

## END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA/AGEEMENT") BEFORE INSTALLING OR OTHERWISE USING THE SOFTWARE. THIS EULA FORMS A LEGAL AGREEMENT BETWEEN WATERMELON SOFTWARE PTE LTD. ("COMPANY") AND YOU ("SUBSCRIBER"). FOR SAKE OF BREVITY, "**SUBSCRIBER**", WILL INCLUDE ANY PARTY WHICH HAS AVAILED SUBSCRIPTION FROM THE COMPANY UNDER THE SAAS (DEFINED BELOW). THIS AGREEMENT PROVIDES AND CAPTURES IMPORTANT LEGAL INFORMATION ABOUT THE SUBSCRIPTION TO THE COMPANY'S SOFTWARE NAMELY "**WATERMELON** ", AND YOUR USAGE, AND ACCESS OF THE SOFTWARE AND SUBSCRIPTION OF THE SAME.

BY INSTALLING, DOWNLOADING OR USING THIS SOFTWARE AND THE SERVICES, YOU AGREE TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT INSTALL THE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, INSTALLING OR OTHERWISE USING SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS.

THE FOLLOWING TERMS GOVERN YOUR USE OF THE SOFTWARE UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH THE COMPANY, IN WHICH CASE, THE WRITTEN AGREEMENT SHALL CONTROL AND TAKE PRECEDENCE OVER THESE TERMS.

### 1. DEFINITIONS

Capitalized terms used in this Agreement, will have the definitions assigned below, or as indicated in context. Except as otherwise provided in this Agreement, technical terms commonly used in the industry will so be construed.

- a. "**Account(s)**" means an account generated for You to use the Subscription during the Subscription Term. For the avoidance of doubt, an Account is specific to You and the Subscriber and under no circumstance may an Account be shared with any third-party.
- b. "**Affiliate(s)**" shall mean any means, with respect to a party, any entity controlling, controlled by or under common control with such party. As used in this definition, the terms "controls", "owns", "owned", or "ownership" mean the direct or indirect possession of more than 50% of the voting securities, or equity in such business entity.
- c. "**Application(s)**" shall mean a uniquely identifiable entity within an organization's ecosystem that delivers a specific business functionality. It is a software solution designed to execute particular tasks or processes in alignment with the organization's business objectives. An application can operate independently or integrate with other applications to collaboratively deliver more

complex business journeys, such as end-to-end customer experiences, multi-department workflows, or cross-functional operations.

- d. **"Confidential Information"** means any non-public, proprietary or sensitive information that is disclosed or made available by a Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**), whether after the Effective Date of this Agreement, that is designated as confidential or proprietary, or that the Receiving Party should reasonably understand to be confidential or proprietary given the nature of the information and the circumstances of disclosure, including (i) for Subscriber, all Content transmitted to or from, or stored on, the Software; (ii) for the Company, the Software, including Documentation; and (iii) for both the Parties, any information concerning the Disclosing Party and/or its Affiliates' products, pricing, business information, marketing strategies, financial affairs, employees, customers or suppliers, information concerning marketing plans, research and development efforts, inventions, trade secrets, requirements, software (including software provided by third parties), equipment, technology, computing environment, physical and network security, names and other identifying information relating to Subscriber's and its employees, suppliers, clients or customers (including names and other information related to clients), personal information, price lists, pricing policies, financial information, business methods, processes and procedures, ideas, concepts, techniques, and any other information and data. Other than Content or personal information, Confidential Information does not include any particular information of the Disclosing Party that the Receiving Party can demonstrate: (i) was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party; (ii) was or has become generally available to the public other than as a result of disclosure by the Receiving Party or its agents; (iii) after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party without any obligation to restrict its further use or disclosure; or (iv) was independently developed by the Receiving Party without use of or reference to any of the Disclosing Party's Confidential information.
- e. **"Documentation"** shall mean all and any accompanying documents, content, data, user guides, online help, release notes, training materials, provided by the Company to the Subscriber along with the Software that describes or supports the use of the Software to enable the Permitted Users to use and understand the operations of the Software including technical documentation, if any.
- f. **"Intellectual Property Rights"** means rights of ownership of any kind of intellectual property, including copyrights, patents, trademarks, service marks, trade secrets, rule sets, and all other intellectual property and all rights therein, and the right to apply for, register, obtain, hold, extend and renew any of the foregoing.

