

# TECHNOSOFT YANA DEALER MANAGEMENT SYSTEM SOFTWARE LICENSES AGREEMENT TERMS & CONDITIONS

## 1. Grants of License

- 1.1. Grant. Technosoft (SEA) Pte. Ltd., a company incorporated in Singapore with its registered office/principal place of business at #30-30 South Beach Tower, 38 Beach Road, Singapore 189767 (“Technosoft”) hereby grants to Authorized Users a renewable worldwide, non-exclusive, non-transferable right to use Yana Dealer Management System (“Software”) and Documentation in Microsoft-hosted Dynamics Online Services subscribed to by Customer under Microsoft Cloud Agreement provided by Microsoft Regional Sales Corporation. “Authorized Users” means Customer and its affiliates with whom Customer has an agreement to access and use the Software and Documentation. An “affiliate” means any (a) with regard to a party, any legal entity that such party owns, which owns a party, or which is under common ownership with a party. “Ownership” means, for the purposes of this definition, more than 50%.
- 1.2. Ownership of Software. All right, title and interest in and to the Software, including all intellectual property rights, are and shall be owned exclusively by Technosoft or its affiliates. Customer has no commercial rights, title, or interest in or to the Software other than as expressly set forth in this Agreement. “Intellectual property rights” means any worldwide patent, copyright, trademark, trade secret, trade dress, mask work, moral right, right of attribution or integrity or other intellectual or proprietary right, including without limitation any relevant applications, registrations, continuations, and continuations-in-part related to any of the foregoing on a worldwide basis.
- 1.3. Ordering and Changes in Number of Authorized Users. Customer agrees to place an order to Technosoft for the number of Authorized Users described in such Master Agreement. Customer is entitled to increase or decrease the number of Authorized Users on an annual-basis. Should Customer elect to increase the number of Authorized Users, Technosoft shall increase Authorized Users to the corresponding tier described in the Master Agreement and adjust the prospective Subscription Fees accordingly no later than five (5) business days from Customer’s written request. Additional quantities of Authorized Users added to a Subscription will expire at the end of the original subscription. Should Customer elect to reduce the number of Authorized Users, Technosoft shall reduce Authorized Users to the corresponding tier described in the Master Agreement and adjust the respective Subscription Fees at the end of the subscription term of the terminated licenses.
- 1.4. Restrictions. Customer may use the Software only in accordance with this agreement. Customer may not (and is not licensed to):
  - a) modify, adapt, alter, translate or create derivative works from the Software or Documentation;  
or
  - b) merge the Software with other software not approved by Technosoft; or
  - c) separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights; or
  - d) sublicense, lease, rent, loan or otherwise transfer the intellectual property rights to the Software to any third party except as permitted by this Agreement or otherwise authorized by Technosoft in writing; or

- e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for any portion of the Software; or
  - f) otherwise use or copy the Software for any use not contemplated by this Agreement; provided, however, that Customer is permitted to make a single copy of the Software and Documentation for back-up purposes; or
  - g) do anything to cause or aid or assist any other person to do anything that would cause harm to the Technosoft's intellectual property rights in the Software
- 1.5. Microsoft Dynamics 365 License. Customer acknowledges that the Software licensed by the Customer under this Agreement requires Customer to have a valid license of Microsoft Dynamics 365 Online, a product that is required for the Software to be functional. Customer agrees to purchase the required Microsoft Dynamics 365 Online license from Technosoft.

## 2. License and Service Fees

- 2.1. License Fees. Customer shall pay Technosoft the undisputed Subscription License Fees as specified in the Master Agreement
- 2.2. Technical Support Services and Fees. Technosoft shall provide to Customer maintenance and technical support services as described in Annex A.
- 2.3. Payment Terms. Upon receipt of each invoice, Customer shall within 30 days thereafter forward to Technosoft, at the address included on the invoice, payment in full of the amount indicated on the invoice. If payment in full is not received by Technosoft per the terms of the invoice, Customer shall be assessed a Late Fee penalty. The Late Fee penalty is assessed interest at the rate of two (2%) of the total amount due, per month, or the maximum rate of interest allowed by law, until the invoice is paid in full. In the event Customer's account is referred to a collection agency, Customer shall also pay all costs incurred by Technosoft for actions taken by the collection agency.
- 2.4. No Refunds. Undisputed amounts paid under this Agreement are not refundable, and Customer shall have no recourse for receiving a refund of any part of such amounts.
- 2.5. Taxes. The fees payable to Technosoft in connection with this Agreement or Services are exclusive of any and all applicable sales and use taxes or any value added or similar taxes payable with respect to or associated with such License, and Customer agrees that it shall have sole responsibility for the payment of any such taxes; provided, however, that Technosoft remains solely responsible for any taxes imposed on Technosoft's income.

