amounts received as reimbursement of expenses or payment of taxes. Notwithstanding anything otherwise set forth above, the Licensor has no liability for any direct damages resulting from the Licensee's use or attempted use of Third Party Software, Free Software or Development Tools.

B. Disclaimer of Certain Other Damages. Except for the Licensee's obligation to pay for the Software, or for the Licensee's violation of the License Grant and License Conditions set forth herein or of the Licensor's intellectual property rights, neither the Licensee nor Licensor (including Licensor's affiliates and suppliers) shall have any liability under this EULA for special, consequential, exemplary, punitive, incidental or indirect damages, or for lost profits, loss of revenue, loss or corruption of data, loss of use or procurement of substitute products or services.

11.2. Regular Backups. The Licensee is solely responsible for its data. The Licensee must back up its data before the Licensor or a third party performs any remedial, upgrade or other work. The Licensee acknowledges that it is a best practice to have more than one back up copy of its data. If applicable law prohibits exclusion of liability for lost data, then Licensor will only be liable for the cost of the typical effort to recover the lost data from the Licensee's last available back up.

11.3. Limitation Period. Except as stated in this Section, all claims must be made within the period specified by applicable law. If the law allows the Parties to specify a shorter period for bringing claims, or the law does not provide a time at all, then claims must be made within 6 (six) months after the cause of action accrues.

12. Additional Terms.

12.1. Notices. The Parties will provide all notices under this EULA in writing. Unless provided otherwise in an Order, the Licensee must provide notices by e-mail to accounts@perxtech.com.

12.2. Waiver and Severability. Failure to enforce a provision of this EULA will not constitute a waiver of that or any other provision of this EULA. If a court of competent jurisdiction determines that any part of this EULA or document that incorporates this EULA by reference is unenforceable, that ruling will not affect the validity of all remaining parts.

12.3. Modifications. This EULA may only be modified in writing signed by both Parties; provided, however, that Licensor may, in its sole discretion, update the Subscription Terms at any time. Any changes that the Licensor makes to the Subscription Terms will only apply to Orders that occur after the Licensor posts those changes online.

12.4. Governing Law and Jurisdiction. If the Licensor has obtained access to use the Software directly from the Licensee, then the governing law and jurisdiction provisions set forth in the Licensee's Order Terms shall apply to this EULA. Otherwise the following shall apply:

A. Subject to Section 12.4 D and 12.5, if the Licensee is domiciled in the United States or Canada: (1) this EULA and any Dispute is governed by the laws of the State of Florida (excluding the conflicts of law rules) and the federal laws of the United States; and (2) to the extent permitted by law, the state and federal courts located in Florida will have exclusive jurisdiction for any Dispute. Both Parties agree to submit to the personal jurisdiction of the state and federal courts located within Orange county, Florida, and agree to waive any and all objections to the exercise of jurisdiction over the Parties by those courts and to venue in those courts.

B. Subject to Section 12.4 D, if the Licensee is domiciled outside of the United States or Canada: (1) this EULA and any Dispute is governed by the substantive laws in force in the country in which the Licensor is located; and (2) the exclusive place of jurisdiction for any Dispute shall be in such country.

C. In any event, neither the U.N. Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act shall apply to this EULA or any Dispute.

12.5. Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

12.6 Entire Agreement. The Licensee acknowledges that it has read this EULA, that it understands it, that it agrees to be bound by its terms, and that this EULA, along with the Order Terms into which this EULA may be incorporated (as applicable), is the complete and exclusive statement of the agreement between the Licensee and the Licensor regarding the Licensee's use of the Software.

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