- g. "**Content**" means all data and materials provided and uploaded by You to the Software for use in connection with the Subscription, from time to time.
- h. "**Permitted Users/You/Your**" shall mean any employees, officers, directors of the Subscriber or any natural person authorized by the Subscriber to use the Software in accordance with the terms of this Agreement.
- i. "**Purpose**" shall mean that usage of Subscription for its internal business use.
- j. "**Software**" shall mean a proprietary software of the Company known as "Watermelon", and enhancements, if any.
- k. "**Subscription**" shall mean a license to use the Software as offered by Company and as is made available for Your use for the Purpose.
- l. "**SaaS**" will mean Software as a Service agreement entered into between the Subscriber and Company with respect to usage of the Subscription;
- m. "**Subscription Term**" will mean the term as agreed in the SaaS during which the Subscriber has availed the Subscription to the Software.
- n. "**Territory**" shall mean territory as agreed by the Parties.

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## **2. GRANT OF SUBSCRIPTION AND RESTRICTIONS**

### **a. Grant of Subscription:**

Subject to compliance with the limitations and restrictions set forth in this Agreement the Company grants You a limited, fixed term, revocable, non-exclusive, non-sublicensable, non-assignable and non-transferable Subscription, during the Subscription Term to for the Purpose. Nothing herein contained shall be construed as granting You any proprietary intellectual property rights, including copyrights, regarding the Software except as expressly provided for hereunder.

### **b. Restrictions:**

You shall not, directly or indirectly : (i) sell, transfer, assign, alter, distribute rent, lease, distribute or sublicense the Subscription under this Agreement, whether voluntarily or by operation of law, to any third party, directly or indirectly, and any such attempts shall be void; (ii) modify, amend, reproduce, republish, decompile, decrypt, disassemble, reverse engineer, create derivative works of or otherwise reduce to human readable form the Software, translate into any language or

computer language, re-transmit in any form or by any means, resell or re-distribute the Subscription without the prior written consent of the Company; gain access to trade secrets or confidential information in the Software; circumvent any copy-protection or license enforcement; or attempt to do any of the foregoing, except to the extent expressly permitted by applicable law; (iii) combine, commingle, or integrate the Software with open source software or third party software or incorporate any open source software or third party software into the Software; copy, modify, adapt, translate, reverse engineer, decompile, disassemble, alter, or otherwise make any changes to the Software; (iv) use the Subscription in any manner to provide time-sharing, benchmarking or other computer services to third parties, except as provided herein, or allow disclosure, benefit or access to any third party from the functionality of the Software including without limitation any results of benchmarking or other testing generated in connection with the Subscriber's use of Subscription, including without limitation any comparisons of the Software with any other products; (v) provide access to third party other than Permitted Users without prior written consent of the Company; (vi) remove from the Software (or fail to include in any copy) any readme files, notices, headers, disclaimers, marks or labels; and (vii) use or allow use of the Subscription for any purpose other than Purpose specified in the Agreement in violation of any applicable law or regulation or to support or facilitate any illegal activity; (viii) upload, transmit or otherwise make available in connection with the Subscription any unsolicited or unauthorized advertising or promotional materials, which by way of illustration but not limitation includes "junk mail," "spam", "chain letters" and "pyramid schemes"; (ix) upload, transmit or otherwise make available in connection with the Subscription any content that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (x) upload, transmit or otherwise make available in connection with the Subscription any content that the Subscriber does not have a right to make available under all applicable laws, or contractual or fiduciary relationships (which, by way of illustration but not limitation, includes inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (xi) upload, transmit or otherwise make available in connection with the Subscription any material that contains virus, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, which by way of illustration but not limitation includes viruses, time bombs, trojan horses and other malware; (xii) violate (intentionally or unintentionally) any applicable local, state, national or international laws or regulations in connection with the Subscription, including, but not limited to those related to Intellectual Property Rights, privacy or security. The Subscriber shall have no rights to the Software other than as specifically granted herein. All rights not specifically and unequivocally granted to the Subscriber, or its Permitted Users are reserved by the Company.