## 3. Verifying compliance for Software

- 3.1. Right to verify compliance. Customer must keep records relating to all use of the Software by Customer and its Affiliates. Technosoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Technosoft in furtherance of the verification, including access to systems running the Software and evidence of licenses for Software that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Technosoft's self-audit process, which Technosoft may request as an alternative to a third-party audit.

- 3.2. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use of the Software, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Technosoft for the cost Technosoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price last and customer price level. The unlicensed use percentage is based on the total number of licenses subscribed for current use compared to the actual usage base. If there is no unlicensed use, Technosoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Technosoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means
- 3.3. Verification process. Technosoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Software Customer and its Affiliates use or distribute. Technosoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

## 4. Term and Termination; Renewals

- 4.1. Term. Unless this Agreement is terminated earlier in accordance with the terms set forth herein, the term of the software licenses (the "Initial Term") shall commence on the Start Date and continue until the End Date as specified in the Master Agreement. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, all software licenses shall automatically renew for successive one (1) year terms (each, a "Renewal Term") until such time as a party provides the other party with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term
- 4.2. Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 4.3. Termination for Failure to Pay License Fees. Technosoft may terminate this Agreement, and the license rights granted hereunder, upon at least thirty (30) days' prior written notice, if Customer fails to pay any outstanding undisputed License Fees prior to the effective date of such termination
- 4.4. Payments upon Termination. Upon the termination of this Agreement, Customer shall pay to Technosoft all undisputed amounts due and payable hereunder, if any, and Technosoft shall pay to Customer all amounts due and payable hereunder, such as prepaid fees, if any.
- 4.5. Return of Customer Data. At all times during the term of Customer's subscription, Customer will have the ability to access and extract Customer Data stored in the Microsoft Dynamics Online Service according to Microsoft Dynamics Online Service policy.
- 4.6. Renewals. When Customer renews or purchases a new subscription to the Software and Microsoft Dynamics Online Service, the then-current Software and Microsoft Dynamics Online Services Terms will apply and will not change during Customer's subscription. When Microsoft or Technosoft

introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft or Technosoft may provide terms or make updates to the Software and Microsoft Dynamics Online Service Terms that apply to Customer's use of those new features, supplements or related software.

## 5. Warranties and Representations

- 5.1. Limited product warranty. Technosoft warrants that each version of the Software delivered to Customer hereunder will perform substantially in accordance with Technosoft's documentation for a warranty period of 90 days after acceptance of such Software by Customer in its production environment. This warranty does not apply to components of Software if failure has resulted from accident, abuse or misapplication by anyone other than Technosoft or its agents. This warranty does not apply to components of Microsoft Dynamics Online Service, which is covered separately by Microsoft's Limited Warranty. If Customer notifies Technosoft within the warranty period that a product does not meet this warranty, then Technosoft will, at Technosoft's option, either (A) return the price paid for the Technosoft's Software or (B) repair or replace the non-conforming Software (or component thereof).
- 5.2. Free and beta products. To the maximum extent permitted by law, free and beta products are provided "as-is," without any warranties. Customer acknowledges that the provisions of this paragraph with regard to pre-release and beta products are reasonable having regard to, among other things, the fact that Customer is provided prior to commercial release so as to give Customer the opportunity (earlier than Customer would otherwise have) to assess the suitability for the business, and without full and complete testing by Technosoft.
- 5.3. Representations. Mutual - Each of Customer and Technosoft represent and warrant that:
- a) it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
  - b) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
  - c) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
  - d) it shall comply with all applicable national, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
  - e) there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 5.4. NO OTHER WARRANTIES OR REPRESENTATIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS SET FORTH IN THIS AGREEMENT AND THE ANNEXES, TECHNOSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. TECHNOSOFT WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS

