

Intellidocx Asia: End User License Agreement

Customer:

Address:

Attn:

Email:

Effective Date:

This Intellidocx Asia Software Master Agreement (this “Agreement”) is between Intellidocx Asia Pte Ltd, a Singapore (“Intellidocx Asia”) and Customer and is effective as of the Effective Date. Intellidocx Asia and Customer are sometimes referred to herein as the “Parties” and individually as a “Party.” The Parties agree as follows

1. Definitions

- 1.1. **“Authorized Systems”** means computer systems, storage devices and networks owned, operated or under the supervision and control of Customer for which licenses have been purchased under this Agreement.
- 1.2. **“Authorized Users”** means any employees, contract staff, agents or independent contractors of Customer that are authorized to access the Licensed Software according to the applicable Cover Page, solely for Customer’s internal business purposes; provided that, any agent or independent contractor shall not be an Authorized User unless and until such agent or independent contractor has entered into a binding contractual agreement with Customer, which agreement is no less protective of Intellidocx Asia and its proprietary rights than the terms of this Agreement.
- 1.3. **“Confidential Information”** means any material, data or information relating to a Party’s research, development, products, product plans, services, customers, Customer Data, Customer lists, member lists, member contact information, Customer programs, donor information, donor lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, resources or other business information, trade secrets or intellectual property that such disclosing Party treats as proprietary or confidential, and is marked as “confidential” or “proprietary” or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. Without limiting the foregoing, the Licensed Software and all IP Rights associated therewith shall constitute Confidential Information of Intellidocx Asia, information or documents in any form (whether oral, written, visual, or machine readable form or otherwise, hard or soft copy) disclosed by Customer (whether directly or indirectly through any other party including its employees, advisors, consultants, the Eligible Customer Personnel) and any information that is observed or developed by the receiving Party as a consequence of information furnished by Customer to the receiving Party or in the course of discussions with Customer shall constitute the Confidential Information of Customer and all software and any databases (including any data models, structures, non-Customer specific data and Customer specific data and aggregated statistical data contained therein) disclosed by a Party shall constitute Confidential Information of the disclosing Party.
- 1.4. **“Covered Application”** means, collectively, any proprietary software application(s) that form(s) a part of the Licensed Software set out in the License Schedule (Attachment 1), for which Customer is then current on all applicable maintenance and support fees.
- 1.5. **“License Schedule”** means the Attachment 1 of this Agreement, which designates the Customer, the Licensed Software, the License Term, and the Designated Reseller, and

which contains the signatures of the Parties. The Cover Page may be amended in writing from time to time by the Parties to add additional software.

- 1.6. **“Customer”** has the meaning set forth on the 1st Page.
- 1.7. **“Customer Data”** means any information and data, including, but not limited to the information that is provided by the Customer (whether directly or indirectly through any Authorized User, Eligible Customer Personnel or other(s)) to Intellidocx Asia or the Designated Reseller, including any other software made accessible to Intellidocx Asia or the Designated Reseller by Customer (whether directly or indirectly through any Authorized User, Eligible Customer Personnel or other(s)), regardless of whether owned or licensed from third parties by Customer and whether in printed or electronic form, all data provided by Authorized Users, or any data derived from Customer’s use of the Licensed Software, and all other non-public information and materials relating to Authorized Users, or their respective businesses or business operations that Customer or Authorized Users hereunder provide or make available to or provide Intellidocx Asia or the Authorized Reseller with access to, in connection herewith.
- 1.8. **“Designated Reseller”** means the authorized software and support distributor of Intellidocx Asia, Intellidocx Asia Pte Ltd which is designated as the reseller for this license transaction.
- 1.9. **“Documentation”** means Intellidocx Asia’s standard user manuals and/or related documentation generally made available to licensees of the Licensed Software.
- 1.10. **“Effective Date”** means, for the Agreement or any Addenda, the date indicated on the Cover Page, and if no such date is indicated, the date on which the individual document has been executed by both Parties (the latter date on which it is executed by either Party).
- 1.11. **“Eligible Customer Personnel”** means up to two (2) Customer personnel designated by Customer to receive Technical Support from Intellidocx Asia.
- 1.12. **“IP Rights”** means any and all intellectual property rights of any type, recognized in any country or jurisdiction throughout the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation, all (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, (iv) trade secrets and know-how; and (v) other intellectual property rights of any type throughout the world.
- 1.13. **“License Term”** means the term specified on the Cover Page, measured from the Effective Date, which (a) in the case of a perpetual license, is perpetual, and (b) in the case of a subscription license or maintenance and support for a perpetual license, is the term specified in the License Schedule
- 1.14. **“Licensed Software”** means Intellidocx Asia’s proprietary software application(s), interfaces, tools as well as any Third-Party Software for which a license is granted or to which access is granted pursuant this Agreement.
- 1.15. **“Software Error”** means any material nonconformity of the Covered Application with the Documentation reported by to Intellidocx Asia or the Designated Reseller by Eligible Customer Personnel for which Intellidocx Asia has confirmed that Customer has provided enough information for Intellidocx Asia to replicate the nonconformity on a computer configuration that both comparable to the Authorized System and is under the control of Intellidocx Asia.
- 1.16. **“Software Update”** means all versions of the Covered Application, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which

corrects failures of the Covered Application to conform to the then-current Documentation.