### **3. SUBSCRIBER'S RESPONSIBILITIES**

#### **a. Compliance with Laws:**

You shall comply with all applicable local, state, national and foreign laws in connection with its use of the Subscription, including those laws related to data privacy, international communications, and the transmission of technical or personal data. You acknowledge that the Company exercises no control over the content of the information transmitted by you through the Software. You shall not upload, post, reproduce or distribute any information, Software or other material protected by copyright, privacy rights, or any other Intellectual Property Rights without first obtaining the permission of the owner of such rights.

#### **b. Unauthorized Use; False Information:**

You will: (i) notify the Company immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to the Company immediately and use reasonable efforts to stop any unauthorized use of the Subscription that is known or suspected by You, and (iii) not provide false identity information to gain access to the Software or use the Subscription.

#### **c. System requirements:**

You acknowledge that, for accessing and use of the Software you may be required to use one or more compatible devices, internet services and certain software and may require obtaining updates or upgrades of the Software from time to time. Because the access and use of the Subscription involves hardware, software, and internet access, your ability to access and use of the Subscription may be affected by the performance of these factors.

#### **d. Content:**

You shall solely be responsible for all Content transmitted onto the Software, and for ensuring that the Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious or (iii) introduce any software viruses or other harmful or deleterious computer code, files, or programs, such as trojan horses, worms, time bombs, or cancelbots. The Subscriber shall have an option to choose the manner in which the Subscriber would want the Company to manage the Content post the expiry or termination of this Agreement.

### **4. DISCLAIMER OF WARRANTIES**

THE SOFTWARE AND DOCUMENTATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY HEREBY DISCLAIMS ALL OTHER IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT LOSS OF DATA OR ARISING OTHERWISE IN LAW OR EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE COMPANY FURTHER DISCLAIMS WARRANTIES THAT THE SOFTWARE WILL MEET THE SUBSCRIBER'S OR PERMITTED USER'S REQUIREMENTS OR SPECIFICATIONS OR THE SOFTWARE WILL BE COMPATIBLE WITH SUBSCRIBER'S INFRASTRUCTURE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY BUGS OR ERRORS OR DEFECTS WOULD BE FIXED OR THE SOFTWARE WILL OPERATE IN COMBINATION WITH CONTENT OR SOFTWARE, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY THE COMPANY. THE COMPANY FURTHER DISCLAIMS ITS LIABILITY WITH RESPECT TO ANY DOWNTIMES OR NON-FUNCTIONALITIES OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS AND OPEN-SOURCE SOFTWARE WHICH IS INCORPORATED OR EMBEDDED IN THE SOFTWARE. ALL SPECIFICATIONS, DOCUMENTATION, INFORMATION, AND OTHER MATERIALS PROVIDED BY THE COMPANY TO THE SUBSCRIBER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING ANY STATUTORY WARRANTIES THAT MAY APPLY TO SUCH SPECIFICATIONS, DOCUMENTATION, INFORMATION OR MATERIALS. THE SUBSCRIBER ACKNOWLEDGES THAT THE COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING, THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

## 5. INTELLECTUAL PROPERTY RIGHTS

- a. Any and all ownership rights to the Software, Documentation, enhancements and branding thereof, including Intellectual Property Rights therein is the sole and exclusive property of the Company or its licensors, if any. This Agreement does not grant the Subscriber or any Permitted Users' any rights, title, and interest in and to the Software, Documentation, enhancements, its contents, and branding thereof, except where expressly and unequivocally licensed herein. Any rights not expressly and unequivocally granted to You are reserved.
- b. You acknowledge that the Company shall own the transactional, feedback and performance data related to the use of the Software (collectively, "**Performance Data**"), which the Company may collect, use and disclose for its business purposes (including without limitation Software optimization) provided that such use does not reveal the Subscriber's Confidential Information.
- c. You agree that you shall not assert, or authorize, assist, or encourage any third party to assert, against the Company or its licensors any infringement or misappropriation of Intellectual Property Rights related claim regarding the Software, Documentation or enhancements.

