

## **END USER LICENCE AGREEMENT**

This End User Licence Agreement, as amended from time to time ("**EULA**") constitutes a legally binding agreement between BLU5 VIEW PTE. LTD. ("**BLU5**" or "**we**", "**us**", "**our**" as the case may be) and you (hereinafter referred to as "**you**" or "**End User**") with respect to your use of the Software (defined below).

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS EULA PRIOR TO INSTALLING, USING OR ACTIVATING THE SOFTWARE. CLICKING ON THE "ACCEPT" BUTTON AND/OR INSTALLING, USING OR ACTIVATING THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST (A) NOT INSTALL, USE OR ACTIVATE THE SOFTWARE, (B) DELETE ALL COPIES OF THE SOFTWARE ALREADY INSTALLED; AND (C) PROMPTLY RETURN ANY INSTALLATION MEDIA AND ACCOMPANYING DOCUMENTATION TO BLU5 OR ITS AUTHORISED RESELLERS.

By proceeding to install, activate or use the Software, you agree to be bound by the terms and conditions of this EULA. We may from time to time amend or revise the terms of this EULA by posting the terms on our product website (URL: <https://www.blu5group.com/legal/>), or otherwise by written notice to you. Your continued use of the Software following such notice constitutes your agreement and acceptance of such amended or revised terms.

### **1. INTERPRETATION**

In this EULA, the following terms shall have the following meanings, unless the context requires otherwise:

- 1.1. "**Authorised User**" means a person licensed under this EULA to use the Software in the manner specified by Blu5.
- 1.2. "**Blu5 Products**" means the Documentation and Software collectively.
- 1.3. "**Authorised Reseller**" means a third party that has been authorised by Blu5 to market, resell and distribute the Blu5 Products as a reseller or distributor.
- 1.4. "**Confidential Information**" shall include the Blu5 Products and all information and material:
  - (a) which has commercial value or utility in the business of the relevant party under this EULA and any information relating to either party's product plans, procedures, specifications, designs, drawings, innovations, software, patent applications, costs, prices, marketing plans, business plans, business opportunities, strategies, personnel, research, development, know-how, agreements, marketing knowledge and information, budgets, and/or projections, whether in writing or other machine readable form;
  - (b) which is designated by the disclosing party as confidential in writing or if disclosed orally, reduced to writing and designated as confidential; or
  - (c) which by its nature would be considered by any reasonable person to be confidential;
- 1.5. "**Data Intermediary**" means an organisation which processes personal data on behalf

of another organisation;

- 1.6. **“Documentation”** means any and all operating manuals and other literature or materials (whether in written and/or electronic form) provided to the End User in connection with the Software.
- 1.7. **“Intellectual Property Rights”** include patents, rights to inventions, copyrights and neighbouring and related rights, trade marks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in semi-conductor or integrated circuit layout designs, rights in designs and registered designs, database rights, geographical indications, rights in confidential information (including trade secrets) and all other intellectual property rights, in each case, whether registered or unregistered, and including all applications therefor as well as rights to apply for and to claim priority from such applications, all for the full duration of such rights, including renewals or extensions thereof, and all similar or equivalent rights or forms of protection.
- 1.8. **“Licence”** shall have the meaning ascribed to it in Clause 2.1.
- 1.9. **“Personal Data”** means, in relation to the jurisdiction in which such Personal Data is processed, all data that falls within the definition of personal information, personal data, personally identifiable information or similar language under any applicable law relating to the protection, privacy and security, collection, use or disclosure of sensitive or other personally identification information in such jurisdiction.
- 1.10. **“Relevant Data Protection Law”** means, in relation to the jurisdiction in which any Personal Data is collected, used, disclosed or processed, applicable laws and regulations in such jurisdiction addressing such collection, use , disclosure or processing (as the case may be) of such Personal Data therein.
- 1.11. **“Singapore”** means the Republic of Singapore.
- 1.12. **“Software”** means the components of the *SEdesk™* applications described in the Specific Licence Terms delivered by Blu5 or its Authorised Reseller to End User, regardless of the medium of such delivery (including without limitation, where embedded in firmware), and any subsequent modifications, enhancements, replacements thereof which Blu5 may make available to End User from time to time (in electronic or other machine readable form as may be determined by Blu5) pursuant to the Specific Licence Terms or this EULA.
- 1.13. **“Specific Licence Terms”** means any terms contained in any document provided by Blu5 or its Authorised Reseller in connection with the supply of the Software to the End User setting out the specific terms of the Licence granted in respect of the Software, including without limitation:
  - (a) the maximum number of Authorised Users licensed to access and/or use the Software;
  - (b) the territorial scope of the Licence;
  - (c) the devices and servers on which the Software may be installed and used; and