- 1.17. “Software Upgrade”** means all versions of the Covered Application, developed subsequent to the Effective Date of this Agreement, which implements additional features or functions, or which produces substantial or material improvements with respect to the utility and efficiency of the Covered Application, but which does not constitute merely a Software Update.
- 1.18. “Technical Support”** means the provision of responses by qualified Intellidocx Asia personnel to questions from Eligible Customer Personnel related to use and operation of the Covered Application, including basic instruction or assistance related to functional errors in the Covered Application.
- 1.19. “Third Party Software”** means third party applications licensed to Intellidocx Asia for use in connection with the Intellidocx Asia Applications.
- 1.20. “Term”** means the length of time contracted for a subscription license or the length of maintenance services contracted for a perpetual license as identified in the applicable Cover Page or Schedule or Commercial quote.

2. License

In consideration of the mutual covenants and conditions set forth herein, and where applicable the License Model stated in the License Schedule (Attachment 1), you are permitted to:

- 2.1. License Rights:** In each License, Intellidocx Asia grants to Customer for the License Term right to use and integrate the Licensed Software identified in the License Schedule
- 2.2. Customer’s Internal Use:** Customer shall not use or permit others to use Licensed Software for any purpose other than Customer’s own internal business purposes.
- 2.3. Copies and Derivative Works:** Except as expressly permitted, Customer shall not copy, modify, or create any derivative works of the Licensed Software and shall not permit others to do so.
- 2.4. Reverse Engineering:** Customer shall not decompile, disassemble, reverse engineer, reverse assemble, reverse compile, or attempt to derive the source code for the Licensed Software
- 2.5. Transfer:** Except as expressly permitted, Customer shall not distribute, disclose, sell, rent, lease, sublicense, or otherwise transfer to any person or to any computer or other hardware any copies of or rights to the Licensed Software.
- 2.6. Marks and Notices:** Customer shall not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on the Licensed Software or any Third-Party Product included with the Licensed Software or otherwise provided by Intellidocx Asia and shall not permit others to do so. Customer shall include all trademark, logo, copyright or other proprietary notices, legends, symbols, or labels on each permitted archive copy of the Licensed Software.
- 2.7. Compliance with Laws:** Customer shall comply with all export laws and regulations of the Singapore export, re-export, license, sell, or transfer the Licensed Software in violation of any such laws, regulations, or rules of any government or any governmental authority Intellidocx Asia Software and Customer shall ensure that it will respectively comply with relevant applicable Singapore Laws.
- 2.8. Records:** For each License, beginning on the License Start Date, Customer shall maintain accurate records reasonably necessary to verify Customer’s compliance with this Agreement, including without limitation, Customer’s compliance with the validity of the software usage period as mentioned in the schedule.
- 2.9. No interference with Rights:** Intellidocx Asia does not grant any rights in any Intellidocx

- Asia Software except as expressly provided. Intellidocx Asia retains all rights, title, and interest in the Licensed Software, including any rights under patent, trademark, copyright, trade secrets, and other intellectual property laws. This Agreement does not grant to Customer any intellectual property rights of the Licensed Software. Customer does not grant any rights in any Intellidocx Asia Software.
- 2.10. Confidentiality:** Customer agrees that the Licensed Software and the structure, organization, and code underlying the Licensed Software are valuable trade secrets of Intellidocx Asia. Customer shall maintain the confidential nature of the Licensed Software. Customer shall not use or disclose or permit others to use or disclose the Licensed Software except as expressly permitted. Customer shall not permit any person to use or have access to the Licensed Software who is not a Licensed User under the client. Customer shall take all reasonable precautions necessary to protect the confidentiality of Intellidocx Asia's trade secrets. Customer shall not take any action to jeopardize, limit, or interfere in any manner with Intellidocx Asia's rights
- 2.11. No Sublicensing, assignments etc:** The License does not include the right to sublicense, assign, or transfer the License to any person, including related companies. Customer shall not sublicense, assign, or transfer the License to any person. Intellidocx Asia Software shall not assign, or transfer its rights or obligations under this Agreement to any person.
- 2.12. Documentation License:** Subject to the terms and conditions of this Agreement, Intellidocx Asia hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license during the License Term specified on the Cover Page: (i) to access and use the Documentation provided by Intellidocx Asia for the purposes of installing and operating the Licensed Software in accordance with this Agreement; and (ii) to make copies of the Documentation provided by Intellidocx Asia, solely for use by individual Internal Users. Customer acknowledges that no rights are granted to modify, adapt, translate, publicly display, publish, create derivative works, or distribute the Documentation (except for internal distribution to Internal Users for Customer's internal use).
- 2.13. Copies:** Customer may, at its own expense, make one (1) copy of the Licensed Software solely for archival or back-up purposes. Customer may make additional copies of the Licensed Software only with the express written permission of Intellidocx Asia. Customer shall maintain a log of the location of all originals and copies of the Licensed Software.
- 2.14. No Source Code:** Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the Licensed Software or any portion thereof is compiled or interpreted.
- 2.15. Delivery:** Within 3 weeks after the Effective Date, Intellidocx Asia shall deliver electronically to Customer the Licensed Software and the Documentation. Notwithstanding any provision under a separate agreement which may require Intellidocx Asia to perform certain services in installation of the Licensed Software or configuration of Customer's computers, networks or other systems, for purposes of this Agreement delivery shall be deemed complete upon receipt by Customer of the Licensed Software and Documentation (the "Delivery Date").
- 2.16. Annual True-Up:** Annually, upon the anniversary of the Effective Date, Customer shall provide Intellidocx Asia with a statement (the "Annual True-Up Statement") identifying the greatest number of usage as per the details listed in the License Schedule of the Licensed Software since the last reported usage. In the event the reported usage exceeds the number of Authorized functions listed in the License Schedule, then Customer shall pay any additional license and support fees due as a result of the overage
- 2.17. Annual Audit Rights:** During the term of this Agreement, and for a period of twelve (12) months beyond the expiration or termination thereof, Intellidocx Asia will have the right, at its own expense, upon forty-five (45) calendar day's prior written notice, to inspect and audit, once every 12 months of the Effective Date and each anniversary thereafter ("Relevant Audit Date"), Customer's use of the Licensed Software and Documentation for purposes of determining Customer's compliance with the terms and conditions herein. Intellidocx Asia shall ensure that the audit is conducted in such a manner that does not cause