## 6. CONFIDENTIALITY

- a. Each Party agrees that all Confidential Information obtained by such Party, its directors, officers and other employees, and any third parties with which it contracts, is and shall be considered, confidential and proprietary to the Disclosing Party.
- b. The Receiving Party agrees that it shall use the Disclosing Party's Confidential Information solely in the performance of its obligations and shall not disclose the Disclosing Party's Confidential Information to any person except that the Receiving Party may disclose such Confidential Information:
  - i. to its employees, agents, subcontractors, representatives and service providers, and in the case of sub-licensor, its personnel and subcontractors, provided that such persons or Parties have a need to know the Disclosing Party's Confidential Information to perform their duties to the Receiving Party in connection with this Agreement, and further who are otherwise under a duty of confidentiality to the Receiving Party or have entered into a written agreement with the Receiving Party that contains confidentiality measures at least as stringent as those stated in this Agreement; and
  - ii. to governmental or regulatory authorities having jurisdiction over such party or as required by law. In the event that the Receiving Party receives a court order, discovery demand or subpoena requiring it to divulge the Disclosing Party's Confidential Information, it shall, unless prohibited, promptly notify the Disclosing Party of such requirement so that the Disclosing Party may seek a protective order.
- c. The Receiving Party shall protect the confidentiality and integrity of the Disclosing Party's Confidential Information using the same degree of care that it uses to protect its own similar information, but in no event less than reasonable care.
- d. Upon termination of this Agreement, or upon request of the Disclosing Party, the Receiving Party shall return the Disclosing Party's Confidential Information or destroy the same and certify its destruction in writing.
- e. In addition to any other rights the Disclosing Party may have under this Agreement or at law, since unauthorized use or disclosure of Confidential Information may result in immediate and irreparable injury to Disclosing Party for which monetary damages may not be adequate, in the event that the Receiving Party uses or discloses, or is likely to use or disclose, Confidential Information in breach of the Receiving Party's obligations under this Agreement, the Disclosing Party shall be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance. The confidentiality obligations shall survive for a period of (2) two years post the termination/expiry of this Agreement.

## **7. INDEMNITY**

You agree to indemnify, keep indemnified, defend (at the Company's option) and hold harmless the Company, its Affiliates and its respective directors, officers, employees, representatives, from and against any and all claims and resulting losses, costs, liabilities, and expenses (including reasonable attorney's fees), arising as a result of or in connection with: (a) the your breach of or violation of applicable laws and regulations, (b) use of the Software other than as permitted under this Agreement; (c) any acts or omissions and negligence or misconduct; (d) a third party claim for infringement or misappropriation based upon the your combination or use of the Software with, services, or products developed by the Subscriber or third parties or any Content; (e) use of Software other than as permitted under this Agreement; (f) any breach of obligations, representations and warranties by You;. The provisions of this section shall survive the expiry or termination of this Agreement.

## **8. LIMITATION OF LIABILITY**

THE COMPANY WILL NOT BE LIABLE UNDER OR FOR CONTRACT, NEGLIGENCE, LIABILITY (A) FOR LOSS OR INACCURACY OF DATA OR, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR TECHNOLOGY, (B) FOR ANY DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE AND/ OR SUBSCRIPTION. IN THE EVENT YOU ARE NOT SATISFIED WITH ANY TERMS OF THIS AGREEMENT OR THE SOFTWARE AND/OR THE SUBSCRIPTION, THE SOLE REMEDY AVAILABLE TO YOU WILL BE TO TERMINATE THIS AGREEMENT, WITHOUT ANY LIABILITY ON THE COMPANY. THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN. NO CLAIM AGAINST COMPANY MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE FACTS GIVING RISE TO SUCH CLAIM HAVE ARISEN.