- (d) any limitations and exclusions applicable to the Licence.
- 1.14. “**Specified Messages**” shall bear the same meaning as set forth in the Personal Data Protection Act (Act 26 of 2012) of Singapore.
- 1.15. This EULA is subject to the terms of any Specific Licence Terms, which terms shall be deemed incorporated into this EULA by reference and constitute a part of this EULA. In the event of a conflict or inconsistency between the terms of this EULA and any Specific Licence Terms, the latter shall prevail to the extent of such conflict or inconsistency.
- 1.16. The obligations binding upon the End User shall also be deemed to be binding on Authorised Users, and the End User shall at all times guarantee and procure the due and timely compliance by all Authorised Users of their obligations under this EULA. The End User shall be jointly and severally liable with the Authorised Users in respect of all of the obligations of Authorised Users.
- 1.17. In this EULA, unless the context requires otherwise:
- (a) a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this EULA;
  - (b) “**this EULA**” includes all amendments, additions, and variations thereto agreed to in writing between End User and Blu5;
  - (c) “**person**” shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that “**person**” may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning;
  - (d) “**written**” and “**in writing**” include any means of visible reproduction;
  - (e) “**Recitals**”, “**Clauses**”, and “**Schedules**” are to the recitals, clauses of, and the schedules to, this EULA (unless the context otherwise requires);
  - (f) any party to this EULA includes references to the parties’ respective successors-in-title and permitted assigns;
  - (g) unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter);
  - (h) the headings used herein are inserted for convenience only and shall not affect the construction of this EULA;
  - (i) whenever the words “include”, “includes” or “including” are used in this EULA, they will be deemed to be followed by the words “without limitation”;

- (j) references to months and years shall mean calendar months and years; and
- (k) derivatives from a word given a certain meaning or interpretation have a corresponding meaning or interpretation.

## 2. GRANT AND SCOPE OF LICENCE

2.1. **Licence Grant:** Subject always to the End User's continuing compliance with the terms of this EULA, Blu5 grants to End User's Authorised Users a limited, non-exclusive, revocable non-transferable, and non-sublicensable right (the "**Licence**") to use the Software for End User's internal business purposes, in accordance with and subject to the terms of this EULA and the Specific Licence Terms.

2.2. **Scope of Use:** Subject to the Specific Licence Terms, each Authorised User may only use the Software on servers (virtual or physical) owned, leased, or otherwise controlled by the End User at the project(s) and/or location(s). Without prejudice to the generality of the foregoing, where the Software is provided as a firmware, the Software may only be used on Blu5 approved hardware and in conjunction with Blu5's component products.

2.3. **Operating Environments:** End User acknowledges and agrees that the Software is licensed for use only with certain operating environments as specified in the Specific Licence Terms or Documentation, or where the Software operates as a firmware, only on Blu5 approved hardware and in conjunction with Blu5's component products. Any use of the Software in any other operating environments or products is not supported by Blu5 and is at the End User's own risk.

2.4. **Modifications:** Except as may be allowed by applicable law which is incapable of exclusion by agreement and only to the extent expressly permitted in this EULA or in the Specific Licence Terms or any Documentation, the End User shall not, and shall ensure that the Authorised Users do not:

- (a) copy, rent, lease, sub-license, loan, translate, merge, adapt, vary, modify or otherwise permit any third parties to use the Software;
- (b) make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, communicate, republish, upload, post, transmit, edit, re-use, adapt, modify, rent, lease, loan, sell, assign, transfer, distribute, perform, display, license, sublicense or create derivative works based on the whole or any part of the Software;
- (d) alter, remove or cover proprietary notices in or on the Software, related documentation or storage media;
- (e) provide or otherwise make available the Software in whole or in part (including object and source code), in any form to any person without Blu5's prior written consent;
- (f) use the Software in any unlawful manner, for any unlawful purpose, or in any

manner inconsistent with this EULA, including and not limited to infringing Blu5's intellectual property rights or those of any third party in relation to the Software (to the extent that such use is not licensed by this EULA);

