

## END USER LICENCE AGREEMENT FOR DATA PIPES

This End User Licence Agreement (“**EULA**”) entered into between you and us, each as supplemented, amended or modified from time to time, shall be collectively referred to as this “**Agreement**”.

“**Service**” refers to the Software subscription and enterprise support relating to Data Pipes.

### 1. Licence

- 1.1 Subject always to your due compliance with all terms and conditions in this Agreement, we hereby grant to you a royalty-free, non-exclusive, worldwide (subject to Clause 6.6), non-transferable (except as permitted under Clause 15.3) non-terminable (except as under Clause 5.2, Clause 13 and/or Clause 14) licence to you to install, access, receive and use the Software only for use with the Service in accordance with this Agreement, and to allow your Users to access, receive and use the Software in your AWS account only for use with the Service in accordance with this Agreement. “**Software**” means the computer software provided by us relating to Data Pipes, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases, or new versions of the Software that we provide under this Agreement. “**User**” means your Affiliates, employees, non-employee workers or those of your Affiliates, your contractors or any of your Affiliates' contractors, other person, software program or computer systems authorised by you to access and use the Software and Service as permitted under this Agreement.
- 1.2 The Software and Service shall be for your internal business use and you will not, and will not permit your Users to, resell, distribute or commercially exploit the Software and Service, or otherwise use the Software and Service for the benefit of any third party.
- 1.3 You may make a reasonable number of copies of the Documentation as necessary to use such Software in accordance with the terms and conditions of this Agreement, provided that you include all proprietary legends and other notices on all copies. “**Documentation**” means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Software (including all information included or incorporated by reference in the product description of Data Pipes or CloudCover's website (the “**Website**”)), its use, operation and maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that we publish or provide under this Agreement.
- 1.4 With respect to the Software, the Documentation and any other items, materials or deliverables that we provide or are obligated to provide as part of the Service under this Agreement, collectively referred to as the “**Licenced Materials**”, you (i) remain responsible for all obligations arising hereunder in connection with each User's access and use of the Licenced Materials; and (ii) agree to be directly liable for any act or omission by each User to the same degree as if the act or omission were performed by you such that a breach by such User of the provisions of this Agreement will be deemed to be a breach by you. The performance of any act or omission under this Agreement by such User will be deemed as your act or omission.
- 1.5 You further agree not to: (a) reverse engineer, decompile, disassemble, disable, tamper with, or otherwise circumvent the restrictions, mechanisms or technical limitations in the Licenced Materials; (b) copy, modify, create derivative works or otherwise extract any program, source code, underlying ideas, or algorithms in the Licenced Materials or any part thereof; (c) sell, resell, licence, sublicense, distribute, make available, rent, lease, commercially exploit the Licenced Materials or any part thereof, or otherwise use the Licenced Materials or any part thereof for the benefit of any third party; (d) use the Licenced Materials or any part thereof in a manner which infringe the intellectual property rights or other rights of any third party; (e) obtain or grant unauthorized access to, interfere with, impair, restrict, degrade or otherwise undermine the security, integrity, functionality or performance of the

Licensed Materials or any part thereof; or (f) use the Licensed Materials or any part thereof to act as a consultant, service bureau or application service provider.

- 1.6 The Software may contain or be provided with components that are commonly known as “Open Source Software,” i.e. software for which the source code is generally available, and that are licensed under the terms of various published open source software licence agreements or copyright notices accompanying such software (“**Open Source Software**”). To the extent required by the licence to which a particular Open Source Software is subject, the terms of such licence will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.
- 1.7 We retain all rights not expressly granted to you under this Agreement.

## 2. Our Service

- 2.1 Our Service and Software is provided via the AWS cloud platform only and is dependent on your continued subscription and access to the AWS cloud platform. If your subscription or access to the AWS cloud platform is suspended or terminated for any reason, our Service and Software will similarly suspend for such corresponding periods of suspension and we may, as we deem fit, terminate our Service to you immediately by way of written notice, in which case the provisions of Clauses 12, 13 and 14 below will apply.
- 2.2 Our Service and Software do not extend to your hardware or any equipment that you have outside of the AWS cloud platform or to any applications that you use in conjunction with the Software or Service. We are not required to ensure the interoperability and/or compatibility of our Service and Software with such hardware, equipment and/or applications.
- 2.3 We agree to provide the Service in a professional manner in accordance with industry standards and subject to the terms and conditions set out herein. At our discretion, we shall be entitled to delegate the performance of any of our obligations undertaken by us to our Affiliates and assign the right to exercise any of our rights granted to us under this Agreement to any of our Affiliates. The term “**Affiliate**” means any related corporation of a Party as defined under section 6 of the Singapore Companies Act 1967 and their successors and assigns. Our Affiliates shall include 2nd Watch Inc., ST Telemedia Cloud Pte. Ltd., Cloud Comrade Pte. Ltd., Armor Defense Asia Pte. Ltd., their respective subsidiaries, and the successors and assigns of the foregoing, together with any other companies which we shall notify to you from time to time in writing.
- 2.4 The Service and Software will be provided by us remotely. Where we are required to attend at your premises, for example for training or commissioning, this shall be mutually agreed by the Parties.
- 2.5 If we notify you that any part of the Service and the Software is subject to any applicable third party end-user terms and conditions (“**EUTC**”), you undertake to agree and comply with such terms and conditions. In the event of an inconsistency between this Agreement and an EUTC, such EUTC shall prevail over this Agreement to the extent of such inconsistency. Unless otherwise expressly agreed in writing between you and us, we do not licence or grant rights to you to the use of any software which may be required to be used by you to access, utilise or obtain the full benefit of the Service. Where the use of any applicable software is required, you shall enter into an end user licence agreement directly with the provider of the software and shall be responsible for ensuring due compliance with such relevant terms and conditions.
- 2.6 The Service and the Software are not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation control systems, air traffic control, or weapons systems or any other