IDENTIFIED OR REFERRED TO CUSTOMER BY TECHNOSOFT UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN PARTIES, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT

## 6. Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

- 6.1. **Meaning of Confidential Information.** For the purposes of this Agreement, the term “Confidential Information” shall mean all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality, (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, Customer Data shall be deemed to be Confidential Information.
- 6.2. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 6.3. **Cooperation to Prevent Disclosure of Confidential Information.** Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 6.4. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of Customer, at the sole election of Customer, the immediate termination, without liability to Customer, of this Agreement corresponding to the breach or threatened breach.
- 6.5. **Surrender of Confidential Information upon Termination.** Upon termination of this Agreement, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return

to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Technosoft shall return Customer's Data to Customer following the timeframe and procedure described further in this Agreement. Should Technosoft or Customer determine that the return of any non-Customer Data Confidential Information is not feasible, such party shall destroy the non-Customer Data Confidential Information and shall certify the same in writing within five (10) working days from the date of termination to the other party.

## 7. Proprietary Rights

- 7.1. Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Customer may use software and related processes, instructions, methods, and techniques that have been previously developed by Technosoft (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Technosoft.
- 7.2. No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 7.3. The provisions of this Section shall survive the termination of this Agreement.

## 8. Limitation of liability

- 8.1. Limitation on direct damages. There may be situations in which a party has a right to claim damages or payment from the other party. Subject to Section 8.4, whatever the legal basis for such claims, a party's liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount Customer has paid for the Software or Services giving rise to the claims. In the case of free product, services provided to Customer free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Technosoft, Technosoft's total liability to Customer will not exceed US\$5,000, or its equivalent in local currency.
- 8.2. NO LIABILITY FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ANY OF ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH ANY AGREEMENT, PRODUCT, FIX OR SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.
- 8.3. Application. Except as specified expressly in this Section, the limitations on and exclusions of liability for damages in this Agreement (including any license or services agreement incorporating these terms) apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory, except willful breach or misconduct.
- 8.4. EXCEPTIONS. THE LIMITATIONS AND EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO (A) THE FAILURE OF (1) CUSTOMER TO PAY FEES DUE UNDER THIS AGREEMENT, (B) INDEMNIFICATION OBLIGATIONS, (C) BREACHES OF SECTION 6 (CONFIDENTIALITY) OR (D) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY.

## 9. Assignment

- 9.1. Terms and Provisions. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Customer may only assign this Agreement to a third party without the prior written consent of Technosoft in the event of a merger or sale (either in connection with a sale of a substantial portion of its assets or stock transaction), provided the surviving entity or purchaser confirms that it will abide by the terms of this Agreement.

## 10. General

- 12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Singapore. Technosoft hereby consents and submits to the jurisdiction and forum of the State District Court of the Republic of the Singapore in all questions and controversies arising out of this Agreement.
- 12.2 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.
- 12.3 Compliance with Laws; Customer Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Technosoft shall comply with Customer policies and procedures where the same are posted, conveyed, or otherwise made available to Technosoft.
- 12.4 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder.
- 12.5 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Technosoft fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section and inform the other party of its plans to resume performance.
- 12.6 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 12.7 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the

addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

- 12.8 Assignment of Agreement. This Agreement and the obligations of Technosoft hereunder are personal to Technosoft and its staff. Neither Technosoft nor any successor, receiver, or assignee of Technosoft shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Technosoft's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Customer. In the case of an assignment by Technosoft, Technosoft represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. Customer, at Customer's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of Customer's business, provided such subsequent company expressly undertakes all the obligations and undertakings of the Customer hereunder.
- 12.9 Counterparts; Softcopy. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a softcopy signature may substitute for and have the same legal effect as the original signature.
- 12.10 Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Technosoft as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.