- (g) use the Software in a way that could damage, disable, overburden, impair or compromise the Software (or the systems or security of the Software) or interfere with other users; or
  - (h) use any automated process or service to access and/or use the Software (such as a bot, a spider, periodic caching of information stored by us, or "meta-searching").
- 2.5. **Third Party Components:** Where the Software incorporates any third party software products or services, End User hereby agrees that its use of such third party products or services may be subject to separate licence agreements, which the End User agrees and undertakes to comply with on a "pass through" basis. The End User shall not extract any third party software products or services from the Software and/or use the said third party software products independently of the Software.
- 2.6. **Back-up of data:** End User acknowledges that it shall be solely responsible for the backup of its own files and/or data that is being used with the Software, including such files and/or data provided or used by its Authorised Users.
- 2.7. **Compliance with Applicable Laws:** End User acknowledges that access to and use of the Software under this EULA are subject to applicable laws, including but not limited to any international technology control or export laws and regulations. End User acknowledges and agrees that it is solely responsible for ensuring that the access to and use of the Software by End User and its Authorised Users comply with all such laws, statutory orders, regulations and standards as may be applicable or required for End User's business purposes, and to apply for all necessary licenses or permits at its own costs.

### 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. End User hereby expressly acknowledges and agrees that, save only for rights granted under this EULA, all rights, titles and interests in and to the Intellectual Property Rights subsisting in or used in connection with the Software, including but not limited to the Software's look and feel, data, information, text, graphics, images, sound or video materials, photographs, designs, trademarks, trade names, URLs and content provided by third parties that are licensed to BLU5 are owned by Blu5 or its third party licensors. All rights are reserved and any rights not expressly granted herein are withheld. End User shall not and shall ensure that its Authorised Users do not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership of such content by Blu5 or its licensors thereof.
- 3.2. Without limiting the generality of the foregoing, the "BLU5" name, "SEdesk" and any logos, service marks, slogans, product names and designations and other proprietary indicia associated with Blu5, the Software or any other Blu5 Products, whether registered or unregistered (collectively, "**Trademarks**") are Blu5's property and may not be used without Blu5's prior written permission which may be withheld in Blu5's absolute and sole discretion. End User hereby acknowledges that any rights of goodwill or other rights that may arise in relation to End User's permitted use of the said Trademarks shall accrue

to Blu5 for its exclusive benefit and ownership.

- 3.3. If the Software becomes, or in Blu5's reasonable opinion is likely to become, the subject of a third party claim for infringement of any copyright, Blu5 may at its option and expense, either (a) obtain the right for End User and its Authorised Users to continue using the Software in accordance with the EULA; (b) replace or modify the Software so that it becomes non-infringing while retaining substantially similar functionality; or (c) if neither of the foregoing remedies can be reasonably effected, terminate this EULA and the Licence.
- 3.4. If the End User shall at any time devise, discover or acquire rights in any improvement, enhancement or modification to any Blu5 Products ("**Improvement**"), the End User shall promptly notify Blu5 in writing giving details of it and provide to Blu5 such information or explanation as Blu5 may reasonably require to be able effectively to utilise the same. The End User shall grant a non-exclusive, perpetual, irrevocable, sub-licensable, transferrable, royalty-free licence throughout the world to Blu5, for Blu5 to use, adapt and/or incorporate such Improvement in all Blu5 Products for sale and distribution to any other licensees and/or users, which licence shall also extend to any patent granted in relation to the Improvement.

#### **4. CONFIDENTIAL INFORMATION**

- 4.1. End User shall keep, and shall procure that its directors, Authorised User(s), and all other employees keep, secret and confidential all Confidential Information communicated to it by Blu5 and shall not disclose the same or any part thereof to any person whatsoever other than to its directors, Authorised Users, other employees or advisors on a strictly need to know basis for any purpose other than the use of the Blu5 Products in the manner permitted under this EULA.
- 4.2. Without prejudice to the generality of Clause 4.1, all information, data, drawings, specifications, documentation, software listings, source or object code which Blu5 may have imparted and may from time to time impart to End User or any of the Authorised Users or which End User or any of the Authorised Users otherwise obtain in relation to the Blu5 Products is proprietary and confidential. End User agrees that it shall, and shall procure that the Authorised Users, use the same solely in accordance with the provisions of the licence granted under EULA and that it and the Authorised Users shall not at any time during or after expiry or termination of this EULA, disclose the same, whether directly or indirectly, to any third-party without Blu5's prior written consent.
- 4.3. The foregoing provisions shall not prevent the disclosure or use by End User of information which is or hereafter, through no fault of End User becomes public knowledge or to the extent permitted or required by law.
- 4.4. The provisions of this Clause 4 shall survive beyond the termination or expiration of this EULA for any reason whatsoever and continue in full force and effect.

