

CrimsonLogic Product License Terms

IMPORTANT - READ CAREFULLY BEFORE INSTALLING OR USING THE CRIMSONLOGIC PRODUCT

This CrimsonLogic Product License Terms ("this Agreement") is an agreement between you (either an individual or a single entity) ("Licensee") and CrimsonLogic and sets forth the terms of the license granted by CrimsonLogic to the Licensee for the use of the CrimsonLogic Product.

By installing, copying, downloading, accessing or otherwise using all or any portion of the Product, the Licensee accepts and agrees to be bound by this Agreement. If the Licensee does not agree to the terms of this Agreement: (i) the Licensee shall not use or install the Product, and (ii) the Licensee shall return the Product including the Licensed Software and the media in which it was contained, together with all accompanying materials and delete any copies thereof. CrimsonLogic reserves the right to amend this Agreement from time to time. The Licensee's continued use of the Product following such amendments constitutes the Licensee's agreement to follow and be bound by this Agreement as amended.

1. DEFINITIONS

1.1 For this Agreement the following terms are defined as below:

(a) "Acceptance Date" refers to the date of acceptance by the Licensee of this Agreement.

(b) "Confidential Information" means the confidential information of CrimsonLogic and includes information relating to

(i) the design, source codes, specification and content of the Product and Documentation;

(ii) the personnel, policies or business strategies of CrimsonLogic;

(iii) the terms upon which the Product is being supplied, installed and supported pursuant to this Agreement.

(c) "CrimsonLogic" means the CrimsonLogic entity identified in the Proposal.

(d) "Documentation" means operating manuals and materials including user manuals which are designed to assist or supplement the understanding or application of the Product, as may be updated by CrimsonLogic from time to time.

(e) "Error" means a failure of the Product to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in use of, the Product.

(f) "Force Majeure" means a circumstance beyond the reasonable control of a party that results in the Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include, but shall not be limited to:

(i) acts of God, lightning strikes, earthquakes, storms, explosions, fires and any natural disaster;

(ii) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution;

(iii) strikes, lock-outs or other industrial action; and

(iv) actions on the part of a government or other authority which interfere with a party's ability to meet its obligations under this Agreement including embargoes, prohibitions or similar actions.

(g) "Intellectual Property Rights" means all rights, title and interest in patents, trademarks, URLs, domain names, trade and business names, design rights, industrial design, copyright, database rights, integrated circuit topography, know-how (including trade secrets, and confidential business information).

(h) "Licensed Software" means the CrimsonLogic proprietary software identified in the Proposal consisting of a set of instructions or statements in machine readable medium and any enhancement, modification, update or new release of the that software or part thereof, if applicable.

(i) "Party" means either CrimsonLogic or the Licensee as the context dictates and "Parties" means the both of them.

(j) "Product" means the CrimsonLogic product which comprises the Licensed Software together with the Appliance, where applicable; and any enhancement, modification, update, or new release of the Product or any part thereof, if applicable.

(k) "Permitted Use" means the use of the Product by the Licensee for the Licensee's internal business purposes only. Permitted Use does not include the right to reproduce any part of the Product for sublicensing, resale or distribution, including without limitation, any operation on a time sharing, software-as-a-service, service bureau basis or distributing any part of the Product as part of an ASP, VAR, OEM, distributor or reseller arrangement.

(l) "Site" means the location of the Licensee's premises designated for delivery and use of the Product.

(m) "Appliance" refers to Appliance Server or Virtual Appliance, as the case may be.

(n) "Appliance Server" means a network-based hardware appliance which is, specifically designed to host the Licensed Software.

(o) "Virtual Appliance" means the Virtual Machine (VM) which is, ready to run on a preconfigured virtual environment or platform, specifically designed to host the Licensed Software.

(p) "Disclosing Party" means a Party disclosing Confidential Information.

(q) "Proposal" means proposal, quotation, contract, invoice, renewal notice or such other documents submitted by CrimsonLogic setting out the specified software to be licensed and the scope of the license terms to the Licensee that is duly accepted by the Licensee.