application in which the failure of the Software could lead to severe physical or environmental damage ("**High Risk Activities**") and you will not use the Service and the Software for High Risk Activities.

- 2.7 The number of Users that may have access to the Service and the Software is limited to the number expressly stated in the AWS Marketplace listing. You are solely responsible for the addition and removal of Users, and Fees will be charged at the prevailing rates based on the number of Users. For the avoidance of doubt, such Users' licenses are non-cancelable, and fees paid are non-refundable.

### 3. Support Services and Service Levels

- 3.1 Our support and maintenance services for the Software ("**Support Services**"), and our committed service levels are set out on the following page <https://www.home.datapipes.io/enterprise-support>.
- 3.2 Our Support Services are conditional upon you providing to us all relevant access to such environments, information, systems and accounts as may be required for the provision of the Support Services which we will notify you from time to time. You agree and acknowledge that we shall have no liability to you for the failure of any Support Services if that arises from our inability to gain access to such environments, information, systems or accounts as we may require to provide such Support Services.
- 3.3 Our Support Services do not extend to supporting or maintaining or ensuring interoperability and/or compatibility of your hardware, systems, applications, processes, or any other software that you may install or use for the purpose of accessing or using our Service and/or Software.

### 4. Price and Payment

- 4.1 The fees and charges for the Service (the "**Fees**") are as set out in the "Pricing" tab of the product listing on AWS Marketplace listing and shall be payable in advance before the commencement of the Service. The Fees are strictly for the Service provided by CloudCover and shall not be deemed to be royalty payments. You acknowledge that billing in relation to any work done on your premises (e.g. training, physical installation, and any travel costs and expenses that have been incurred in accordance with this Agreement) will be set out in a separate invoice.
- 4.2 In the event of premature termination of this Agreement (however occasioned), you shall pay all Fees that remain outstanding as at the date of termination, notwithstanding that they may be payable in advance. In the event of late payment, we shall be entitled to charge interest at a rate not exceeding 1.5% per month (both before and after any judgement) on the sums outstanding until receipt of full payment of the same.
- 4.3 Without prejudice to any other rights we may have, you agree that in the event of any non-payment of Fees, we shall have the right to terminate or suspend any or all of the Service at any time without liability to you and with no obligation to refund any advance payments, after fourteen (14) days' prior written notice of the same.
- 4.4 You shall be liable and responsible for any and all applicable taxes, including, without limitation, income taxes, taxes imposed by the Goods and Service Tax Act 1993, any and all tax which you are required to withhold or deduct from your payments to us or other taxes, levies, duties or fees whether charged to or against any Party, arising out of or in connection with this Agreement ("**Taxes**"). All payments to us shall be made without any withholding or deduction for any Taxes, and in the event that you are required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to us, you shall increase the sum payable to us by an amount necessary for us to receive a net amount equal to the amount which we would have received had the payment not been made subject to such Taxes. You agree to promptly provide to us the applicable receipts or other

documentary evidence of receipt from the relevant tax authorities evidencing your payment of the taxes that you have withheld or deducted in connection with this Agreement.

- 4.5 Your payment date in respect of each invoice will be as set out in such invoice. The Fees, all amounts due under this Agreement and prices making reference to this Agreement, shall be in United States dollars (US\$) unless stated otherwise.
- 4.6 You shall not have any right of set-off, deduction, or counterclaim, against any amount payable to us, save only as expressly required under applicable laws.
- 4.7 If you wish in good faith to dispute an invoice or fee, you must notify us of your dispute within seven (7) days of the date of the invoice. Otherwise, the contents of such invoice shall be binding and conclusive on you for all purposes whatsoever, and you will be deemed to have accepted the invoice and all amounts thereunder will be payable in accordance with this Clause 4. You further agree that all such invoices are admissible in evidence. You will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such invoices, and you waive any of your rights, if any, to so object. Your notice (the "**Notification**") must specify the reasons why the invoice is disputed, the amount in dispute and any written records supporting your dispute. Notwithstanding any dispute regarding an invoice, you shall nonetheless pay the undisputed portion of the Fees in accordance with Clause 4. We shall, within thirty (30) days of receipt of the Notification, conduct a review of the dispute and will provide you with a written response and such response shall be final and binding on the Parties. If the dispute is resolved in our favour, you agree to pay interest on such disputed amounts.