#### **5. TERMINATION OF AGREEMENT**

- 5.1. This EULA shall commence on the date of activation of the Software and remain in force for the duration of the licence term or services provided (where the Software is licensed under a subscription based model), under the terms and conditions of this EULA, the

Specific Licence Terms or any other agreements entered into between the End User and Blu5 or with the Authorised Reseller in relation to the use of the Blu5 Products, unless earlier lawfully terminated.

5.2. Blu5 may, without prejudice to its rights or remedies at law or equity, terminate this EULA immediately upon the occurrence of the following events:

- (a) End User breaches or fails to comply with any of the terms and conditions contained in this EULA, or payment terms as agreed with Blu5 or with the Authorised Reseller, and where periodic licence fees apply, the Software may additionally “time out” or automatically disable or be disabled by Blu5 using other technological measures on the expiry date, unless the applicable fees have been paid by End User. If for any reason the Software does not time out or disable after the expiry date, and the fees to update the Software has not been paid, the Software will be out-of-date, and Blu5 shall in no circumstances be liable in any way for its continued presence, or the End User’s continued use or reliance on the same;
- (b) the termination of the Specific Licence Terms;
- (c) where the termination of the EULA is so specified in the Specific Licence Terms or in any other agreements entered into between the End User and Blu5 or with the Authorised Reseller;
- (d) where End User or any Authorised Users conduct itself in a manner detrimental to the integrity, security and operation of the Software or any information systems connected or in operation with the same;
- (e) where End User terminates or suspends its business, becomes insolvent, is unable to pay its debts as they fall due, makes an assignment for the benefit of its creditors, or becomes subject to control of an administrator, judicial manager, receiver or similar authority, or becomes subject to any winding-up, bankruptcy or insolvency proceedings;
- (f) where End User seeks to sell, assign, transfer or sub-license the Licence granted under this EULA; and/or
- (g) at any time and for any reason upon giving to End User at least thirty (30) days prior notice, in written or electronic form.

5.3. Without prejudice to any rights and remedies of Blu5 at law or equity which may have arisen or accrued prior to the date of termination or expiry, End User hereby expressly agrees that upon termination of this EULA for any reason:

- (a) the Licence and all rights granted to the End User under this EULA shall immediately terminate, and no part of any fee or other consideration already received by Blu5 or its Authorised Resellers for the supply or licensing of the Software hereunder shall be refundable or payable to the End User;
- (b) all rights and obligations of the parties under this EULA shall automatically terminate, except for (i) End User’s payment or other obligations accrued up to the date of termination, and (ii) obligations that are expressly stated herein, or by

implication intended by the parties, to come into force or remain in effect on or after such termination;

- (c) Blu5 may, at its sole and absolute discretion and without prior notice, delete, remove or destroy the End User's or Authorised User's data or information that is hosted on Blu5's systems or servers, or otherwise used in connection with the Software, and it is the sole responsibility of End User to have maintained backed-up copies of the same;
- (d) End User shall immediately cease, and procure that all its Authorised Users immediately cease, access to or use of the Blu5 Products; and
- (e) End User shall at Blu5's direction, destroy, permanently erase or return to Blu5 all copies of the Blu5 Products and all Confidential Information in the End User's possession or control.

5.4. The provisions of this Clause 5 shall survive the termination of this EULA for any reason whatsoever and continue in full force and effect.

## **6. SUPPORT**

6.1. This EULA does not entitle End User to any support, maintenance, upgrades, patches, enhancements, or fixes for the Software (collectively, "**Support**") unless End User has made separate arrangements for Support with Blu5 or its Authorised Resellers and paid any fees associated with such Support. Any such Support for the Software that may be made available by Blu5 shall become part of the Blu5 Products, and is subject to the applicable terms of this EULA, the Specific Licence Terms and all other related contracts or agreements.