unreasonable disruption to the Customer's operations, business or used of the Licensed Software. Customer agrees to cooperate on a best endeavor basis with Intellidocx Asia in the performance of any such audit and shall provide to Intellidocx Asia reasonable access to Customer's relevant records, data, information, personnel and/or facilities as Intellidocx Asia may reasonably request for such limited purposes. In the event the audit reveals that Customer has not complied with the limitations or restriction provisions of this Agreement and such non-compliance is not caused or contributed by Intellidocx Asia, Customer shall promptly pay the correct license and support fees, as applicable, for the period(s) which Customer was not so compliant with the limitations, restrictions, or termination provisions of this Agreement plus an additional ten percent (10%) of all amounts due. Provided that if the Customer provides evidence to refute the finding of the audit, no additional license and support or other fees shall be payable.

2.18. RESERVATION OF RIGHTS; OWNERSHIP: Without prejudice to the provisions of Section 3.1 of the License Terms, all rights not expressly granted in this Agreement are reserved by Intellidocx Asia and its licensors. Customer acknowledges that: (i) all Licensed Software and Documentation is licensed and not sold; (ii) Customer acquires only the right to use, customize and integrate the Licensed Software, and Intellidocx Asia and its third party licensors shall retain sole and exclusive ownership and all rights, title, and interest in, including IP Rights embodied or associated with, the Licensed Software, and all copies, modifications and derivative works thereof (whether developed by Intellidocx Asia, Customer or a third party); and (iii) the Licensed Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Intellidocx Asia and its third party licensors. Customer further acknowledges that Intellidocx Asia retains the right to use the Licensed Software for any purpose in Intellidocx Asia's sole discretion.

3. Support

Support Services: An Evaluation License does not include Support Services or Software Assurance. A Subscription License or Perpetual License includes Support Services only as follows: If Customer meets the Support Preconditions (as defined in Section 3.2) for a License Year, then Intellidocx Asia will provide Support Services for the License Year. Except as provided above, if Customer requests any services, the Customer agrees to pay at Intellidocx Asia's standard time-and-materials rates for any services, including Support Services. If Customer does not contract for Support Services, then Intellidocx Asia shall have no obligation to provide Support Services or any other services except as provided in Sections 4, 5 and 6. Intellidocx Asia shall have no obligation to provide Support Services for any specific Licensed Software after the earlier of (1) the "End of Life Date" of the Licensed Software (or the specific Major Release) in accordance with Intellidocx Asia end of life policies or (2) Three (3) years after the GA Date.

3.1. Support Preconditions: Each of the following is a "Support Precondition" for any License Year.

3.1.1. Valid license: Customer must have a Subscription License or Perpetual License for the Licensed Software and must be in full compliance with Sections 2.

3.1.2. No gap in Support Services: For a Perpetual License, Customer must have met the Support Preconditions for all preceding License Years since the License Start Date and must have contracted for Support Services continuously since the License Start Date. If this condition is not met, then Customer must meet the Support Services Reinstatement Condition of Section 3.1.3.

3.1.3. Support Services Reinstatement Condition: For a Perpetual License, if Customer fails to meet the condition of Section 3.1.2, then Customer must pay the Support Fee for the current License Year, plus all Support Fees for prior License Years necessary to make the Support Services continuous for all License Years (or portions thereof) during the License Term that did not include Support Services, plus twenty percent (20%) of the Support

