

This Cloud Services Agreement and applicable attachments and other transaction documents are the complete agreement regarding transactions under this agreement (together, the "**Agreement**") under which **Client** (or "**You**") may order Cloud Management Services.

This Cloud Management Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from **Virtual Electronics Pte. Ltd.**, a company incorporated in Singapore at the address: 1 RAFFLES PLACE #20-61 ONE RAFFLES PLACE SINGAPORE (048616) (hereinafter referred to as the "**We**", or "**Us**", or the "**Company**") and is concluded between You and Us.

The Cloud Service(s) is provided exclusively by Us and by using the Cloud Service, You agree to the terms of this Agreement.

You confirm that You have authority to enter into this Agreement, or if You do not agree with its terms, you will not click 'accept' and will not use the Cloud Service.

You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (30) days of Your purchase.

### **1. WE SHALL**

- 1.1. Make the Cloud Service available, and
- 1.2. Provide basic technical support, as described in each offer available at our website. However, higher levels of support may be available for an additional fee.

### **2. WE MAY**

- 2.1. Enhance and refine the Cloud Service (provided if we do not materially reduce its functionality).
- 2.2. Perform scheduled maintenance to update the servers and software that are used to provide You the Cloud Service.
- 2.3. Perform emergency maintenance of a Cloud Service without providing advance notice to You.

### **3. YOU SHALL**

Pay our standing fees for the Cloud Service. Fees are set out in Your purchase terms. Fees are non-refundable and payment obligations are non-cancelable, except as provided in Your purchase terms or where prohibited by law.

### **4. YOUR USE OF THE CLOUD SERVICE**

- 4.1. Acceptable Use.

You may use the Cloud Service during the applicable term for Your internal business purposes only, and in accordance with the applicable Offer Description, Order, and Documentation. You are responsible for the accuracy, quality and legality of Your Customer Data, the means by which You acquired Your Customer Data and Your use of Your Customer Data with our Cloud Service.

- 4.2. You shall not:

- a. interfere with the Cloud Service, other customers' access to the Cloud Service, or with the security of the Cloud Service;
- b. sell, resell, or distribute the Cloud Service;



- c. attack or disrupt the Cloud Service, including denial of service (DoS), unauthorized access, monitoring or crawling, or distribution of malware.

#### 4.3. You are responsible for Your users.

Authorized Users may submit Customer Data to the Cloud Service, such as messages or files. We do not endorse and have no control over what Your Authorized Users submit through the Cloud Service. You are responsible for all content and Customer Data submitted to, or created in the Cloud Service.

### **5. DATA PROTECTION, PRIVACY & CONFIDENTIAL INFORMATION**

- 5.1. We will process any personal data in accordance with this Agreement, and applicable legislation, such as General Data Protection Regulation. We will maintain administrative, physical and technical safeguards consistent with all necessary standards.

We may process Telemetry Data related to Your use of the Cloud Service in order to:

- a. deliver, enhance, improve, customize, support, and/or analyze the Cloud Service, and
- b. derive Statistical Data.

We may freely use Telemetry Data that does not identify You or any of Your Authorized Users. All data may be used for purposes of enhancing, developing, marketing, and/or promoting Our products and services, including the Cloud Service.

- 5.2. Confidential Information.

The parties will protect each other's Confidential Information. Your Confidential Information includes Your Customer Data. The party receiving Confidential Information will exercise at least the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care to:

- a. restrict dissemination of Confidential Information only to individuals or third parties with a need to know and who are under a substantially similar duty of confidentiality, and
- b. not use any Confidential Information for any purpose other than to perform its obligations under this Agreement.

- 5.3. The receiving party's obligations will not apply to information that:

- a. is rightfully in its possession prior to receipt from the disclosing party,
- b. is or becomes publicly available other than as a result of a breach of this Agreement,
- c. is rightfully obtained by the receiving party from a third party under no obligation of confidentiality with respect to the information, or
- d. is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent required by law or regulation.

### **6. INDEMNIFICATION**

- 6.1. We will defend You against any third-party claim that a Cloud Service infringes such third-party's patent or copyright (a "Claim"), and will indemnify You against the final judgment entered by a court of competent jurisdiction or a settlement arising out of such Claim. We will have no obligation for any Claim to the extent such Claim is based on:

- a. a modification of the Cloud Service by You or a third party, or use of the Cloud Service outside the scope of this Agreement;
- b. combination, operation, or use of the Cloud Service with non-Our products, software, services or business processes;
- c. Customer Data; or
- d. services You provide based on the Cloud Service.

6.2. You must:

- a. promptly notify Us in writing of the Claim (or threat thereof), and any subsequent litigation updates, and
- b. cooperate with Us in the defense of the Claim (including any statements to third parties regarding the Claim), and
- c. grant Us full and exclusive control of the defense and settlement of the Claim and any subsequent appeal.

6.3. If You fail to notify Us promptly of the Claim or provide timely subsequent litigation updates, and that failure prejudices Our ability to defend, settle or respond to the Claim, then Our obligation to defend or indemnify You with respect to that Claim will be reduced to the extent We have been prejudiced. In addition, such failure to provide prompt notification will relieve Us of any obligation to reimburse You for Your attorneys' fees incurred prior to notification. If a Claim is made or appears likely, We may, at Our option:

- a. procure for You the right to continue using the Cloud Service under the terms of this Agreement, or
- b. replace or modify the Cloud Service to be non-infringing without material decrease in functionality.

If We determine that neither of these options are reasonably available, We may terminate the applicable Cloud Service upon written notice to You, and refund You a pro rata portion of the price You paid for the Cloud Service for the remainder of the unexpired term. This section states Our entire obligation and Your exclusive remedy regarding any Claims against You.