## ANNEX A. STANDARD SUPPORT AGREEMENT

### 1. Definitions

- 1.1. "Customization" means an individualization of software code in order to perform in accordance with Customer's system's requirements and in line with Customer's business demands.
- 1.2. "Error" means an unexpected and undesired result of functionality as it applies specifically to the Software.
- 1.3. "Fix" means an additional piece of software code, an amendment of existing software code, and or process correction which is deemed to rectify an error or malfunction reported by Customer.
- 1.4. "Issue" means a general situation of dissatisfaction with a non-working or not properly working functionality of the Software, which may be based on an Error.
- 1.5. "Improvement" means any update, upgrade, modification, correction or fix of any Version of the Software outside of the typical software release cadence of Technosoft.
- 1.6. "New Module" means an additional piece of software code, which adds a new functionality and or behavior to the Software.
- 1.7. "Version" means the software in a certain development stage (i.e. v2, v 2.1, v2.1.3 etc.)
- 1.8. "Support Code" means the unique ten-digit code generated by Technosoft and provided to the Customer as a method of authorizing access to support for a particular software and or suite of software provided by Technosoft.

### 2. Terms & Conditions for Technical Support Services

By this Standard Support Agreement, Technosoft entitles Customer to utilize Technosoft's technical support services for the Software, officially licensed from Technosoft by the Customer. To receive technical support services in general, Customer will be provided with a unique code (Support Code) and the ability to log into the Technosoft's support system. The Support Code will be provided via an email to be sent directly to the POC as defined by Customer. Technosoft's technical support services can be received via the Support Request portal.

- 2.1. Exclusions. Individual services like custom implementation, customization, migration or deployment as well as Software Update Services (SUS), improvements and or administration tasks to non-Technosoft 3rd party software packages, are not covered by the Standard Support Agreement. Such services need to be ordered separately as Professional Services from Technosoft.
- 2.2. Severity. "Severity" is a measure of the relative impact an issue has on the use of the Software by Customer. Technosoft shall determine such severity level in its reasonable discretion. In making such determination, Technosoft shall give appreciable weight and deference to Customer's determination of Severity based on how Customer determines the Issue impacts its business. Following are general definition of Severity:
  - 2.2.1. "Severity One" is an Issue that prevents initial installation and operation of the Software due to a problem with the License Key or, after the Software is installed and operational, results in material degradation or failure of the functionality of the Software or server(s) on which the Software is installed. It also applies to a situation that renders a mission-critical portion of the Software unusable, prevents booting of the Server, or results in data that is unrecoverable, corrupt, or lost. No workaround or immediate solution is available.

- 2.2.2. "Severity Two" describes an Issue that prohibits installation or use of a feature described in the Documentation and results in the Customer being critically restricted in the use of the Software for a particular purpose or application. A temporary workaround may be available as Technosoft attempts to resolve the Issue.
- 2.2.3. "Severity Three" applies to an issue that involves partial, non-critical loss of functionality of the Software or impairs some operations but allows Customer to continue using the Software.
- 2.2.4. "Severity Four" applies to cosmetic Issues, including errors in the documentation, general usage questions, and recommendations for product enhancements or modifications.

### 3. Service Levels

- 3.1. Service Levels. Subject to an "unanticipated support event," Technosoft shall respond to any request for maintenance and technical support from Customer in accordance with the timeframes in the table below. If a problem or issue cannot be resolved within (5) days, it will be escalated to Technosoft's next level of senior support personnel. The Customer shall identify the priority level for each incident in accordance with the definitions defined within section 2 of this document, whereas such determination is subject to agreement by Technosoft's support personnel:

Priority	Response Time	Target Temporary Resolution or Workaround	Permanent Fix
Severity 1	<=2 working hours	< 8 working hours	15 business days
Severity 2	<=4 working hours	< 12 working hours	15 business days
Severity 3	<=8 working hours	< 48 working hours	30 business days
Severity 4	<=24 working hours	As agreed	As agreed