(r) "Taxes" includes present and future taxes, levies, imposts, import, and export duties, charges, withholdings, or deductions (including sales tax, value-added tax, goods or services tax, customs tax, stamp duties tax, taxes on royalties, interest, and overseas sourced taxes, withholding tax of any kind) arising out of, or in connection with the provision of goods and services to the Licensee in the territory.

(s) "Warranty Period" is the period of twelve (12) months from the grant of the Licence, unless specified otherwise in the Proposal.

(t) "Designated Purpose" means the specific use case and purpose for which Licensee utilises the Product, i.e. either "Non-Production", "Production" or "Backup" Purposes.

(u) "Non-Production Purposes" means using the Licensed Software solely in a non-production environment, generally for the purposes of development support, system integration, testing, quality assurance, staging, trial and user acceptance testing.

(v) "Production Purposes" means using the Product in a production environment, generally to service live requests and to use live data.

(w) "Backup Purposes" means using the Product solely in a backup or secondary environment that is (i) periodically or regularly receiving backups of data or configuration or settings from Product used for Production Purposes; (ii) not servicing requests; and (iii) used for the purpose of disaster recovery and/or serving

as a backup in case a live Product used for Production Purposes fails.

2. GRANT OF LICENCE

2.1 CrimsonLogic hereby grants to the Licensee a limited term, non-exclusive, non-transferable licence to (i) use the Product; ; and (ii) use the Documentation in conjunction with the Product, at the Site, solely for the Permitted Use, in accordance with the terms of this Agreement from the Acceptance Date ("the License") or the activation of the license whichever is earlier.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 All title to the Intellectual Property Rights in the Product, including the Licensed Software are and shall remain the property of CrimsonLogic and/or its licensors.

3.2 The Licensed Software is confidential information and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

3.3 The Licensee acknowledges that the license granted under this Agreement does not provide the Licensee with title or ownership of the Product, the Documentation or any modifications, updates or new releases of the Product. All rights not expressly granted to the Licensee are reserved and retained by CrimsonLogic.

4. DOCUMENTATION

4.1 Any Documentation provided by CrimsonLogic for the Product is licensed to the Licensee for the duration of the Licence.

4.2 Documentation may be provided by CrimsonLogic to the Licensee in any form, including but not limited to physical copies, computer files or made available on-line through a website. The Licensee shall not copy or reproduce the Documentation except to the extent otherwise authorised by this Agreement.

5. LICENCE CONDITIONS

5.1 The Product may only be used in strict compliance to this Agreement:

- (a) by a Licensee who has paid for the license to use the Licensed Software and purchased the Appliance;
- (b) at the Site;
- (c) solely for Permitted Use; and

(d) in accordance with the Documentation and/or normal operating procedures as notified by CrimsonLogic.

5.2 The Licensee shall not copy, alter, modify or reproduce any part of the Product except to the extent permitted by this Agreement. There shall be no modification or derivation of works of the Product without the prior written consent of CrimsonLogic.

5.3 In addition to any other remedies available to CrimsonLogic under this Agreement or otherwise, any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Licensed Software will entitle CrimsonLogic to any available legal and equitable remedy against the Licensee.

5.4 Unless specifically agreed in writing, CrimsonLogic shall not be obliged to provide any supporting services for the Product under this Agreement including but not limited to providing advice, training, error-correction, modifications, customisations, maintenance, updates, new releases or enhancements. For the avoidance of doubt, it is the Licensee's obligation to carry out the implementation of such updates and upgrades of the Product if provided by CrimsonLogic.

5.5 Each license granted to the Licensee is granted on a per Appliance license basis, subject to price list and information which shall be available from CrimsonLogic from time to time upon request.

5.6 Each license of Virtual Appliance is limited to maximum configuration of 6 vCPUs (virtual central processing unit) and 16 GiB (gibibytes) memory. Licensee shall not exceed these configurations limit without the prior written consent of CrimsonLogic.

5.7 CrimsonLogic reserves the right to retrieve logs, conduct audits on the Appliance and its configurations / settings periodically to check license compliance. Licensee shall provide all necessary access as and when required for CrimsonLogic to perform such audits.