## **7. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY**

7.1. Warranty.

Unless otherwise provided in an applicable Offer Description, We warrant that it provides the Cloud Service in accordance with the Offer Description using commercially reasonable skill and care. Upon prompt notification by You of Our breach of this warranty, to the extent permitted by applicable law, Your sole and exclusive remedy is, at our option, either repair or replacement of the Cloud Service or a refund of the fees paid to Us for the period in which the Cloud Service did not materially comply. Except as expressly stated herein, to the extent allowed by applicable law, We:

- a. expressly disclaim all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, or fitness for a particular purpose or non-infringement; and
- b. make no warranty or representation that:
  - a) the Cloud Service will be uninterrupted, completely secure, error-free, or free of viruses; or
  - b) the Cloud Service will meet Your business requirements or operate with Your existing systems.

## 7.2. Limitation of liability.

Except for any amounts due to Us for the Cloud Service, either party's liability for claims related to, or arising out of, this Agreement, Your Order, or the Cloud Service, shall not exceed, in the aggregate, the fees paid to Us for the Cloud Service in the twelve (12) months preceding the last event giving rise to the liability. In no event will either party be liable for:

- a. indirect, incidental, exemplary, special or consequential damages;
- b. loss or corruption of data or interrupted or loss of business; or
- c. loss of revenues, profits, goodwill or anticipated sales or savings.

This limitation of liability applies whether the claims are in warranty, contract, tort, infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this Section 7 limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

## **8. TERM AND TERMINATION**

### 8.1. Term.

The initial term of a Cloud Service starts on the date the Cloud Service is available for Your use and lasts for the period stated in the Order.

### 8.2. Termination.

If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause.

## **9. GENERAL PROVISIONS**

### 9.1. Assignment and subcontracting.

We may assign any of our rights or delegate any of our obligations under this Agreement in our sole discretion. We may also subcontract the performance of the Cloud Service to third parties. Any such subcontract will not relieve Us of any of its obligations under this Agreement. You may not assign this Agreement without the prior written consent of Us.

### 9.2. Modifications.

As our business evolves, we may modify this Agreement. Any material changes to the Agreement are not retroactive and will only apply to future Orders. If You place a new Order after such modification, Your use of the Cloud Service will be deemed as acceptance of the Agreement, as modified.

### 9.3. Compliance with Laws.

We will comply with all applicable laws when providing the Cloud Service. We may restrict the availability of the Cloud Service in any particular location or modify or discontinue Cloud Service features to comply with applicable laws and regulations. You will comply with all applicable laws and regulations related to Your receipt and use of the Cloud Service. You must ensure You have the right to use all features of the Cloud Service in Your jurisdiction.

### 9.4. Governing law.

The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law, based on Your primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

9.5. Force majeure.

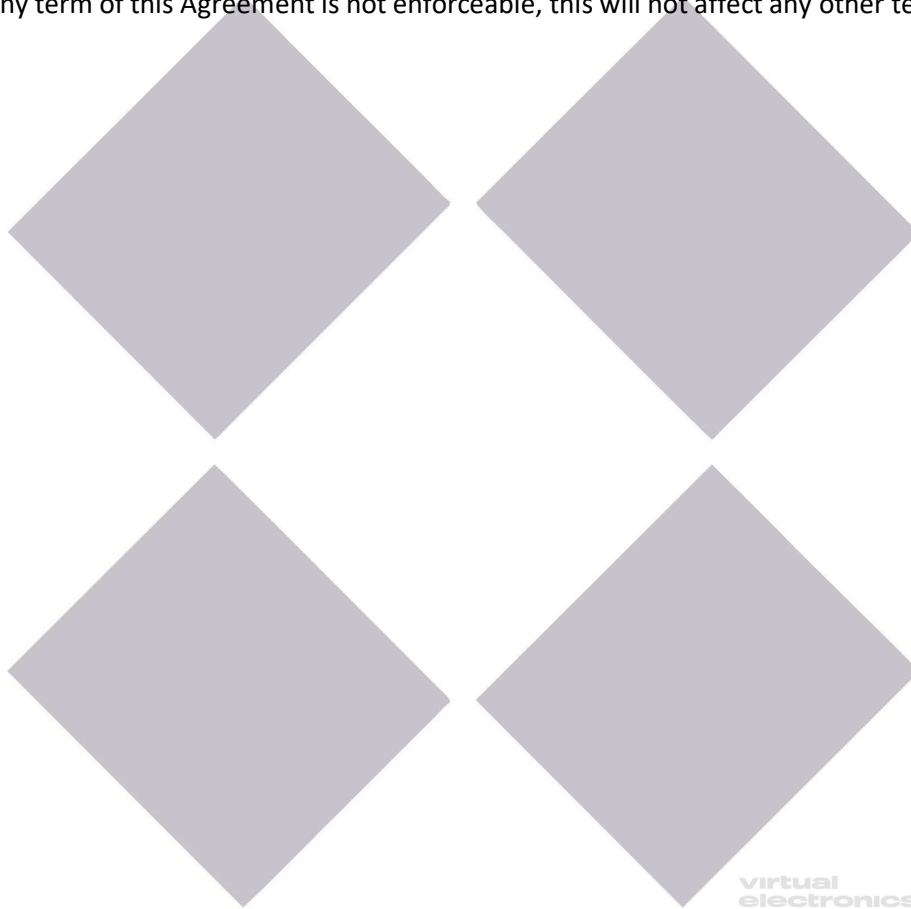
Except for payment obligations, neither of us will be responsible for failure of performance due to a force majeure event

9.6. Reservation of rights.

Failure to enforce any right under this Agreement will not waive that right.

9.7. Severability.

If any term of this Agreement is not enforceable, this will not affect any other terms



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