## 5. Intellectual Property

- 5.1 Unless otherwise expressly provided herein, nothing in this Agreement shall give either Party any rights in respect of any trade names or trademarks owned or used by the other in relation to the Service or of the goodwill associated therewith, and each Party hereby acknowledges that, except as expressly provided in this Agreement, neither shall acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the other.
- 5.2 We and our Affiliates own or have rights to licence such right, title and interest (including any patent, copyright, registered design, trademark or other industrial or intellectual property right, or any part thereof, and applications for any of the foregoing ("**Intellectual Property**")) in respect of the Licenced Materials and the Service or any part thereof. Subject always to the terms of this Agreement and, any licence and permission granted to you pursuant to this Agreement is limited, revocable with or without cause, non-exclusive and non-transferable right. To the extent you are provided Intellectual Property or other rights under a separate licence, such separate licence shall prevail in the event of any conflict between this Agreement and such separate licence with respect to the subject matter of such separate licence.
- 5.3 If you provide any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licenced Materials or Support Services ("**Feedback**"), we may use and incorporate the Feedback into our products and services without any attribution or liability to you and all Intellectual Property to any improvements to our products and services shall belong solely and entirely to us. You will have no obligation to provide Feedback, and all Feedback is provided by you "as is" and without warranty of any kind.
- 5.4 If any of the Licenced Materials is held, or in our opinion is likely to be held, to infringe, misappropriate or violate any intellectual property rights of any third party ("**Breach**"), or, if based on any claimed infringement, misappropriation or violation of any intellectual property rights of any third party, an injunction is obtained, or in our opinion an injunction is likely to be obtained, that would prohibit or interfere with your use of the Licenced Materials under this Agreement ("**Prohibition**"), then we will, at our option and expense, either: (a) procure for you the right to continue using the affected Licenced

Materials in accordance with the licence granted under this Agreement; or (b) modify or replace the affected Licenced Materials so that the modified or replacement Licenced Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any intellectual property right of any third-party; or (c) notify you, following which either Party may terminate this Agreement, and in which case we will refund to you any Fees prepaid to us by you and prorated for the unused portion of the Service. You accept that the remedies set out in this Clause 5.4 shall constitute your sole and exclusive remedy of any event of Breach or Prohibition.

## 6. Representations, Warranties and Undertakings

- 6.1 You agree that we and our Affiliates do not represent, warrant or undertake any matter, obligation, or the existence or non-existence of any state of affairs not expressly provided in this Agreement. To the maximum extent permitted by the applicable laws, you acknowledge that we and our Affiliates disclaim and exclude all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute, common law, course of performance, course of dealing, or trade usage, including but not limited to, any implied warranty of merchantability, title, fitness for any particular purpose and/or non-infringement of the Service and the Software. We and our Affiliates do not monitor or exercise control over the content or the information accessed, used or transmitted through the Service. The Service and the Software are provided on an “as is” and “as available” basis, and use of the Service and the Software is entirely at your own risk. You shall employ techniques independent of the Service and the Software, including manual analysis and verification of the output of the Service and the Software, to verify the accuracy of the output of the Service and the Software. The accuracy and efficiency of the Service and the Software may vary or be affected by variables beyond our or our Affiliates’ knowledge or control.
- 6.2 Each Party represents and warrants to the other Party that (a) it has full power and authority to enter into this Agreement, and (b) the performance of its obligations and use of the Service will not violate any laws or regulations or cause a breach of any agreements with any third parties or interfere with its performance of its obligations and exercise of rights under this Agreement.
- 6.3 Each Party undertakes to (a) unless otherwise specified, be responsible for obtaining all licences, permits and approvals which are necessary or advisable for its performance of its obligations and exercise of rights under this Agreement and/or use of the Service and the Software, and (b) comply with all applicable laws and regulations including in relation to its entry into this Agreement and its performance of its obligations and exercise of rights under this Agreement.
- 6.4 In the course of our provision of Service to you, you may provide us with content and data, and we and our Affiliates may also collect data concerning your characteristics and activities in your use and our provision of the Service in an aggregated, anonymized, non-identifiable and generic manner (collectively, “**Customer Use Data**”). You agree that we and our Affiliates have the right to collect, use, copy, store, transmit, export, modify and create derivative works of the Customer Use Data to the extent necessary to provide the Service and related Service to you, as well as to improve, optimize and/or develop our and our Affiliates’ products and Service and those of our third party suppliers.
- 6.5 You agree that you control access and use of the Service and the Software by your end Users and agree to be responsible for their use of the Service and the Software in accordance with this Agreement and all other agreed-upon terms and conditions.
- 6.6 You acknowledge that the provision of the Service and the Software by us and the access and or use of the Service and the Software (or any part thereof) by you, may be subject to compliance with any and all applicable United States, United Kingdom and international laws, regulations, or orders relating to the export or re-export of computer software, technology, information or related know-how (“**Export Laws**”). You undertake that the Service and the Software or any part thereof will not be shipped,