5.8 The Licensee shall keep full and accurate records of use, and where expressly permitted, copying, modification and disclosure of the Product. The Licensee shall permit CrimsonLogic to inspect such records at any time during the Licensee's normal business hours. If CrimsonLogic requests, the Licensee shall furnish to CrimsonLogic a copy of all or any part of such records.

5.9 The Licensee shall utilise the Licence only in accordance with the Designated Purpose specified in the Proposal provided by CrimsonLogic.

5.10 For the avoidance of doubt, Product Licence designated for Backup Purposes shall be used for Production Purposes only where (i) the Product Licence(s) designated for Production Purpose are not in use; or (ii) during Backup testing.

6. MAINTENANCE SUPPORT POLICY

6.1 Provided that the Licensee has in force a valid and subsisting maintenance contract and that the Product has not reached end of life, CrimsonLogic will provide the services on the terms set out herein :-

(a) Repair / replacement of failed units
If an Appliance Server is reported faulty, the Licensee must provide information to CrimsonLogic support department ("CrimsonLogic Support") in order to identify the problem and determine its source, and provide debugging, logging, and other information required by CrimsonLogic Support. If the Appliance Server is verified faulty, CrimsonLogic Support will issue an RMA number, and upon receipt of the RMA number, the Licensee must ship the failed Appliance Server to CrimsonLogic Support for final evaluation and processing at the following address: Support Team, CrimsonLogic Pte Ltd, 31 Science Park Road, Level 1, The Crimson, Singapore 117611. Failed units must not be returned to CrimsonLogic Support without an allocated RMA number. If the Appliance Server's status cannot be verified remotely, it must be shipped back to CrimsonLogic Support for final evaluation and processing. If CrimsonLogic Support determines that an Appliance Server returned under RMA is faulty, all repairs and replacement will be processed within 45 days upon receipt of the appliance. All shipping costs including any customs, insurance or tax-related costs from and to the Licensee's location including the risks of damage, loss or theft during shipment shall be borne by the Licensee.

(b) If CrimsonLogic Support determines that a Product returned under RMA is not faulty, the Licensee is liable for shipping costs (actual costs) and service fees (calculated at the rate of Singapore Dollars \$1,000 per day, or part thereof) in respect of the time spent by CrimsonLogic Support in investigating the reported failure.

6.2. End of Life Policy: CrimsonLogic may issue End of Life Announcement(s) with respect to the Product, by giving the Licensee no less than six (6)

month prior written notice declaring that the version of the Licensed Software or the Product has reached end of life. The Licensee acknowledges that insofar as any Product is or becomes the subject of an End of Life Announcement, with effect from the Last Time Buy Date determined by that End of Life Announcement until the End of Life date, the services provided under any maintenance and/or support agreements :- (a) will be strictly limited to providing patches for the Licensed Software to such extent that CrimsonLogic in its sole discretion determines as being within its reasonable means to address security issues arising from the Licensed Software; and (b) CrimsonLogic will not be in a position to nor is it obliged to address issues arising out of any equipment, hardware or software not originally manufactured by CrimsonLogic. After the Product has passed the End-of-Life date, no further maintenance, support, error correction, patches, updates, upgrades or services of any kind will be offered or provided by CrimsonLogic with respect to the Product that has reached End of Life.

7. NO COPYING OR MODIFICATIONS

7.1 The Licensee shall not copy or reproduce the Product or Documentation by any means or in any form without CrimsonLogic's prior written consent.

7.2 The Licensee shall not modify or alter the Product or merge all or any part of the Product with any other software or equipment without CrimsonLogic's written permission.

8. REVERSE ENGINEERING

8.1 The Licensee shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Product. The Licensee will not make any attempt to gain access to the object code or source code of the Product.

9. SECURITY

9.1 The Licensee shall be solely responsible for the use, supervision, management and control of the Product and Documentation.

9.2 The Licensee shall ensure that the Product is protected at all times from misuse, damage, destruction or any form of unauthorised use.