## **7. DISCLAIMER AND LIMITATION OF LIABILITY**

7.1. THE BLU5 PRODUCTS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. BLU5 DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR THAT SUCH ERRORS WILL BE CORRECTED, OR THAT THE OPERATION OF THE SOFTWARE WILL MEET END USER'S REQUIREMENTS.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLU5, ITS AFFILIATES, DIRECTORS, SHAREHOLDERS, OFFICERS, REPRESENTATIVES AND AGENTS:

- (a) MAKE NO REPRESENTATIONS OR WARRANTIES IN RELATION TO THE BLU5 PRODUCTS. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, ALL CONDITIONS, WARRANTIES AND OTHER TERMS RELATING TO THE BLU5 PRODUCTS OR THEIR USE WHICH MIGHT BE IMPLIED BY STATUTE, COMMON LAW OR AT EQUITY, INCLUDING AND NOT LIMITED TO WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, SATISFACTION, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED;
- (b) SHALL NOT BE RESPONSIBLE FOR ANY AND ALL LIABILITY, ANY CONSEQUENCES, CLAIMS, LIABILITY, LOSS OR DAMAGE (HOWSOEVER ARISING):



- i. CAUSED BY EQUIPMENT, INTERNET SERVICE PROVIDERS, NETWORK SERVICE PROVIDERS OR THEIR AGENTS OR SUB-CONTRACTORS;
- ii. ANY COMPUTER VIRUSES OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, AGENT, PROGRAMME, MACROS OR OTHER SOFTWARE ROUTINE OR HARDWARE COMPONENTS DESIGNED TO PERMIT UNAUTHORISED ACCESS, WHICH MAY INTERFERE WITH OR COMPROMISE THE SECURITY WHEN USING THE SOFTWARE;
- iii. ANY BREAKDOWN OR MALFUNCTION OF ANY EQUIPMENT, SYSTEM OR SOFTWARE USED IN CONNECTION WITH THE BLU5 PRODUCTS, WHETHER BELONGING TO BLU5 OR NOT, INCLUDING BUT NOT LIMITED TO ANY ELECTRONIC TERMINAL, SERVER OR SYSTEM, TELECOMMUNICATION DEVICE, CONNECTION, ELECTRICITY, POWER SUPPLY, TELECOMMUNICATION OR OTHER COMMUNICATIONS NETWORK OR SYSTEM ; AND/OR
- iv. RELATING DIRECTLY OR INDIRECTLY TO ANY USE, RELIANCE, ACTION OR INACTION BY END USER OR ANY AUTHORISED USERS BASED ON INFORMATION, SERVICES OR OTHER MATERIAL ON OR AVAILABLE THROUGH THE ACCESS OR USE OF THE BLU5 PRODUCTS.

7.3. BLU5, ITS AFFILIATES, DIRECTORS, SHAREHOLDERS, OFFICERS, REPRESENTATIVES AND AGENTS SHALL UNDER NO CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY BE SUFFERED BY END USER OR ANY AUTHORISED USERS WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL, AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, THE FOLLOWING TYPES OF LOSS OR DAMAGE ARE SPECIFICALLY EXCLUDED:

- (a) SPECIAL DAMAGES, EVEN IF BLU5 WAS AWARE OF THE CIRCUMSTANCES IN WHICH SUCH SPECIAL DAMAGE COULD ARISE;
- (b) EXEMPLARY DAMAGES;
- (c) LOSS OF PROFITS, INCOME OR REVENUE;
- (d) LOSS OF ANTICIPATED SAVINGS;
- (e) LOSS OF BUSINESS OR BUSINESS OPPORTUNITY;
- (f) LOSS OF GOODWILL;
- (g) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
- (h) LOSS OR CORRUPTION OF DATA;