transferred, exported, or re-exported into any country or used in any manner prohibited by the Export Laws. In addition, if any part of the Service and the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen of, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Service and the Software or any part thereof. If there is a violation of this Clause for any reason, we shall be entitled to immediately terminate this Agreement or any Service hereunder by way of written notice to you.

- 6.7 You agree to comply with all applicable anti-corruption laws or regulations. You acknowledge and agree that you have not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under any applicable anti-corruption laws or regulations, or which would have influenced or secured any business or other advantage to us. If, (a) there is a violation of this Clause 6.7 by you; or (b) any Service or any part thereof shall be found impermissible under the applicable anti-corruption laws or regulations, we shall be entitled to immediately terminate this Agreement or any Service hereunder by way of written notice to you.

## 7. Limitation of Liability

- 7.1 Without prejudice to the generality of Clause 6.1, you agree that we and our Affiliates do not warrant, represent or undertake that (a) the Service and the Software is without defect or error, or will be uninterrupted or free of interference, or (b) the Service and the Software is designed, provided, or intended for High Risk Activities. To the maximum extent permitted by any applicable laws, you agree that we and our Affiliates will not have any responsibility or liability whether in contract, tort or otherwise for (i) any defect, error, interruption, interference, interruption or disruption to any part or all of the Service and the Software, howsoever caused, (ii) any loss, damage, corruption or inaccuracy caused to your data, equipment or facilities or that of any third party, (iii) any act or omission on your part or your employees, agents, representatives or contractors or any third party, (iv) any service, Service, or assistance provided by or other action taken or omission done by us pursuant to or in accordance with your express instructions or directions and/or the consequences thereof, or (v) any special, indirect, consequential, exemplary, incidental or punitive damages or losses of any nature whatsoever and howsoever arising (including loss of use, losses resulting from missing, contaminated or misdirected email or other electronic messages or the contents thereof) or any loss of, or anticipated loss, of business, opportunity, revenue, profits, savings or goodwill.
- 7.2 Except to the extent caused by our wilful default, you agree that we and our Affiliates will have no liability in contract, tort or otherwise for any claim of unauthorized access to your facilities or equipment, or for unauthorized access to, or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices, or any other method.
- 7.3 It is mutually agreed that the Service is subject to a service level agreement as set out in our website: <https://www.home.datapipes.io/enterprise-support> ("**Service Level Agreement**"). In the event of any failure to meet such service levels ("**Service Levels**") or failure by us to meet an agreed delivery date for starting of a Service or any non-compliance of us thereunder, you agree that the compensation provided shall be limited to 5% of the monthly Fees paid (for each ticket / issue raised), provided further that the total aggregate amount of compensation to be given by us to you in any given month for failing to meet the response time, shall not exceed 100% of the monthly Fees paid by you for that said month. It is agreed that such compensation represents a reasonable pre-estimate of all your losses and we shall have no further liability to you for such abovementioned failure or non-compliance to the extent permitted by law.
- 7.4 Without limiting the other provisions of this Clause, you agree that the collective maximum aggregate liability of us and our Affiliates for and in each year of the Service in respect of any and all losses (including the amount of compensation paid in relation to Service Levels as set out in Clause 7.3) shall

not exceed (a) for failure to comply with Service Levels, to the amount of credits and/or compensation set out in our website, which shall be your sole and exclusive remedy, and (b) for all other events, the aggregate fees paid by you for the Service in the three (3) months preceding the date of final judgment, arbitral award or settlement as the case may be.

- 7.5 Where any remedy is expressly conferred on you under this Agreement, such remedy shall be your sole and exclusive remedy in respect of the breach in question.