9.3 The Licensee shall agree to indemnify and hold CrimsonLogic harmless from any and all liabilities, losses, actions, damages, or claims (including reasonable expenses, costs, and attorney fees) arising out of or relating to any use

of, or reliance on, the services of any Certification Authority (CA), including, without limitation (a) reliance on an expired or revoked certificate, (b) improper verification of a certificate, (c) use of a certificate other than as permitted by any applicable terms and conditions of the CA, this agreement or applicable law; (d) failure to exercise reasonable judgment in relying on issuer services or certificates or (e) failure to perform any of the obligations as required in the terms and conditions related to the CA services.

10. LICENCE FEES

10.1 The Licensee shall pay the Licence Fees in accordance with the payment terms in the Proposal. Failure to pay the Licence Fees by the due date will result in the immediate termination of the licence granted under this Agreement.

10.2 Unless otherwise agreed, the following shall apply in relation to the Licence Fees :- (a) the Licensee shall pay the Licence Fees within thirty (30) days of CrimsonLogic's invoice; (b) Any sum past due shall accrue interest at the rate of one per cent (1%) per annum calculated on a daily basis commencing from the date payment was due until actual payment is received; and (c) All payments of the Licence Fee shall be made free and clear of Taxes and of bank (or third party) charges imposed in the remittance of the Licence Fee such that CrimsonLogic will receive an amount equal to the amount it would have received had no such Taxes or bank (or third party) charges been made or payable.

11. WARRANTY PERIOD

11.1 For the duration of the Warranty Period, CrimsonLogic warrants that the Product when properly used will operate in conformity with the Documentation in all material respects.

11.2 If at any time during the Warranty Period the Licensee believes there is an Error in the Product such that the Product does not comply with or cannot be used in conformity with the Documentation in all material respects, the Licensee shall notify CrimsonLogic of such perceived Error.

11.3 CrimsonLogic shall investigate the perceived Error, notified pursuant to Clause 11.2. Upon the verification of the existence of the Error, CrimsonLogic's obligation and the Licensee's exclusive remedy under the warranty given in Clause 11.1 is for CrimsonLogic to, at its own expense using all reasonable efforts to repair or otherwise rectify the Error or at CrimsonLogic's

option, replacement of the Product in whole or in part.

11.4 CrimsonLogic shall not be liable under this clause to the extent that an Error is caused by the Licensee or a third party, including the failure of the Licensee or a third party to maintain the operating environment designated in the Documentation or to otherwise use the Product in accordance with specifications issued by CrimsonLogic from time to time, whether in the Documentation or otherwise.

12. CONFIDENTIALITY

12.1 The Licensee shall not, directly or indirectly, disclose any part of the Confidential Information to any other party, corporation, affiliate, subsidiary, organisation or person without the prior written consent of CrimsonLogic.

12.2 The Licensee shall not use any Confidential Information gained from CrimsonLogic or the Product during the term of this Agreement to devise any product, systems or software in competition with CrimsonLogic.

12.3 The Licensee represents and warrants that it will protect the Confidential Information of the Disclosing Party to the same extent and by the same means it uses to protect the confidentiality of its own confidential or proprietary information, but no less than a reasonable degree of care, to prevent the unauthorised use, dissemination, or publication of the Confidential Information until such time as the Confidential Information becomes public knowledge other than by breach of the undertakings contained within this Agreement or a breach by any other person of any obligation of confidentiality owed by him.

12.4 This clause shall survive the termination of this Agreement.

13. INDEMNIFICATION

13.1 Subject to Clauses 13.2, 13.3, and 13.4, CrimsonLogic shall indemnify the Licensee against liability under any final judgment in proceedings brought by a third party against the Licensee which determine that the Licensee's use of the Product constitutes an infringement of any Intellectual Property Rights of the third party.

13.2 CrimsonLogic shall not be required to indemnify the Licensee as provided in Clause 13.1 unless the Licensee:

(a) notifies CrimsonLogic in writing as soon as practicable of any infringement, suspected infringement or alleged infringement;

(b) gives CrimsonLogic the option to solely conduct the defence of such a claim, including negotiations for settlement or compromise prior to the institution of legal proceedings;

(c) provides CrimsonLogic with reasonable assistance in conducting the defence of such a claim; and

(d) permits CrimsonLogic to modify alter or substitute the infringing part of the Product at its own expense in order to avoid continuing infringement, or authorises CrimsonLogic to procure for the Licensee the authority to continue the use and possession of the infringing Product.