Fee and eight (8%) of Software assurance fee for each License Year

- 3.2. Payment:** Customer shall pay Intellidocx Asia the undisputed Support Fees for the License Year, in the manner and in accordance with the conditions set out in Section 4. Any disputes regarding the software assurance and support fees will be informed within five (5) days of the receipt of invoice and all effort will be made by both sides to close the dispute in another ten (10) days. Customer must fully and timely pay the Support Fee for the License Year.
- 3.3. Proper use:** Neither Customer nor any person may have used the Licensed Software, any related software, and any related hardware in any manner except as expressly provided in all related Documentation. The Licensed Software cannot be and have not been misused.
- 3.4. No Alterations or Modifications:** The Licensed Software cannot have been altered or modified without authorization from Intellidocx Asia.
- 3.5. Customer's Responsibilities:** Customer must be in full compliance with Customer's responsibilities as set forth in Section 3.1.2.
- 3.6. Support Services:** If Customer satisfies the Support Preconditions, then Intellidocx Asia will provide Customer with the maintenance and support services (collectively, the "Support Services") identified on the applicable Schedule during the License Year identified on the Schedule. As indicated on the Schedule, "Support Services" may include:
- User Support (as defined in Section 3.7);
 - Updates - Standard (as defined in Section 3.8);
 - Technical Support (as defined in Section 3.9).
- "Support Services" do not include:
- on-site services, training, custom programming services, hardware, or related supplies; or
 - any services for hardware that is not a Licensed Server or hardware accessing a Licensed Server; or
 - any services for any person who is not a Licensed User, or
 - any services for a problem whereby a cause outside Intellidocx Asia's control renders the Licensed Software inoperable; or
 - any problem caused by a product not supplied by Intellidocx Asia; or
 - any reinstallation or reconfiguration.
- 3.7. User Support:** For Support Services that include User Support, Intellidocx Asia will provide User Support during Intellidocx Asia's Standard Business Hours by telephone, email, and through an Internet support portal. "User Support" means general assistance and troubleshooting with the use of the Licensed Software. The Technical Service Level Assurance for the support is provided in the Attachment 2
- 3.8. Updates - Standard:** For Support Services that include Updates (Software Assurance) - Standard, Intellidocx Asia will, within a reasonable time after the GA Date, provide to Customer all Updates for the Licensed Software having a GA Date during the License Year of the Support Services. All Updates provided to Customer become part of the "Licensed Software" and shall be subject to this Agreement and the applicable Schedule. Customer shall install each Update within ninety (30) days after delivery.
- 3.9. Technical Support:** Customer can request that Level 1 Technical Support be provided in Singapore and as such Intellidocx Asia, or the designated reseller will provide all the necessary level 1 support and lifecycle of the Support Request as mentioned in the License Schedule. For Support Services that include Technical Support, upon receipt of a Support Request for Technical Support for a problem attributed to Intellidocx Asia's programming errors, Intellidocx Asia will determine the "Level" of the problem as described in Attachment 2; and provide the Technical Support described in Attachment 2. Intellidocx Asia will use commercially reasonable efforts during 1st Level Support Standard Business Hours to respond by any Target Response Time indicated in Attachment 2, if any, for which it is responsible. Thereafter, with respect to Level 2, 3, and 4 support, Intellidocx Asia will use commercially reasonable efforts during 2nd and 3rd Level Support Standard Business

Hours to obtain an acceptable work-around, remedy or cure by the Resolution Deadline, if any. If an acceptable work-around or cure for a problem is not found by the Resolution Deadline, then the Parties will refer the problem to senior executives of Intellidocx Asia and Customer for resolution. All times in Attachment 2 are during Standard Business Hours and begin only upon Intellidocx Asia's receipt of a proper Support Request. Intellidocx Asia shall assist Customer with understanding when there are problems or errors not caused by the Licensed Software, but such problems are not included in Support Services and may require services by other third parties. Intellidocx Asia shall use commercially reasonable efforts to assist Customer to obtain support from other parties in connection with any such problem. Intellidocx Asia shall have no responsibility with respect to Support Services provided by any other third party engaged by Customer.

- 3.10. Onsite Support:** Support Services do not include on-site services. If, Intellidocx Asia and Customer agree in good faith that an on-site visit by Intellidocx Asia would facilitate completion of a work-around, remedy or cure for a Licensed Software problem covered by Support Services, then upon Customer's prior written agreement to pay Intellidocx Asia's then-current fees (hourly rate) plus reasonable travel and a per diem for living expenses, Intellidocx Asia will provide the agreed on-site services.
- 3.11. Customer Responsibilities:** Customer shall have the following responsibilities in connection with Support Services, and Intellidocx Asia shall have no obligation to provide Support Services if Customer fails to meet its obligations provided below.
- 3.11.1. Contact Persons: By written notice to Intellidocx Asia, Customer designates the following email addresses to receive notices under this Agreement;
- 3.12. Proper Hardware / Cloud Architecture:** Intellidocx Asia shall have no obligation to respond to requests for Support Services if Customer fails to use the hardware/Cloud Architecture that Intellidocx Asia has recommended, required, or specified from time to time. If an Update requires additional hardware or update to update to cloud architecture, Customer must obtain the recommended hardware / cloud architecture.
- 3.13. Intellidocx Asia Access:** Intellidocx Asia shall have no obligation to respond to requests for Support Services if Customer fails to establish, maintain and permit access (including remote access) for Intellidocx Asia to the Licensed Software and all related host systems.
- 3.14. Detailed and Accurate Descriptions:** Customer must provide detailed and accurate descriptions of the issues that require Support Services reasonably sufficient to enable Intellidocx Asia to identify and correct the issue and otherwise to provide the required Support Services. Intellidocx Asia will provide accurate descriptions and instructions that will allow the Customer to rectify the issue based on the support service levels set out in Attachment 2 to this Agreement.
- 3.15. Third Party Products:** Customer shall be responsible for, and Intellidocx Asia shall have no obligation to provide Support Services or Software Assurance for Third Party Products (including, without limitation, Network, Cloud Provider, SAP et al).
- 3.16. Data:** Customer shall be responsible for, and Intellidocx Asia shall have no obligation to provide Support Services for, any issues relating to the integrity, preservation, reconstruction, repair, or restoration of any data. Customer shall have sole responsibility to adequately backup the Licensed Software and related data.
- 3.17. Issues not caused by the Licensed Software:** Customer shall be responsible for, and Intellidocx Asia shall have no obligation to provide Support Services for, any issues caused by hardware failure, software other than the Licensed Software, catastrophe, fault or negligence of Customer or its users, operator error, improper use of hardware or misuse of the Licensed Software.
- 3.18. Installation, Setup, and Configuration:** Unless separately contracted, Customer or the reseller shall be responsible for, and Intellidocx Asia shall have no obligation to provide Support Services for, installation, setup, and configuration of the Licensed Software.
- 3.19. Payment for Services outside Support Services:** If Customer requests service outside Support Services or requests service outside Standard Business Hours, then Customer shall