- (i) LOSS DUE TO BUSINESS INTERRUPTION; AND/OR
  - (j) OTHER DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.
- 7.4. THE AFORESAID DISCLAIMERS AND EXCLUSIONS SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE UNDER LAW, BUT SHALL NOT APPLY IN RESPECT OF ANY LIABILITY, LOSS OR DAMAGE RELATING TO:
- (a) DEATH OR PERSONAL INJURY CAUSED BY BLU5'S NEGLIGENCE;
  - (b) FRAUD OR FRAUDULENT MISREPRESENTATION; OR
  - (c) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.
- 7.5. WHERE THE LIABILITY OF BLU5 IS NOT OR CANNOT BE EXCLUDED, BLU5'S MAXIMUM AGGREGATE LIABILITY TO END USER AND THE AUTHORISED USERS COLLECTIVELY IN CONNECTION WITH ANY USE OR INABILITY TO USE THE BLU5 PRODUCTS, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER ARISING OUT OF OR RELATING TO THIS EULA, ANY SPECIFIC LICENCE TERMS, THE LICENCE AND ANY COLLATERAL CONTRACT OR ANY PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED BY BLU5 SHALL IN NO CIRCUMSTANCES EXCEED THE SUM EQUIVALENT TO THE AGGREGATE OF THE LICENCE FEES PAID BY THE END USER TO BLU5 WITHIN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE EARLIEST CLAIM ARISES, SAVE THAT WHERE NO SUCH LICENCE FEES HAVE BEEN PAID OR ARE PAYABLE IN THE PRECEDING 12 MONTHS, BLU5'S MAXIMUM AGGREGATE LIABILITY SHALL INSTEAD NOT EXCEED THE SUM OF SGD 100.00 (ONE HUNDRED SINGAPORE DOLLAR)

## **8. INDEMNITY**

- 8.1. End User agrees to fully indemnify and hold harmless Blu5, its affiliates, directors, shareholders, officers, representatives and agents (collectively, the "**Indemnitees**") from and against any claim, demand, loss, damage, cost, or liability (including reasonable legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from (i) End User and/or its Authorised Users' breach of this EULA or of the Specific Licence Terms (ii) End User's and/or its Authorised Users infringing any Intellectual Property Rights of Blu5, its licensors or any third parties, and/or (iii) the use by End User and/or its Authorised Users of the Blu5 Products, whether arising out of the actions of End User and/or its Authorised Users, their respective employees, representatives or agents or otherwise howsoever.

## **9. PERSONAL DATA**

- 9.1. End User acknowledges and agrees that where the End User or any Authorised User discloses Personal Data to Blu5, Blu5 is a Data Intermediary processing such Personal Data on the End User's behalf, and all necessary consents from the relevant individuals to whom the Personal Data relates will have been obtained at the time of disclosure, for the disclosure of such Personal Data to Blu5, for Blu5's collection, use and/or disclosure in the course of processing such Personal Data and that such consents have not been withdrawn.

- 9.2. End User represents and warrants to Blu5 that it has at all times complied with and will continue to comply with the requirements of all Relevant Data Protection Law, whether applicable to End User and/or Blu5, in respect of the collection, use, disclosure and other handling of Personal Data (including the sending of Specified Messages, if applicable).

## 10. GENERAL

- 10.1. **No Other Agreements** - This EULA, together with the Specific Licence Terms and any other documents incorporated or referred to herein, sets forth the complete and entire agreement between Blu5 and the End User relating to the subject matter of this Agreement, including End User' and its Authorised Users' use of the Blu5 Products, and supersedes any and all previous agreements relating to such subject matter. End User agrees and acknowledges that it has not accepted this EULA in reliance upon any representation, warranty or undertaking which is not set out or referred to in this EULA.
- 10.2. **Third Party Rights** - A person who is not a party to this EULA shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms.
- 10.3. **Severability** - If any provision of this EULA is found by a competent court to be invalid, illegal, or unenforceable for any reason, End User agrees that any remaining portion of that provision, and all other provisions of this EULA, shall remain valid and enforceable to the fullest extent permitted by law in order to give effect to the Parties' intentions.
- 10.4. **Illegality** - The illegality, invalidity or unenforceability of any provision of this EULA under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
- 10.5. **Force Majeure** – Blu5 shall be under no liability to End User, or any of its Authorised Users, in respect of anything which, apart from this provision, may constitute breach of this EULA arising by reason of force majeure, namely, circumstances beyond our control which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the Software, materials, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).
- 10.6. **Remedies and Waiver** - Any failure or delay by Blu5 to enforce or exercise any provision of this EULA or any right or remedy under this EULA shall not operate as a waiver thereof, and any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. Blu5's rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided at law.
- 10.7. **Governing Law and Dispute Resolution** - This EULA is governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with

this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

- 10.8. **Contact Us** - If you have any questions regarding this EULA, please contact: info@blu5view.sg – Blu5 View Pte. Ltd. - 10 Anson Road #12-14 - International Plaza - 079903 Singapore.