13.3 CrimsonLogic shall not indemnify the Licensee to the extent that an infringement, suspected infringement or alleged infringement arises from:

(a) use of the Product in combination by any means and in any form with other goods or services not specifically approved by CrimsonLogic;

(b) use of the Product in a manner or for a purpose not reasonably contemplated or not authorised by CrimsonLogic;

(c) modification or alteration of the Product without the prior written consent of CrimsonLogic; or

(d) any transaction entered into by the Licensee relating to the Product without CrimsonLogic's prior consent in writing.

13.4 The Licensee shall at all times indemnify and hold harmless CrimsonLogic and its officers, employees, and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered where such loss or liability was caused by

(a) an event specified in Clause 13.3;

(b) the failure of the Licensee to comply with any requirements of Clause 13.2;

(c) a breach by the Licensee of its obligations under this Agreement; or

(d) any willful, unlawful or negligent act or omission of the Licensee.

13.5 If CrimsonLogic is aware of or receives prompt notice of any infringement, suspected infringement or alleged infringement that, in CrimsonLogic's reasonable opinion, is likely to result in an adverse ruling, then CrimsonLogic may at its sole discretion:

(a) Obtain a right for the Licensee to continue using the Product;

(b) Modify the Product to be non-infringing;

(c) Replace the Product with a non-infringing substitute; or

(d) Terminate this Agreement.

14. DISCLAIMER OF WARRANTY

14.1 THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS AND THE EXPRESS OBLIGATIONS AND WARRANTIES MADE BY CRIMSONLOGIC IN THIS AGREEMENT ARE IN LIEU OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, CONDITION, UNDERTAKING OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING TO ANYTHING SUPPLIED OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING (WITHOUT LIMITATION) AS TO THE CONDITION, QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE OR NON-INFRINGEMENT OF THE PRODUCT OR DOCUMENTATION OR ANY PART OF THEM.

15. LIMITATION OF LIABILITY

15.1 In no event will CrimsonLogic be liable for any indirect, incidental, special, punitive or consequential loss, damage, cost or expense of any kind whatsoever, and howsoever caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption of data, loss of profits, loss of operation time, loss of goodwill or anticipated savings, even if CrimsonLogic has been advised of their possibility.

15.2 Without limiting the generality of the foregoing, CrimsonLogic shall have no liability for any damage as a result of:

- (a) misuse, incorrect use or abuse of the Product;
- (b) any modifications made to the Product by anyone other than CrimsonLogic;
- (c) The Product being installed, implemented and operated other than in accordance with the instructions in the Documentation;
- (d) the Licensee's failure to properly maintain all associate equipment, software and environmental conditions in accordance with applicable specifications; and
- (e) the Licensee's failure to properly install all updates made available with respect to the Product, and updates recommended by CrimsonLogic with respect to third party components / software that materially affect the Product.

15.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, CRIMSONLOGIC'S TOTAL CUMULATIVE LIABILITY (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) FOR ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT IN ANY CASE EXCEED THE LICENCE FEE PAID BY THE LICENSEE WITHIN THE IMMEDIATELY PRECEDING 12-

MONTH PERIOD FOR THE PRODUCT GIVING RISE TO SUCH CLAIM.

16. TERMINATION

16.1 CrimsonLogic may terminate this Agreement immediately by notice in writing if:

- (a) the Licensee is in breach of any term of this Agreement, including failure to pay any part of the Licence Fees, and such breach is not remedied within thirty (30) days of notification by CrimsonLogic;
- (b) the Licensee becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (c) the Licensee, being a partnership, dissolves, threatens or resolves to dissolve or in jeopardy of dissolving.

16.2 If notice is given to the Licensee pursuant to Clause 16.1, CrimsonLogic may, in addition to terminating this Agreement:

- (a) repossess or require the Licensee to remove, delete or destroy any copies of the Product in the possession, custody or control of the Licensee, and to certify that the Licensee has taken such steps;
- (b) retain any moneys paid;
- (c) charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
- (d) be regarded as discharged from any further obligations under this Agreement; and
- (e) pursue any additional or alternative remedies provided by law.