- pay for Intellidocx Asia's service at Intellidocx Asia's then-current time-and-materials rates for such services.
- 3.20. Changes in Support Services:** For any Perpetual License, at least ninety (90) days before expiration of any License Year for Support Services, Intellidocx Asia may provide written notice to Customer of any reasonable changes to the terms and conditions terms for Support Services.
- 3.21. Termination of Support Services:** Intellidocx Asia may terminate Support Services by providing at least one hundred twenty (120) days prior written notice of termination to Customer. Upon such termination of Support Services Intellidocx Asia will refund any unused pro rata portion of the Support Fee for the current License Year paid by Customer.
- 3.22. Fees Payable:** In consideration for Intellidocx Asia's performance under this Agreement, Customer agrees to pay the Designated Reseller for the account of Intellidocx Asia (whether directly or indirectly to the Authorized reseller) the fees and other amounts set forth on Reseller's quotation attached herewith. All undisputed fees and other amounts due under this Agreement shall be due payable within forty (40) calendar days after date of receipt by Customer of the applicable invoice.
- 3.23. Disputed Charges:** Customer must notify Intellidocx Asia or the Authorized Reseller in writing of any dispute or disagreement with invoiced charges within twenty (20) calendar days after the date of receipt of invoice by Customer. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced.

4. Fees and Payment

- 4.1. Fees Payable:** In consideration for Intellidocx Asia's performance under this Agreement, Customer agrees to pay the Designated Reseller for the account of Intellidocx Asia (whether directly or indirectly to the Authorized reseller) the fees and other amounts set forth on Reseller's quotation. All undisputed fees and other amounts due under this Agreement shall be due payable within thirty (30) calendar days after date of receipt by Customer of the applicable invoice.
- 4.2. Disputed Charges:** Customer must notify Intellidocx Asia or the Authorized Reseller in writing of any dispute or disagreement with invoiced charges within fourteen (14) calendar days after the date of receipt of invoice by Customer. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced.
- 4.3. Late Charges:** Intellidocx Asia may charge a late charge equal to 12% per annum on any outstanding past due balance that is not the subject of a good faith dispute.
- 4.4. Taxes:** Unless otherwise stated in writing by Intellidocx Asia, prices do not include sales, use, property, customs, excise, value-added, federal, state, provincial, municipal and other similar taxes, duties or fees, levied on the Licensed Software and/or Subscription Services or other services, all of which shall be the obligation of Customer, except for any such amounts due with respect to Intellidocx Asia's profit or income. Customer shall pay or, upon receipt of invoice from Intellidocx Asia, shall reimburse Intellidocx Asia for all such taxes, irrespective of whether said taxes are included on any invoice.
- 4.5. License Fee:** For the License, Customer shall pay the License Fee, if any, to Intellidocx Asia or its distributor, no later than the License Start Date or as otherwise specified in the Schedule. For a Subscription License, (1) Customer shall pay the License Fee for the initial License Year or for the period, if less than 12months no later than the License Start Date or as otherwise specified in the Schedule, and Customer shall pay the License Fee due for each renewal License Year permitted in the Schedule no later than the start date of that License Year.

5. INTELLECTUAL PROPERTY

- 5.1. Intellidocx Asia.** Customer acknowledges and agrees that Intellidocx Asia and its licensors own all right, title and interest, including all IP Rights, in and to all Confidential Information disclosed by Intellidocx Asia, the Licensed Software, any modifications or enhancements to the Licensed Software, and all software, associated documentation, hardware, and the

work product resulting from all maintenance and support services, professional services, hosting services or any other services performed for the benefit of Customer, and any other materials, information, processes or subject matter proprietary to Intellidocx Asia provided under this Agreement. Intellidocx Asia expressly reserves all rights not expressly granted to Customer in this Agreement. Customer shall not knowingly engage in any act or omission that would impair the IP Rights of Intellidocx Asia or its licensors. In no event shall Customer obtain any ownership rights in or to the Confidential Information of Intellidocx Asia, the Licensed Software or any IP Rights of Intellidocx Asia. Customer shall not remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels on the Licensed Software, and shall include all such marks and symbols on each permitted archive copy of the Licensed Software.

5.2. Customer. Intellidocx Asia acknowledges and agrees that the Customer and its licensors own all right, title and interest, including all IP Rights, in and to the Customer Data and all Confidential Information disclosed by Customer. Intellidocx Asia shall not engage in any act or omission that would impair Customer's IP Rights or Confidential Information. In no event shall Intellidocx Asia obtain any ownership rights in or to the Confidential Information of Customer, the Customer Data, or Customer's IP Rights.

6. REPRESENTATIONS AND WARRANTIES

6.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations. Furthermore, each Party represents and warrants to the other that it has obtained, and will maintain throughout the term of this Agreement, all necessary prerequisite licenses and consents, and will comply with all applicable laws and regulations. All other warranties, if any, are specifically and conspicuously identified in the applicable Addenda hereto.