## 8. Confidentiality

- 8.1 Each Party undertakes that it shall not, at any time, disclose to any person any Confidential Information of the other Party or its Affiliates, except as permitted hereunder. “**Confidential Information**” means any and all information in whatever form (including without limitation, in written, oral, visual or electronic form or on tape or disk) that is confidential in nature and identified as such that is disclosed, furnished or communicated by or on behalf of the disclosing Party to the receiving Party through the receiving Party’s directors, officers, employees, representatives, or agents in connection with this Agreement or which comes to the receiving Party’s attention in connection with this Agreement, including the fact that this Agreement has been signed by the Parties and the terms herein.
- 8.2 Each Party may disclose the other Party’s Confidential Information to (a) its employees, officers, representatives, Affiliates or advisers who need to know such information for the purposes of carrying out the Party’s obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives, Affiliates or advisers to whom it discloses the other Party’s Confidential Information are bound by or subject to substantially similar confidentiality terms and shall be responsible to the other for any breaches of these confidentiality obligations by its employees, officers, representatives, Affiliates or advisers; and (b) the minimum extent required by applicable law or regulation, court order or governmental or regulatory authority provided that the receiving Party only discloses that amount of information required to comply with such law or regulation, court order or request and that receiving Party shall provide disclosing Party with sufficient prior written notice to allow the disclosing Party to protect the confidentiality of that information and to take steps to avoid or limit the scope of the disclosure.
- 8.3 No Party shall use any other Party’s Confidential Information for any purpose other than to perform its obligations under this Agreement. Each Party shall use reasonable measures to safeguard the Confidential Information of the other.
- 8.4 Notwithstanding the foregoing, the confidentiality obligations in this Clause shall not apply to information that is (a) publicly available not as a result of any breach of confidentiality by the receiving Party; (b) lawfully obtained from third parties not under confidentiality restrictions; or (c) is independently developed by the receiving Party whether on its own or jointly with any third party without reference to the Confidential Information provided by or on behalf of the disclosing Party.
- 8.5 The obligation to maintain the confidentiality of the Confidential Information provided under this Agreement shall survive for one (1) year from the expiry or termination of this Agreement.

## 9. Your Data and Materials

- 9.1 You are and will continue to be the sole and exclusive owner of all Your Data (as defined in this Clause), Your Materials and your other Confidential Information including all intellectual property rights therein. Nothing in this Agreement will be construed or interpreted as granting to us any rights of ownership or any other proprietary rights in or to Your Data and Your Materials. “**Your Data**” means all data, records, files, information or content, including text, sound, video, images and software, which is (a) input or uploaded by you or your Users to or collected, received, transmitted, processed or stored by You or

your Users using the Software or the Service in connection with this Agreement or (b) derived from (a). **"Your Materials"** means any property, items or materials, including Your Data, furnished by you to us for our use in the performance of our obligations under this Agreement.

- 9.2 You will obtain all necessary consents, authorizations and rights and provide all necessary notifications to provide Your Data to us and for us to use Your Data in the performance of our obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom you share or permits access to Your Data.
- 9.3 Your Data and Your Materials are deemed as your Confidential Information. You hereby grant to us a non-exclusive, non-transferable (except in connection with an assignment permitted under Clause 15.2), revocable licence to reproduce and use Your Materials and Your Data solely for the purpose of, and to the extent necessary for, performing our obligations under this Agreement. In no event will we access, use or disclose to any third party any of Your Data or any of Your Materials for any purpose whatsoever (including, without limitation, the marketing of our other products or services) other than as necessary for the purpose of providing the Software and Service to you and performing our obligations under this Agreement. We will not aggregate, anonymize or create any data derivatives of Your Data other than as necessary to provide the Software or Service and to perform its obligations in accordance with the terms and conditions of this Agreement.
- 9.4 You will have full access to, and have the right to review and retain, the entirety of Your Data contained in the Software. At no time will any computer or electronic records containing Your Data be stored or held in a form or manner not readily accessible to you through the ordinary operation of the Software. We will provide to you all passwords, and documentation necessary for such access and use of the Software, and you will be entitled to delete, or have us delete, Your Data as expressly specified by you.
- 9.5 We will, consistent with industry standard practices, implement and maintain reasonable physical, administrative and technical safeguards and other security measures, as further described in our Data Pipes documentation: (a) to maintain the security and confidentiality of Your Data; and (b) to protect Your Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. As the Service is deployed via your environment and your account with a cloud service provider that is managed by you, the overall responsibility of management, security and privacy of Your Data lies with you. You shall adopt and maintain reasonable and appropriate security standards and measures to protect against unauthorized access (including but limited to enabling encryption of Your Data in transit and at rest) and use of its systems and devices through which its authorised users access and use the Service.
- 9.6 You will, at your expense, indemnify, defend and hold harmless us and our Affiliates and our respective officers, directors, employees, agents and representatives (collectively **"the Indemnified Parties"**) from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) (**"Claims"**) to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any intellectual property rights by Your Materials or Your Data or Indemnified Parties' use thereof as permitted under this Agreement; and (b) any unauthorized or unlawful receipt, processing, transmission or storage of Your Data by the Indemnified Parties in the performance of our obligations as permitted under this Agreement resulting from a breach of Your obligations under this Clause 9. This Clause 9.6 shall continue in full force and effect after termination and expiration of this Agreement.