16.3 For the avoidance of doubt, CrimsonLogic may implement technical measures for the purposes of ensuring compliance with Permitted Use, including but not limited to collection of usage information during the term of this Agreement and prevention of misuse of the Product after the expiry or termination of this Agreement. Notwithstanding the foregoing, it is the responsibility of the Licensee to comply with the terms of the Licence.

17. FORCE MAJEURE

17.1 Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure. If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended for the duration of the Force Majeure.

17.2 If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (60) days, either Party may immediately terminate

this Agreement on providing notice in writing to the other Party.

18. SUB-CONTRACTS

18.1 CrimsonLogic shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under this Agreement through any member of its group, provided that any act or omission of that other member shall, for the purposes of this Agreement be deemed to be the act or omission of CrimsonLogic.

18.2 Subject to Clause 18.1 above, this Agreement is personal to each of the Parties, and neither Party may assign, mortgage, charge, or license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder except with the written consent of the other.

19. CRIMSONLOGIC'S RIGHTS

19.1 Any express statement of a right of CrimsonLogic under this Agreement is without prejudice to any other right of CrimsonLogic expressly stated in this Agreement or existing at law.

20. NOTICES

20.1 Notices required to be given under this Agreement shall be in writing and may be delivered by hand or by pre-paid registered mail to the addresses specified in the Proposal or such other address as the recipient may from time to time designate by notice given in accordance with this clause.

20.2 Notice shall be deemed given:

- (a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the recipient; or
- (b) in the case of pre-paid registered mail, three (3) days after dispatch.

21. WAIVER

21.1 No right under this Agreement shall be deemed waived except by notice in writing signed by each Party.

21.2 A waiver made by CrimsonLogic pursuant to Clause 21.1 will not prejudice its rights in respect of any subsequent breach of this Agreement by the Licensee.

22. SEVERABILITY

22.1 If any provision in this Agreement is found to be invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

23. SURVIVAL OF AGREEMENT

23.1 Subject to any provision to the contrary, this Agreement shall enure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers, but shall not enure to the benefit of any other persons.

23.2 The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of this Agreement shall remain in full force and effect following the expiration of this Agreement.

24. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement between the Licensee and CrimsonLogic with respect of the subject matter hereof and supersedes all other communications, written or oral, with regards to the Product.

25. THIRD-PARTY RIGHTS

25.1 A person who is not a party to this Agreement has, to the maximum extent permissible by law, no right to enforce or enjoy the benefit of any term of this Agreement.

26. RIGHT TO IDENTIFY LICENSEE AS CUSTOMER

26.1 The Licensee shall permit CrimsonLogic to (i) identify the Licensee as a customer; and (ii) cite the implementation of the Product for the Licensee or its end user as a reference or for marketing purposes, to other prospective customers, unless the Licensee specifically forbids such disclosure.

27. GOVERNING LAW

27.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

27.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be

incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one arbitrator(s). The language of the arbitration shall be English.

28. THIRD-PARTY SOFTWARE

28.1 The Licensed Software may contain third-party software (including open-source solutions) which may require copyright or license notices and/or contain additional terms and conditions.

The third-party software list, notices and/or additional terms and conditions are located at the "About" drop-down menu included as part of the Help function within the Product. All third-party software are provided "As-Is" without any warranty of any kind, and subject to the license terms of such third-party software. CrimsonLogic may amend the third-party software list at any time. By accepting this Agreement, you are also accepting the additional terms and conditions, if any, set forth therein.

CrimsonLogic Product License Terms Addendum – Appliance

This Addendum supplements and forms part of the CrimsonLogic Product License Terms applicable to the Appliance published on AWS Marketplace. By launching or using the Appliance instance, you agree to the following additional terms:

1. Each request to the Appliance instance shall constitute one (1) transaction.
2. Each Appliance instance shall have an annual transaction limit of 140,000 transactions.
3. Transactions in excess of the annual limit shall be billed in blocks of 1,000 transactions at a rate of USD \$500 per block. Partial blocks shall be rounded up to the next full block for billing purposes.
4. Each request to the Appliance instance shall not exceed an input file size of 5 MB.