Software Limited Warranty: Intellidocx Asia warrants that, during the sixty (60) days beginning on the License Start Date (for a Subscription License, the License Start Date of the first License Year) (the "Warranty Period"). This limited warranty shall not apply if the Licensed Software has been altered, modified, or misused or if Customer is in breach of this Agreement. During the Warranty Period, Intellidocx Asia will provide software fixes, corrections, minor enhancements, and Updates at no cost to Customer.

6.2. Remedies: Customer will notify Intellidocx Asia in writing of any non-conformity with the warranty specified in Section 6.2 which notice shall include a detailed description of the non-conformity such that Intellidocx Asia can reproduce the non-conformity. Upon receipt of such written notice, Intellidocx Asia shall, at its expense, promptly repair, replace or modify the affected Licensed Software so that it is compliant. If Intellidocx Asia determines that it is not commercially feasible to repair, replace or modify the affected Licensed Software so that it is compliant Intellidocx Asia may terminate the license to use the non-confirming Licensed Software after Customer has been able to replace the Licensed Software and pay Customer a refund equal to paid but unused the License Fees paid for the non-conforming Licensed Software, depreciated on a five-year straight-line basis.

6.3. Exclusions: The limited warranty in Section 6.2 is void and shall not apply if: (i) the Licensed Software is not used in accordance with the Documentation or this Agreement; (ii) the non-conformity results from accident, abuse, misuse or misapplication of the Licensed Software by Customer or parties who have gained access to the Licensed Software through Customer; (iii) the Licensed Software has been customized, modified, enhanced or altered (other than by Intellidocx Asia); (iv) the Licensed Software is used in combination or integration with hardware, software and/or technology not approved by Intellidocx Asia; or (v) Customer is not using the most recent Support Updates to the Licensed Software provided or made available by Intellidocx Asia to Customer.

6.4. Third Party Software: Intellidocx Asia represents and warrants that it has obtained valid licenses to use and to license to Customer all third party products provided to Customer hereunder and if this representation and warranty is incorrect or inaccurate in any material respect, Customer is entitled to (i) terminate this Agreement and receive a prorated refund of all unused license fees during the remainder of the license term (ii) require Intellidocx Asia, at Intellidocx Asia's sole costs and expenses, to acquire valid licensed to use and to license to Customer all third party products provided to Customer hereunder.

7. INDEMNIFICATION

7.1. Indemnification by Intellidocx Asia.

7.1.1. Intellidocx Asia shall indemnify, defend and hold harmless Customer from and against all losses, liabilities, damages, claims, costs and reasonable expenses (including reasonable attorneys' fees) arising out of or related to a third party claim that Customer's use of, or access to, the Licensed Software infringes a United States patent, copyright or trademark or misappropriates any third party trade secrets (an "**Infringement Claim**"); provided that, Customer must give Intellidocx Asia: (a) prompt written notice of such claim, in any event within ten (10) days after receiving written notice of the claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Intellidocx Asia may reasonably request, at Intellidocx Asia's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Intellidocx Asia shall not settle any third-party claim against Customer unless (x) such settlement completely and forever releases Customer with respect thereto or (y) Customer provides its prior written consent to such settlement. In any action for which Intellidocx Asia provides defense on behalf of Customer, Customer may participate in such defense at its own expense by counsel of its choice.

7.1.2. Notwithstanding the foregoing, Intellidocx Asia shall have no obligation or liability with respect to an Infringement Claim that arises out of or relates to: (i) the combination, operation, or use of the Licensed Software with products, services, information, materials, technologies, business methods or processes not furnished or approved by Intellidocx Asia; (ii) any modification to the Licensed Software that is not created by Intellidocx Asia or is created at the direction of Customer; (iii) use of a version or release of the Licensed Software that is no longer supported by Intellidocx Asia; (iv) use of the Licensed Software without implementation of all applicable updates and error corrections; or (v) use of the Licensed Software other than in accordance with any applicable user documentation or specifications.

7.2. Upon the occurrence of any Infringement Claim for which indemnity is or may be due under this Section 7.1, or in the event that Intellidocx Asia believes that such a claim is likely, (Intellidocx Asia will, at its option: (a) appropriately modify the Licensed Software to be non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) if the remedies set forth in clauses (a) and (b) above are not commercially feasible, as determined by Intellidocx Asia in its sole discretion, Intellidocx Asia may terminate this Agreement and the licenses granted pursuant to it on written notice to Customer.

8. CONFIDENTIAL INFORMATION

8.1. Access; Ownership: The Parties acknowledge that during the performance of this Agreement, the Parties may exchange certain Confidential Information between themselves (whether directly or indirectly through the Authorized Reseller, Eligible

Customer Personnel and/or the Authorized Personal and the Receiving Party (as defined below) is required to maintain such information as confidential. The Parties agree that all items of Confidential Information are proprietary to the Disclosing Party (as defined below) and shall remain the sole property of the Disclosing Party.

