

This Cloud Migration Agreement describes the rights and responsibilities related to the Cloud Migration Services 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.

By clicking ‘accept’, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click ‘accept’ and do not use the Cloud Migration Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for 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.

The present Agreement governs:

### **1. DATA TRANSFER PROCESS.**

You may order Cloud Migration Services (the “Services”) through our Cloud Control Portal (the “Portal”) at the price set forth in the Portal subject to the following terms:

After You places the Order, We will:

- a. Analyze and categorize Your applications;
- b. Prepare the migration plan;
- c. Consider possibility of latency and scalability improvement;
- d. Define a comprehensive migration plan;
- e. Optimize geo location of servers;
- f. Transfer all Your data and applications to the new cloud.

### **2. THE DATA YOU TRANSFER.**

You represent and warrant that You have the right and authority to transfer the data onto the cloud, and subsequently onto the our or our partners Hardware; and that these transfers comply with all applicable laws, rules and regulations.



You are responsible for backing up all data before We start the migration and until You have verified that transfer of the data was successful and complete, we are not responsible for any loss, damage or destruction of data at any point during Our provision of the Services to You.

The Hardware and all proprietary software, programming, specifications, designs and trademarks remain the exclusive property of Us throughout the performance of the Services.

### **3. EXPORT CONTROL.**

You hereby represent and warrant that:

- a. the data is not classified as military or dual-use article/data requiring an export license or is restricted from export under applicable export control laws; and

- b. You and any customer of Yours are not subject, either directly or indirectly, to any order revoking or denying their export privileges.

#### **4. LIABILITY AND RESPONSIBILITIES OF THE PARTIES.**

We will use reasonable care in performing the Services, but will be responsible only to the extent of correcting any errors due to gross negligence or willful misconduct.

You acknowledge that Your data is automatically encrypted by the hardware and that We are not responsible for encryption of Your data.

No failure or delay on our part in performing the Services will be considered a material breach of this Agreement.

THE LIABILITY OF US WITH RESPECT TO THIS AGREEMENT TO You, AFFILIATES, AND END USERS SHALL NOT IN ANY EVENT EXCEED USD \$1,000.00 AND SHALL NOT INCLUDE ANY CONTINGENT LIABILITY. You, ON BEHALF OF ITSELF AND END USERS, ASSUMES THE RISK OF ANY HARM RESULTING FROM AN ENCRYPTION, FAILURE OF THE DEVICE OR ANY FAILURE TO BACK UP DATA THAT IS STORED ON THE DEVICE AND/OR ON OUR HARDWARE.

#### **5. WARRANTY AND DAMAGES.**

WE PROVIDE THE SERVICES ON "AS IS" TERMS AND, EXCEPT AS PROVIDED ABOVE, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE ASSUME NO RESPONSIBILITY WITH RESPECT TO USE OF THE SERVICES. You, ON BEHALF OF ITSELF AND END USERS, AGREES THAT WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES. You BEARS FULL RESPONSIBILITY FOR RISK OF LOSS FOR THE DEVICE(S) AND THE DATA STORED ON THE DEVICE(S) AND ACKNOWLEDGES AND AGREES THAT THE DEVICE(S) IS PROVIDED "AS IS".

#### **6. INDEMNITY.**

YOU AGREE TO INDEMNIFY AND HOLD US AND OUR AFFILIATES, AGENTS, AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, AND FINES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATED TO THE SERVICES, INCLUDING ANY CLAIMS MADE BY YOUR END USERS, AND ANY THIRD PARTIES.

#### **7. MISCELLANEOUS.**

You are solely responsible to pay any tax, levy, or any other charge associated with Your usage of the Services.

We may suspend, limit use, change, or withdraw the Services or change these terms at any time, with notice to You.

This Agreement is governed by and construed in accordance with the laws of Singapore.

**8. HOW WE USE YOUR DATA.**

We will process Customer Data and Personal Data in accordance with this Agreement, Our Privacy Statement, and the applicable Offer Description. We will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Customer Data processed by Us. Certain Data that We collect from a Cloud Service, or that You provide or make accessible to Us as part of Your use of a Cloud Service, is necessary for the essential use and functionality of such Cloud Service. Data is also used by Us to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Cloud Service. For those reasons, You may not be able to opt out of some of the Data collection other than by uninstalling or disabling the Cloud Service.