## 10. Personal Data

- 10.1 For the purpose of this Agreement, the term **"PDPA"** shall refer to the Personal Data Protection Act 2012, and any capitalized term in this Clause which is not defined in this Agreement shall have the meaning defined under the PDPA.



10.2 You agree that you are solely responsible for any and all Personal Data (if any) that you provide to us and our Affiliates under this Agreement. You represent that the Personal Data is strictly necessary, accurate and that you have obtained and will continue to maintain all necessary consents from the relevant individuals to whom the Personal Data relates as may be necessary for us and our Affiliates to process, use and disclose the Personal Data in our provision of the Service for the purposes of this Agreement or as required by law or order of court, without violating the rights of such individuals or any applicable data privacy laws and regulations in relation to such Personal Data. In addition, you shall, at our request, furnish such consents to us. To the extent that you provide any Personal Data to us and our Affiliates on behalf of third parties under this Agreement, you represent that you have obtained all required consents from such third parties under the PDPA and all applicable privacy and data protection laws before providing such Personal Data to us.

10.3 You consent to the processing of the Personal Data (if any) by us and/or our Affiliates or agents for the purpose of providing the Service to you under this Agreement as your data intermediaries. Any Personal Data that you require for us and our Affiliates to collect and/or process on your behalf, shall be in accordance with our data privacy policy which may be provided to you and updated from time to time and subject to the PDPA.

10.4 You further acknowledge and agree that the Personal Data of certain individuals that we disclose to you under this Agreement is solely for the purpose of our provision and your use of the Service under this Agreement, and that accordingly, you may not use such Personal Data for any other purposes. You further agree and undertake that you will only permit access to the Personal Data to such of your employees, agents and service providers who have a need to know of the Personal Data and you will ensure that each of them is aware of such purposes and will be prevented and restricted from using such Personal Data for any other purpose.

10.5 Further and in addition to the above, each Party and its Affiliates shall, with respect to the Personal Data provided to, obtained, or accessed by it in the course of providing or use of the Service:

- a. comply with the data protection and data privacy laws applicable to it and to agree to supplemental privacy and security terms consistent with such applicable law;
- b. collect, store, use, disclose, correct, transfer or otherwise deal with Personal Data in accordance with such data protection and data privacy laws applicable to it, and where additional requirements are requested in writing by the disclosing party, do so to the extent that compliance with such requirement would not cause the party to breach any other applicable data protection and data privacy law;
- c. take steps to correct any errors in the Personal Data provided to it as soon as it has been notified of such errors;
- d. not transfer or export the Personal Data outside of the agreed territories without the prior written consent of the other Party;
- e. protect such Personal Data by making reasonable security arrangements (including where appropriate, physical, administrative, procedural and technical measures) to prevent (i) unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Personal Data or similar risks; and (ii) the loss of any storage medium or device on which Personal Data is stored;
- f. provide reasonable assistance to the other Party to comply with its obligations under any applicable data protection and privacy law;

- g. ensure that any person to whom Personal Data is disclosed by it under this Agreement is bound by data protection and privacy laws and obligations similar to that which it is itself subject to under this Agreement;
- h. not retain the Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Agreement;
- i. upon termination or expiry of this Agreement for any reason, when the Personal Data is no longer required, or at the request of the other Party, destroy or deliver to the other Party in such form as may be agreed, any Personal Data which it has collected, used or disclosed in connection with this Agreement, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to such Personal Data. Where applicable each Party shall instruct all third parties to whom it has disclosed Personal Data for the purposes of this Agreement to return to the other Party or delete such Personal Data; and
- j. immediately notify the other Party as soon as it becomes aware of a breach of any of its obligations in relation to the Personal Data under this Agreement or under any applicable laws and shall co-operate and render such assistance to the other Party as may be necessary to take preventive steps, provide notifications to third parties and regulatory authorities.

10.6 Notwithstanding the foregoing, You agree that we may, by prior reasonable written notice to You, suspend or terminate the provision of a Service without liability to You if (i) we are not able to comply with or have not complied with this Clause or any applicable data protection law governing Your Personal Data; (ii) we receive any inquiry or request or investigation from any government or regulatory agency or third party in relation to the Personal Data. In such cases, we will take reasonable and appropriate steps to remedy any non-compliance, cease further processing of the Personal Data and, with regards to sub-clause (ii), notify You of such action to the extent that You are required to answer such inquiry, request or investigation.

10.7 Each Party agrees to fully defend, indemnify and hold the other Party and the other Party's Affiliates, as well as their respective employees, agents and officers ("**Indemnitees**") harmless from and against any Claims that any or all of the Indemnitees may suffer in connection with any breach of this Clause 10, any act, omission or negligence that causes or results in the Indemnities being in breach of the PDPA or any applicable data protection or privacy laws, and whether arising on account of the actions of such Party and its Affiliates, and their employees, sub-contractors, representatives or agents or otherwise howsoever.