- 3.1.1. "Response Time" means the time from when the Customer opens the Support ticket until Technosoft reacts and responds directly to the Customer.
- 3.1.2. "Target Temporary Resolution or Workaround" means the time from when the Customer reports the problem until Technosoft diagnoses the issue and provides a workaround.
- 3.1.3. Target Temporary Resolution or Workaround ("Target Times") are based on Technosoft's past experience and professional assessment of the time it takes to problem solve issues at various severity levels. Technosoft shall at all times maintain sufficient resources, processes, policies, technology and safeguards to achieve the Response and Target Times and shall use continuous and best efforts to achieve Response and Target Times with minimum impact on the Customer's business. If the Target Times for workaround or resolution above are not achieved, Technosoft shall escalate the problem to the next higher support manager for the Customer. Without prejudice to other rights and remedies that may exist, in the event that a Severity 1 is not resolved within 10 business days or Severity 2 issue is not resolved within 15 business days, Technosoft agrees that Technosoft's senior support management will provide updates to the Customer, including any contact it designates for such update, at the frequency that the Customer requests. Technosoft's material failure to comply with the representations and warranties above shall constitute a breach of this Standard Support Agreement. If Technosoft fails to achieve Target Times notwithstanding the foregoing, Technosoft's conduct shall not be considered a breach for so long as Technosoft complies with the representations and warranties in this paragraph.

### 4. Technical Support Coverage

- 4.1. Subject to complete payment of the Subscription Fees, Technosoft shall provide Maintenance and Support for:
  - 4.1.1. The current Version of the Software (“n”) and the one (1) previous Version of the Software (“n-1”) or
  - 4.1.2. All Versions of the Software for at least eighteen (18) months, whichever is longer.
- 4.2. Technosoft shall provide the Customer at least one (1) year written notice prior to withdrawing Maintenance and Support for any Software or Version thereof. A withdrawal of Maintenance and Support for a prior Version of the Software shall not affect the Customer’s rights to use that Version of the Software under the License Agreement. After the withdrawal of Maintenance and Support for a Software or Version, the Customer shall continue to have access to “limited support” for such Software or Version if offered by Technosoft. As used herein, “limited support” shall include delivery of solutions to product problems that are previously known and defined within Technosoft’s product support databases. If requested by the Customer, any analysis, testing, debugging, diagnostic work, research efforts or repairs that extend beyond limited support will only be deliverable, subject to availability, pursuant to a separate written agreement between the Customer and Technosoft for such Services, which shall be billed to the Customer on a time and materials basis, based upon the current contract rate generally charged by Technosoft for Professional Services as mutually agreed.
- 4.3. Technosoft will provide to the Customer all Improvements within a reasonable timeframe as they become commercially available and in any event no later than they are generally provided to other Customers. Technosoft will make available to the Customer, at such cost as may be mutually agreed to by the parties and set forth in an order, all new modules that provide substantially new functionality for the Software (“New Modules”) which are generally made available to other Customers, in accordance with the Price List and standard discounts. The Customer will have the option to implement any such improvements or new modules, and the Customer’s election not to implement any such improvement or new module will not affect the Customer’s right to continue to receive the Maintenance and Support under this Section. Technosoft is generally committed to a commercially reasonable path of software improvement of its products.

## 5. Revisions to Documentation

Technosoft will provide to the Customer any revisions to the existing Documentation necessary to reflect all Fixes, Improvements, and New Modules for all major upgrades. If Technosoft delivers to the Customer any updates, upgrades, corrections, Fixes, modifications, Customizations or Improvements to, or new releases or versions of, the Software, Technosoft shall also promptly deliver to the Customer additional or amended Documentation in respect of same. In the event that Technosoft otherwise updates or modifies the Documentation, it shall make electronically available copies of same to the Customer. All such additional or amended Documentation shall be subject to the same standards as the original Documentation.

## 6. Warranty & Limitation of Liability

- 6.1. Warranty by Technosoft. Under this Standard Support Agreement, Technosoft provides services to Customer, and does not sell or license goods, except as expressly provided herein. Technosoft warrants that it will perform the Services in a workmanlike manner. If certain specifications are agreed upon in writing as the result of Professional Services to be provided by Technosoft’s Service Engineers, Technosoft warrants, that such specifications will be reached. THE WARRANTY

EXPRESSED IN THIS SECTION IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY TECHNOSOFT. EXCEPT FOR THIS LIMITED WARRANTY, TECHNOSOFT MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, RELATING TO THE SERVICES TO BE RENDERED BY TECHNOSOFT UNDER THIS STANDARD SUPPORT AGREEMENT, AND TECHNOSOFT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT MAY ARISE IN CONNECTION WITH SUCH SERVICES.