Mutual Obligations: Except as may be expressly set forth in this Agreement, each Party (the “Receiving Party”) that receives Confidential Information of the other Party (the “Disclosing Party”) agrees during the term of this Agreement and thereafter, as follows: (i) to use the Confidential Information only for the purposes of performing this Agreement; (ii) to hold the Confidential Information in confidence and restrict it from dissemination to, and use by, any third party; (iii) to protect the confidentiality of the Confidential Information using the same degree of care, but no less than reasonable degree of care, as the Receiving Party uses to protect its own Confidential Information; (iv) the Receiving Party will not create any derivative work from Confidential Information disclosed by the other Party; (v) to restrict access to the Confidential Information to such of its personnel, agents, subcontractors, independent contractors and/or consultants (collectively, the “Other Receiving Persons”, and each a “Receiving Person”), if any, who have a need to know the same for the purpose of this Agreement and who have been advised of and have agreed in writing to terms no less restrictive than the terms set forth in this Agreement with respect to the treatment of such Confidential Information and the Receiving Party shall be responsible for its Other Receiving Person’s compliance of the confidentiality of the Confidential Information; and, (vi) at the option of the Disclosing Party, to either return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement, except for archival copies which may be retained and shall be destroyed in accordance with the party’s Record retention policy. Any such retained copies shall remain subject to this Section 8.

8.2. Confidentiality Exceptions: Notwithstanding the foregoing, the provisions of Section 8.2 shall not apply to Confidential Information that: (i) is publicly available or in the public domain; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient’s possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient without use of or reference to the Disclosing Party’s Confidential Information and by employees or other authorized agents of the Receiving Party who have not been exposed to the Disclosing Party’s Confidential Information; or (vi) is approved for release or disclosure in writing by the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to a third party to the limited extent required to: (a) comply with the order of a court or other governmental body against the Receiving Party, or as otherwise necessary for the Receiving Party to comply with applicable law, provided that the Receiving Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the Disclosing Party and made a reasonable effort to obtain a protective order, at the Receiving Party’s expense.

8.3. Equitable Relief: The Parties hereto agree that money damages would not be a sufficient remedy for breaches or threatened breach of Section 8 of this Agreement, and that each Party may seek injunctive relief, specific performance, or other equitable relief as a remedy for any such breach.

9. TERM AND TERMINATION

9.1. Agreement: Subject to Section 8, this Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated in accordance with this Section.

9.2. Subscription License Term: The Subscription License Term shall be as specified in the

License Schedule. Except as otherwise specified, the Subscription License will automatically renew for an additional one (1) year period, unless either Party provides notice of non-renewal at least ninety (90) days prior to the expiration of the relevant Subscription License Term.

- 9.3. Termination for Breach:** Either Party may terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party; specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within sixty (90) calendar days of receipt of such notice, and the non-breaching party may terminate this Agreement in the event that such cure is not made within such sixty (90)-day period. Without limiting the foregoing, Either Party may terminate this Agreement upon written notice in the event that the other Party breaches Section 9 of this Agreement, or becomes insolvent or enters bankruptcy.
- 9.4. Accrued Obligations:** Termination of this Agreement shall not release either Party from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination except where specifically provided for in this Agreement.
- 9.5. Cumulative Remedies:** Termination of this Agreement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.
- 9.6. Effect of Termination:** Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the Licensed Software and Documentation; (ii) immediately discontinue all use of the other Party's Confidential Information; (iii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iv) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; except for archival copies which may be retained and shall be destroyed in accordance with the party's record retention policy and (v) shall promptly pay all amounts due and remaining payable hereunder.

10 LIMITATION OF LIABILITY

- 10.1.1 Exclusion of certain damages:** INTELLIDOCX ASIA AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSESSION OF, USE OF, FAILURE OF, OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS WHETHER THE CLAIM OR LIABILITY IS BASED UPON ANY CONTRACT, TORT, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, AND NOTWITHSTANDING THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.
- 10.1.2 Maximum damages:** THE MAXIMUM LIABILITY OF INTELLIDOCX ASIA AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS TO CUSTOMER SHALL IN ANY EVENT NOT EXCEED THE SUM OF THE LICENSE FEES AND SUPPORT FEES AND SOFTWARE ASSURANCE FEES FOR THE SPECIFIC LICENSED SOFTWARE PAID BY CUSTOMER DURING THE PRECEDING TWELVE MONTHS (REGARDLESS WHETHER LIABILITY ARISES FROM BREACH OF THE LIMITED WARRANTY OR BREACH OF THIS AGREEMENT, OR BASED ON CONTRACT, TORT, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORIES).

10.2 Intellectual Property Indemnification: Intellidocx Asia shall defend (at its sole expense) Customer and its Affiliates against claims brought against Customer by any third party alleging that (i) Customer's use of the Licensed Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of a patent claim(s), copyright, or trade secret right, or other intellectual property right; (ii) Intellidocx Asia's breach of privacy or data protection obligations under the Agreement resulted in an unauthorized use of Customer Data; or (iii) Intellidocx Asia failed to comply with laws applicable to Intellidocx Asia in respect of its operation of its business under this Agreement. Intellidocx Asia will pay damages finally awarded against Customer (or the amount of any settlement Intellidocx Asia enters into) with respect to such claims, and will pay reasonable attorney's fees in connection with such defense. This obligation of Intellidocx Asia shall not apply if the alleged infringement or misappropriation results from use of the Intellidocx Asia software by Customer or its Named Users in conjunction with any other software or service not provided by Intellidocx Asia under this Agreement or not expressly set out in the Documentation (where in the absence of such combination use, the Intellidocx Asia software alone would not have given rise to the claim), or to free (no fee) or trial licenses of the Service.