**9. USE OF TELEMETRY DATA AND STATISTICAL DATA.**

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. Statistical Data is owned by Us and may be used for any legitimate interest or purpose, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Our products and services, including the Cloud Service.

**10. INTERNATIONAL DATA TRANSFERS.**

We may process and store Customer Data and Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of Personal Data by the Cloud Service, including international transfers. We will only transfer Personal Data consistent with applicable law. To the extent We process any Personal Data from the EEA or Switzerland on Your behalf, we will do so in a manner consistent with the relevant EU- US Privacy Shield Principles or successor frameworks (“Principles”) (see [www.commerce.gov/privacyshield](http://www.commerce.gov/privacyshield)). Where We transfer Personal Data from an APEC Member Economy on behalf of You, We will process such Personal Data in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements (“CBPRs”) (see [www.cbprs.org](http://www.cbprs.org)) to the extent the requirements are applicable to Our processing of such data. If We are unable to provide at least the same level of protection as required by the Principles or CBPRs, We will promptly notify You and cease processing.

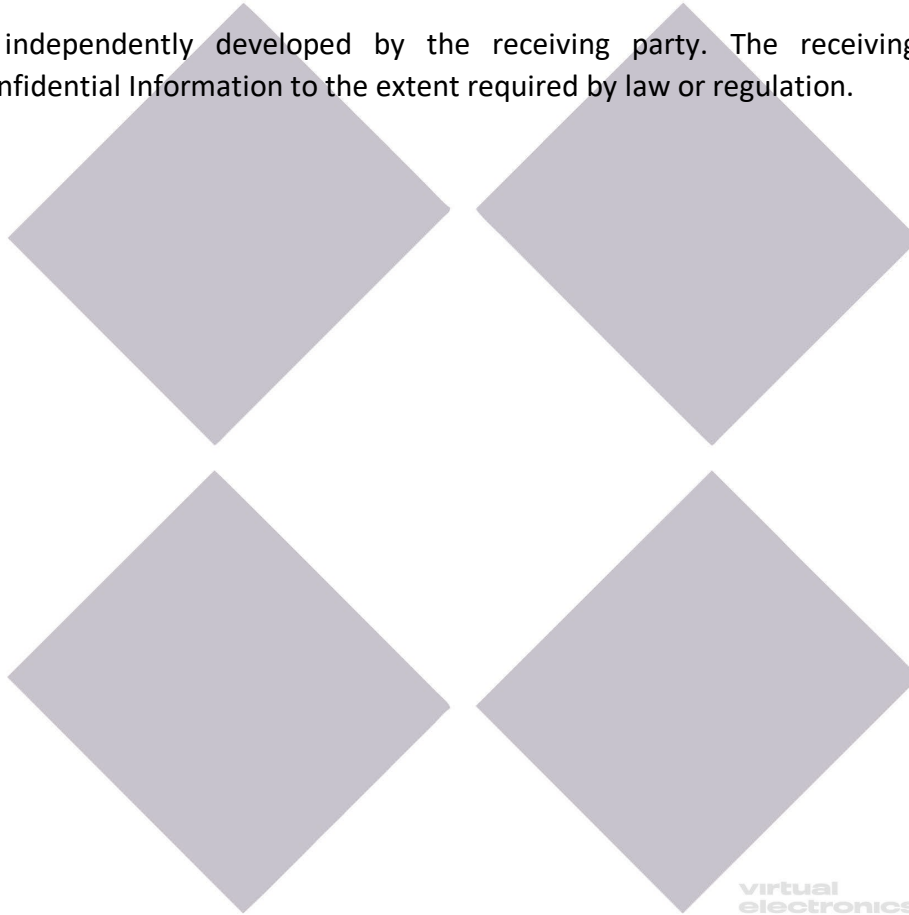
**11. CONFIDENTIAL INFORMATION.**

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.

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.



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