10.8 The Party(ies) seeking indemnification pursuant to this Clause 10.8 (each, an "**Indemnitee**" and collectively, the "**Indemnitees**") will give the other Party (the "**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnitees will give the Indemnifying Party their reasonable cooperation in the defence of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnitees informed of the status of each Claim. An Indemnitee may participate in the defence at its own expense. The Indemnifying Party will control the defence or settlement of the Claim, provided that the Indemnifying Party, without the Indemnitees' prior written consent: (a) will not enter into any settlement that: (i) includes any admission of guilt or wrongdoing by any Indemnitee; (ii) imposes any financial obligations on any Indemnitee that Indemnified Party is not obligated to pay under this Clause 10; (iii) imposes any non-monetary obligations on any Indemnitee; and (iv) does not include a full and unconditional release of any Indemnitees; and (b) will not consent to the entry of judgement, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable law.

10.9 Clauses 10.7, 10.8 and 10.9 shall continue in full force and effect after termination and expiration of this Agreement.

## 11. Force Majeure

11.1 Except for payment obligations, if either Party or its Affiliates is affected by any event or circumstance beyond the reasonable control of either Party that adversely affects the performance by such Party of any of its obligations under this Agreement, including but not limited to acts of God, fire, flood, pandemics or other catastrophes; national emergencies, wars or acts of war, rebellions, insurrections, riots, acts of terrorism, cyber-attacks; acts of governments (including legislative bodies and courts) or public enemy; industrial disputes and severe labour disturbances; acts or omissions of the other Party and acts of a service provider ("**Force Majeure**"), it shall forthwith notify the other Party of the nature and extent thereof in writing and in any case, within two (2) calendar days of discovering such event or circumstance. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any event of Force Majeure of which it has notified the other Party; and the time for performance of that obligation shall be extended accordingly. Such Party affected by the Force Majeure shall use all reasonable endeavours to mitigate the effect of such Force Majeure thereof and shall be excused from the performance of its obligations hereunder while or to the extent of its performance is interrupted or prevented by Force Majeure.

## 12. Suspension

12.1 Without prejudice to any other rights to suspend our Services under this Agreement, we reserve the right to suspend the provision of any or all the Service by way of written notice if (a) you fail to make payment of Fees in accordance with the terms of this Agreement; (b) we reasonably believe in our sole discretion that the suspension of the Service is necessary for operational, security or emergency purposes; or (c) we are required to do so by any applicable law or regulation.

12.2 If the Service is suspended under Clause 2.1, 4.3, 12.1(a), or 12.1(c), you agree to pay us a reactivation fee of US\$150 to reactivate the suspended Service, and where re-installation of the Software is required for the reactivation, our charges at the prevailing rates will apply for the re-installation services. Such reactivation or re-installation shall be without prejudice to our other rights and remedies under this Agreement or at law. You understand that there will be no corresponding extension or refunds of Fees for the duration of the Service as a result of a suspension.

12.3 In the event of such suspension, our obligations to provide the suspended Services will be deemed to be fully discharged. You understand that there will be no corresponding extension or refunds of Fees for the duration of the Service as a result of a suspension. We shall have no liability to you or to any other third parties for any damage or loss suffered or incurred as a result of our such suspension, which shall be without prejudice to our rights and remedies under this Agreement or at law.

## 13. Duration and Termination

13.1 This Agreement shall continue in force for the period as set out herein and shall be automatically renewed thereafter on an annual basis at the prevailing published price for the Service at the time of renewal, unless terminated by either Party with not less than sixty (60) days' prior written notice. Unless otherwise expressly provided, the Initial Term shall be for a minimum fixed term of twelve (12) months, and shall be automatically renewed thereafter on an annual basis at the then prevailing published price unless terminated by either Party with not less than sixty (60) days' prior written notice. No early termination of the Service by you shall be permitted other than in accordance with Clause 13.3.

13.2 We may terminate this Agreement at any time without cause upon sixty (60) days' prior written notice to you.

13.3 Either Party shall be entitled forthwith to terminate this Agreement by written notice to the other if (a) the other Party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy (other than for your failure to make payment under Clause 4 for which Clause 4.3 applies), fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied, (b) an encumbrance takes possession or a receiver is appointed over any of the property or assets of the other Party, the other Party makes any voluntary arrangement with its creditors or becomes subject to an order of judicial management, and/or the other Party goes into liquidation, or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party, or the other Party ceases, or threatens to cease, to carry on business or (c) the other Party is subject to an event of Force Majeure for a period of more than ninety (90) days.

13.4 For the purposes of Clause 13.3, a breach shall be considered capable of remedy if the other Party can comply with the provision in question in all respects other than as to the time of performance.