- 6.2. Warranty by Customer. Customer warrants that the rendering of the Services by Technosoft will not violate the rights of any third party, including, without limitation, intellectual property rights.
- 6.3. Limitation of Liability. For purposes of this Section, "Technosoft" includes any and all subsidiaries and affiliates of Technosoft, and the officers, directors, employees, and agents thereof. Notwithstanding the warranty provisions set forth in this Standard Support Agreement, all of Technosoft's obligations with respect to such warranties shall be contingent on Customer's use of the Services in accordance with this License Agreement and in accordance with Technosoft's Terms of Use, as such instructions may be amended, supplemented, or modified by Technosoft from time to time. Technosoft shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.
- 6.4. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH CUSTOMER IS CHARGING PURSUANT TO THIS LICENSE AGREEMENT DOES NOT INCLUDE ANY CONSIDERATION FOR THE ASSUMPTION BY TECHNOSOFT OF THE RISK OF THE CUSTOMER'S OR ANY THIRD PARTY'S INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE CUSTOMER'S USE OF THE SERVICES. ACCORDINGLY, CUSTOMER HEREBY AGREES, THAT TECHNOSOFT SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT, LOST SAVINGS OR LOSS OF REVENUES ARISING FROM THE USE OF THE SERVICES, EVEN IF TECHNOSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE. IT IS AGREED THAT TECHNOSOFT'S CUMULATIVE LIABILITY TO CUSTOMER OR ANY PARTY RELATED TO CUSTOMER FOR ANY COMMON AND PREDICTABLE LOSSES OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS STANDARD SUPPORT AGREEMENT, SHALL BE LIMITED TO THE PAYMENTS RECEIVED OR DUE FROM CUSTOMER FOR THE SUPPORT SERVICES AT ISSUE. IT IS THE AGREEMENT OF THE PARTIES THAT THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS MASTER LICENSE AGREEMENT.
- 6.5. The limitation of liability as set forth in this Section shall not apply to any damages caused by Technosoft's and/or its agents', employees' or officers' gross negligence or willful misconduct as well as in cases of personal injury or mandatory liability by law.

## 7. General

- 7.1. Relationship of the Parties. Customer and Technosoft shall be independent contractors. Nothing in this Standard Support Agreement or in the conduct of the parties shall be interpreted or construed as creating or establishing any relationship between the parties other than that of independent contractors. Without limitation of the foregoing, the parties expressly provide that neither party shall be deemed an agent nor employee of the other party, nor the parties shall not be deemed partners or joint venturers.
- 7.2. No Waiver of Default. No waiver will be effective unless documented in a writing signed by an authorized representative of the party against which enforcement of the waiver is sought. The failure of either party to insist upon strict performance of any of the terms or provisions of this

Standard Support Agreement, or the exercise of any option, right, or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right, or remedy, and such term, provision, option, right, or remedy shall continue and remain in full force and effect.

- 7.3. Non-Solicitation. During the term of this Standard Support Agreement and for a period of two (2) years after the termination of this Standard Support Agreement, Customer shall neither solicit, discuss employment with, offer employment to, nor otherwise use, hire, or utilize the services of any employee of Technosoft or any person who has been employed by Technosoft within two (2) years prior to the date of solicitation, hiring, or other such activity.
- 7.4. Governing Law and Choice of Forum. This Standard Support Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. Agreed and exclusive place of jurisdiction is Singapore.
- 7.5. Severability. If any provision of the Standard Support Agreement is held invalid by a court with jurisdiction over the parties to the Standard Support Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of the Standard Support Agreement will remain in full force and effect as if the Standard Support Agreement had been entered into without the invalid portion.
- 7.6. Statute of Limitations. Any action arising out of, resulting from, or in any way connected with this Standard Support Agreement shall be barred unless brought within two (2) years after the injured party first had or should reasonably have had knowledge of the facts giving rise to the cause of action.