## **9. TERM AND TERMINATION**

- a. This Agreement will commence upon Your acceptance of the terms of this Agreement through or your access to the Software and the Subscription whichever occurs earlier, and unless earlier terminated as provided in this section (Term and Termination), will continue until the earlier occurrence of any of the following events:
  - i. the end of the applicable Subscription Term;
  - ii. termination of Your account by the Company; or
  - iii. this Agreement will immediately terminate upon Your breach of the terms of this Agreement.
- b. Upon the termination of this Agreement, Your access to the Software and the Subscription will immediately cease to exist.



- c. Sections 4, 5, 6, 7 and 8 will survive the termination of this Agreement.

## **10. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of Singapore without reference to the conflicts of law provisions thereof. Any action arising out of or relating to this Agreement shall be litigated in, and only in, exclusive jurisdiction of courts of Singapore.

## **11. NOTICES**

All notices, demands, or consents required or permitted under this Agreement will be in writing. Notice will be considered effective on the earlier of actual receipt or: (i) the day following transmission if sent by facsimile or email with pdf followed by written confirmation; (ii) one day (two days for international addresses) after posting when sent via an express commercial courier; or (iii) five days after posting when sent via post. Notice will be sent to the address for each party set forth on the first page of this Agreement, or at such other address as will be provided by either party to the other in writing.

## **12. General**

- a. This Agreement along with other policies referred under this Agreement, constitutes the entire or sole legal agreement between You and Company and will govern the use of the Software and Subscription and will supersede and prevail over any prior agreements, whether oral or written, regarding the subject matter hereof.
- b. If any court of law, having the jurisdiction to decide on this matter, rules that any provision contained under this Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable.
- c. You may not assign this Agreement without the prior written consent of Company. Any unauthorized assignment of this Agreement is void. The Company will have a right to assign this Agreement to its Affiliates or any third parties at any time without notice to You.
- d. Any waivers and modifications must be in writing and signed by both parties. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity will be considered a waiver of such right or remedy.
- e. By registering the details with Company, You agree that we may contact You with important information relating to the Software or Subscription.

- f. No agency, partnership, joint venture, or employment is created between you and the Company as a result of this Agreement, and You does not have any authority of any kind to bind Company in any respect whatsoever.

### **13. Service Level Agreement**

#### **Support and Maintenance Response Time:**

The product support team will respond to Subscriber issues according to the following response time as part of the support and maintenance terms:

- Severity 1 issues (critical) - response within 1 hour
- Severity 2 issues (high) - response within 4 hours
- Severity 3 issues (medium) - response within 8 hours
- Severity 4 issues (low) - response within 24 hours Resolution Time

The product support team will work to resolve SUBSCRIBER issues according to the following best effort resolution time:

- Severity 1 issues (critical) - resolution within 4 hours
- Severity 2 issues (high) - resolution within 1 business day
- Severity 3 issues (medium) - resolution within 2 business days
- Severity 4 issues (low) - resolution within 5 business days

All resolution times are also subject to and have dependencies on SUBSCRIBER response as well.

#### **Severity Definition:**

Severity 1 - Critical: This is the highest severity level, reserved for defects or issues that cause the system to crash or completely fail, preventing it from functioning at all.

Severity 2 - High: This severity level is assigned to defects or issues that result in a major loss of functionality.

Severity 3 - Medium: This severity level is assigned to defects or issues that result in a moderate loss of functionality

Severity 4 - Low: This severity level is assigned to defects or issues that result in a minor loss of functionality

Limitations: This does not cover issues that are caused by SUBSCRIBER internal misuse or third-party applications. This is also based on both parties agreeing to the breach.

### **14. Others**

All other terms to be referred to the Signed Order Form between Watermelon and the Subscriber.