13.5 The rights to terminate this Agreement given by this Clause 13 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

#### **14. Consequences of Termination**

14.1 Upon termination of this Agreement for any reason, you shall pay us any and all outstanding amounts, including unpaid invoices in respect of the remainder of the term of the Service, all such amounts (whether or not invoiced) shall become immediately payable in place of the payment terms previously agreed between the Parties. Any advance payments made by you to us shall be forfeited and we shall not be obliged to provide any refunds.

14.2 Upon any termination of this Agreement, the Licence granted under Clause 1 shall immediately be terminated and revoked and you shall immediately cease use of the Software and return, remove and do all things necessary to allow us to disable all copies of the Software that you may have in your possession, including but not limited to keeping a network connection open to allow for deinstallation and disablement by us. We shall be entitled to charge Fees at the prevailing rates if you or any of your Users continue to use the Software after termination. Upon termination, the Service will be terminated, and we will not be liable for any compensation or indemnity (whether for loss of distribution rights, goodwill or otherwise caused to you or any third party) as a result of the termination of this Agreement in accordance with its terms and you shall not be entitled to the same.

14.3 Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, we shall have no further obligation to you under this Agreement following the termination of this Agreement. Notwithstanding the foregoing, any provision of this Agreement that expressly or is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

#### **15. Other Terms and Conditions**

15.1 For the duration of this Agreement, we may refer to your purchase or use of the Service in our marketing materials unless you inform us otherwise. Unless the prior written consent of the other Party has been obtained, neither Party shall publicly refer to this Agreement or the other Party in its promotional materials or in other public communication.

- 15.2 Except where it is expressly provided otherwise herein, no person who is not a party to this Agreement shall have any rights as a third party beneficiary or to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 2001. Further, where we enter into any agreements with our Affiliates, you agree that you shall not have any rights as a third party beneficiary under those agreements or to enforce any term of those agreements and shall waive those rights to the extent that they arise.
- 15.3 Neither Party may assign this Agreement and any of its rights and obligations hereunder without the prior written consent of the other Party or except as expressly provided in this Agreement, provided that we may, by giving prior written notice, effect any assignment and/or transfer to an Affiliate, provided that the Affiliate is legally bound to comply with the terms and conditions of this Agreement.
- 15.4 Unless otherwise stipulated nothing in this Agreement shall create, or be deemed to create, a partnership, a joint venture, a trust arrangement or the relationship of employer and employee between the Parties and their respective Affiliates.
- 15.5 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties with respect thereto, except for terms regarding applicable Open Source Software provided under this Agreement. This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties, provided that we may from time to time change, modify or otherwise amend the terms of this EULA on our website (<https://www.home.datapipes.io/end-user-licence-agreement>) in our sole and absolute discretion. Your continued use of our Service thereafter shall signify your assent to and acceptance of any such change, modification or amendment.
- 15.6 If any provision of this Agreement, or any part thereof, is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 15.7 No failure to exercise and no delay in exercising any right, power or privilege by any Party under this Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Unless otherwise expressly provided herein (including in Clause 7), no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement. The election of any one or more of such remedies by any Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

## 16. Notices

- 16.1 Unless otherwise agreed, all notices, demands, requests and other communications made (collectively referred to as "**Notices**") shall be in writing and in the English language. Notices shall be sent or delivered to the respective addresses and/or email addresses set forth in this Agreement or such other address as the intended recipient shall notify the sender in writing. For all Notices to us, a copy shall be sent to: [generalcounsel@sttelemedia.cloud](mailto:generalcounsel@sttelemedia.cloud).
- 16.2 Notices will be deemed received (a) in the case of hand delivery, on the day of delivery to the other Party, (b) in the case of prepaid post, within seven (7) days of such posting, (c) in the case of registered prepaid post or courier, upon written acknowledgement of receipt, or (d) in the case of email, after twenty-four (24) hours unless a "delivery failure" notification is received.

## 17. Governing Law and Dispute Resolution

17.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of Singapore.

17.2 The Parties hereby agree that all disputes, controversies or differences arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), shall be resolved in accordance with the following procedure:

- (a) Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. Upon service of the Dispute Notice, the Chief Executive Officer of each Party or their respective authorised representatives ("**Senior Representatives**") shall first attempt in good faith to resolve the Dispute.
- (b) If the Senior Representatives are for any reason unable to resolve the Dispute within sixty (60) days (or any other duration as agreed between the Parties) of it being referred to them, the Parties agree that the Dispute shall be referred to mediation by a suitable third party mediator.
- (c) If the Parties are unable to resolve the Dispute via mediation in accordance with sub-clause (b) above, the Parties agree that the Dispute shall be referred to and finally resolved by arbitration seated in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**") for the time being in force, which rules are deemed incorporated by reference into this Clause 17. The tribunal shall consist of one arbitrator and the language of the arbitration shall be English.