10.2.1 In the event a claim under Section 10 is made or in Intellidocx Asia's reasonable opinion is likely to be made, Intellidocx Asia may, at its sole option and expense: (i) procure for Customer the right to continue using the Licensed Software or license under the terms of this Agreement; or (ii) replace or modify the Licensed Software to be non-infringing without material decrease in functionality. If Intellidocx Asia provides written notice to Customer that the foregoing options are not reasonably available, Intellidocx Asia or Customer may terminate this Agreement and Intellidocx Asia shall refund to Customer all prepaid fees for the remainder of its term after the date of termination.

10.2.2 Customer shall provide written notice to Intellidocx Asia of any claim for which indemnity is sought, promptly upon becoming aware of such claim or lawsuit and in any event within ten (10) days after receiving written notice of the claim. Customer shall fully cooperate in the defense or settlement of any such claim, including providing documents and witness testimony, and shall permit Intellidocx Asia to control the defense or settlement, including the selection of counsel. Customer shall not settle any such claim without the prior written agreement of Intellidocx Asia

10.3 Customer Indemnity of Intellidocx Asia: Customer shall defend (at its sole expense) Intellidocx Asia and its Affiliates against claims brought against Intellidocx Asia by any third party alleging that (i) use of the Licensed Software by Customer or its Affiliates or Named Users failed to comply with laws applicable to Customer, Customer's Affiliates, or such Named Users; or (ii) Customer Data or Customer's use of the Licensed Software in violation of this Agreement violates, infringes or misappropriates the rights of a third party. Customer will pay damages finally awarded against Intellidocx Asia (or the amount of any settlement Customer enters into) with respect to such claims, and will pay reasonable attorney's fees in connection with such defense. The foregoing shall apply regardless of whether such damage is caused by the conduct of Customer, its Affiliates, and/or its Named Users or by the conduct of a third-party using Customer's access credentials.

10.4 Third Party Products: INTELLIDOCX ASIA PROVIDES ALL THIRD-PARTY PRODUCTS "AS IS." INTELLIDOCX ASIA DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY THIRD-PARTY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, REPRESENTATION, OR CONDITION OF FREEDOM FROM DEFECTS, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR THE PURPOSE SOLD, FITNESS FOR PURPOSE, REASONABLE CARE AND SKILL, OR NONINFRINGEMENT. If permitted by the owner of a Third-Party Product, Intellidocx Asia will pass through to Customer any warranty by the owner.

11 General

11.1 Modifications: No modification, amendment, or waiver of any provision of this Agreement shall be effective unless signed by authorized representatives of Intellidocx Asia and Customer. Consent to or waiver of a breach of any expressed or implied term of this Agreement shall not constitute consent to or waiver of any subsequent breach.

- 11.2 Dispute Resolution:** Except with respect to equitable remedies and disputes related to the Licensed Software or Confidential Information, any dispute, claim, controversy, or disagreement between the parties arising from or relating to this agreement or the breach thereof (a “Dispute”) shall be resolved in accordance with this dispute resolution procedure.
- 11.3 Negotiation:** Initially, Intellidocx Asia’s Project Manager and Customer’s Project Manager will work to resolve any Dispute. If Intellidocx Asia’s Project Manager and Customer’s Project Manager cannot resolve the Dispute within a reasonable period of time, the Dispute shall be referred to senior management of each Party and if senior management is unable to resolve the Dispute either Party may initiate this dispute resolution process by giving written notice to other Party and the Parties shall use their good faith efforts, using senior representatives (having the authority to negotiate and bind their employer), to resolve the Dispute.
- 11.4 Arbitration:** If the parties do not resolve the Dispute within a period of thirty (30) days following the written notice initiating the dispute resolution, then, upon written notice by either Party to the other, the Dispute shall be referred to and finally resolved by legal action in the Singapore International Commercial Court (“SICC”) in Singapore. The Parties agree to procure a pre-action certificate of confidentiality (without prejudice to any right to apply for other confidentiality orders) in respect of the action and to submit to the exclusive jurisdiction of SICC. The Parties agree to use their best efforts to resolve any disagreement that arises out of this Agreement and to forward disagreements to executive leadership within their organization, having knowledge of this relationship and decision-making power, for resolution when necessary.
- 11.5 Notices:** All notices under this Agreement shall be given in writing and shall be deemed to have been given if sent addressed as indicated on the first page of this Agreement: (1) by email with confirmation of delivery, or (2) by certified or registered mail, return receipt requested, or (3) overnight courier. Each Party may change the address for notices by written notice.
- 11.6 Assignment:** Neither Party shall assign its rights or delegate its obligations under this Agreement without the other Party’s prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor’s obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Intellidocx Asia and Customer and their successors and permitted assigns.
- 11.7 Marketing:** Under this agreement, Intellidocx may issue a press release or refer to Customer in its marketing and promotional materials, verbally and/or in writing without the prior written permission of the other Party.
- 11.8 Independent Contractors:** Customer and Intellidocx Asia acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Furthermore, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either Intellidocx Asia or any employee or agent of Intellidocx Asia.
- 11.9 Amendment:** No amendment to this Agreement shall be valid unless it is made in writing and is signed by the authorized representatives of the Parties. **Waiver:** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- 11.10 Severability:** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or

more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.11 **No Third-Party Beneficiaries:** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.12 **Headings:** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.13 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein, except where specifically amended through addenda subsequent in time to this Agreement and mutually signed by both parties.

INTELLIDOCX ASIA PTE LTD

CUSTOMER

Print name: Sheravathy Thampi
Title: Director
Date: 18 February 2026

Print name:
Title:
Date:

