

CUSTOMER TERMS - SOFTWARE-AS-A-SERVICE

1. **Scope and Parties.** These Customer Terms for Software-as-a-Service (the “Agreement”) govern the purchase, access and use of software-as-a-service from **Entco Singapore (Sales) Pte. Ltd.** (“Company”) by the Customer entity identified below (“Customer”). The terms of this Agreement become effective when Company accepts Customer’s order, upon renewal of an order or upon Customer’s use of SaaS (defined below) (“Effective Date”), and will remain in effect unless terminated pursuant to Section 19 (Termination).
2. **Company Software-as-a-Service.** “Software-as-a-Service” or “SaaS” mean the Company branded online software solutions that Company makes available for Customer use through a network connection, each as described in the applicable supporting material and other exhibits or attachments that are each made a part of this Agreement (collectively, “Supporting Material”). The terms for use of each SaaS is stated in the Supporting Material. Supporting Material may include service descriptions, data sheets, statements of work and their applicable exhibits, addenda, and attachments which may be available to Customer in hard copy or by accessing an Company website. In the event of a conflict, Supporting Material takes precedence over this Agreement.
3. **Orders.** Customer may place orders for SaaS through our website, customer-specific portal, or by letter, fax, or e-mail (each upon Company’s acceptance, an “Order”). The term of each SaaS subscription is stated in the applicable Order or Supporting Material and begins on the date that SaaS is made available to Customer (“SaaS Order Term”).
4. **Access Rights.** During the applicable SaaS Order Term, Customer may access and use SaaS in accordance with the applicable Supporting Material and this Agreement. Customer is responsible for complying with the terms of this Agreement and the Supporting Material. Customer is responsible for any and all use of SaaS through Customer’s credentials or any account that Customer may establish. Customer agrees to maintain the confidentiality of Customer’s account, credentials, and any passwords necessary to use SaaS. Should Customer believe that there has been unauthorized use of Customer’s account, credentials, or passwords, Customer must immediately notify Company.
5. **Usage Limitations.** SaaS may be used only for Customer’s internal business purposes and not for commercialization. Customer will not: (i) exceed any usage limitations identified in the Supporting Material; (ii) except to the extent expressly permitted in Supporting Material, sell, resell, license, sublicense, lease, rent, or distribute SaaS or include SaaS as a service or outsourcing offering, or make any portion of SaaS available for the benefit of any third party; (iii) copy or reproduce any portion, feature, function, or user interface of SaaS; (iv) interfere with or disrupt the integrity or performance of SaaS; (v) use SaaS to submit, send, or store Customer-provided SaaS Data that is obscene, threatening, libelous or otherwise unlawful or tortuous material, violates any third party’s privacy rights, or infringes upon or misappropriates intellectual property rights; (vi) use SaaS to disrupt or cause harm to a third party’s system or environment; (vii) access SaaS to build a competitive product or service; or (viii) reverse engineer SaaS. Customer is responsible for complying with all terms of use for any software, content, service, or website it loads, creates, or accesses when using SaaS.
6. **Payment terms.**
 - a. **Prices and Taxes.** Prices will be as quoted in writing by Company or, in the absence of a written quote, as set out on our website, customer-specific portal, or Company published list price at the time an order is submitted to Company. Prices are exclusive of taxes, duties, and fees unless otherwise quoted. If a withholding tax is required by law, please contact Company order representative to discuss appropriate procedures.
 - b. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of Company’s invoice date. Company may suspend or cancel performance of open Orders or services if Customer fails to make payments when due.
7. **Customer-provided SaaS Data.** Customer is solely responsible for the data, text, audio, video, images, software, and other content input into an Company system or environment during Customer’s access or use of SaaS (“Customer-provided SaaS Data”). As between Company and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer-provided SaaS Data. Customer hereby provides to Company all necessary rights to Customer-provided SaaS Data to enable Company to provide SaaS. Company will use Customer-provided SaaS Data only as necessary to provide SaaS, technical support, or as otherwise required by law.

8. Personal Data.

- a. If, in the course of providing SaaS, Company agrees in writing to process Customer Personal Data, Company shall process such data only as permitted under this Agreement and in compliance with data protection legislation to which Company is subject as a service provider and processor of Customer Personal Data.
- b. "Customer Personal Data" means personal data of which Customer or its affiliates is the controller and which Company processes in the course of providing SaaS. The terms "controller", "processor", "process", "processed", "processing", and "personal data" used in this Agreement shall be as defined by EU Directive 95/46/EC, unless otherwise defined by applicable data protection legislation.

9. Data Security. Company implements technical and organizational measures to protect Customer-provided SaaS Data. The Supporting Material for each SaaS describes the measures implemented for such SaaS.

10. SaaS Performance and Operations. Company's ability to deliver SaaS will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver SaaS.

11. SaaS Operations. So long as during the SaaS Order Term, Company does not materially degrade the functionality, as described in Supporting Material, of SaaS: (i) Company may modify the systems and environment used to provide SaaS; and (ii) Company reserves the right to make any changes to SaaS that it deems necessary or useful to maintain or enhance the quality or delivery of Company's services to its customers, the competitive strength of or market for Company's services, or SaaS' cost efficiency or performance. Company may use global resources, such as Company affiliates or third parties in worldwide locations to provide SaaS and perform its obligations.

12. License Grant to Software in connection with SaaS. To the extent that Company provides software in connection with SaaS, Company grants Customer a non-exclusive and non-transferable license to use the version or release of the Company-branded software listed in the Order or the applicable Supporting Material (the "Licensed Software") during the SaaS Order Term. Unless otherwise stated in writing, Customer may only use the Licensed Software for internal purposes and not for further commercialization. Customer may make a copy or adaptation of the Licensed Software only for archival purposes or when it is an essential step in the authorized use of the Licensed Software. Customer agrees that it will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of any Licensed Software unless permitted by statute, in which case Customer will provide Company with reasonably detailed information about those activities. For non-Company branded software, the third party's license terms will govern its use. Company may monitor and audit Customer use of the Licensed Software and compliance with any associated license terms and, if Company makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may not sublicense, assign, transfer, rent, or lease the Licensed Software except as permitted in writing by Company.

13. Warranty: Company WILL PERFORM Company SAAS BY QUALIFIED PERSONNEL AND IN A WORKMANLIKE MANNER CONSISTENT WITH THE SUPPORTING MATERIAL. TO THE EXTENT PERMITTED BY LAW, Company DISCLAIMS ALL OTHER WARRANTIES. Company DOES NOT WARRANT THAT Company SAAS WILL BE UNINTERRUPTED OR ERROR FREE. IF Company PROVIDES CUSTOMER WITH A FREE-OF-CHARGE SAAS ORDER TERM, INCLUDING BUT NOT LIMITED TO Company SAAS PROVIDED ON AN EVALUATION OR "FREEMIUM" BASIS, Company SAAS IS PROVIDED "AS IS" AND TO THE EXTENT PERMITTED BY LAW, Company DISCLAIMS ALL WARRANTIES AND LIABILITY.

14. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants Company a non-exclusive, worldwide, royalty-free right and license to any intellectual property, including Customer-provided SaaS Data, that is necessary for Company and its designees to perform SaaS.

15. Intellectual Property Rights Infringement. Company will defend and/or settle any claims against Customer that allege that an Company-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. Company will rely on Customer's prompt notification of the claim and cooperation with our defense. Company may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the balance of any pre-paid amount for the affected SaaS. Company is not responsible for claims resulting from Customer-provided SaaS Data or from any unauthorized use of the products or services. This section shall also apply to Licensed Software identified as such in the relevant Supporting Material except that Company is not responsible for claims resulting from Customer-provided SaaS Data, customized configurations or designs (i) performed or provided by Customer or (ii) performed at Customer's direction. Customer will defend or indemnify Company from and against third party claims arising from Customer-provided SaaS Data or customized configuration or designs (i) performed or provided by Customer or (ii) performed at Customer's direction.

16. **Limitation of Liability.** Company's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to Company for the relevant SaaS Order that is the subject of the claim for the twelve (12) month period immediately preceding the act or omission giving rise to the claim. This limit applies collectively to Company, its employees, subsidiaries, contractors, and suppliers. Neither Customer nor Company will be liable for lost revenues or profits, downtime costs, or indirect, special, or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence, acts of fraud, nor any liability which may not be excluded or limited by applicable law. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations. If Company provides customer with a free-of-charge SaaS Order Term, including but not limited to SaaS provided on an evaluation or "freemium" basis, SaaS is provided "as is" and to the extent permitted by law, Company shall not be responsible for any loss or damage to Customer, its customers, or any third parties caused by SaaS or Licensed Software that makes available for Customer.
17. **Suspension.** Company may suspend Customer's access and use rights to SaaS where Customer fails to make payments when due, Customer breaches Sections 4, 5, 6, 7, or 12 of this Agreement or Customer's use of SaaS is in violation of law. Customer remains responsible for applicable fees through date of suspension including usage and data storage fees, Customer will not be entitled to service credits during any suspension period.
18. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership, or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations. Company may terminate this Agreement where Customer's access and use rights are suspended pursuant to Section 17 or to comply with applicable laws or regulations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
19. **Effect of Expiration or Termination.** Except for termination for cause, termination of this Agreement shall not entitle Customer to any refund, and payment obligations are non-cancelable. Upon expiration or termination of a SaaS Order Term, except as otherwise provided in the Supporting Material:
- Company may disable all Customer access to the applicable SaaS, and Customer shall promptly return to Company (or at Company's request destroy) any Licensed Software provided with SaaS; and
 - Company may make available certain data in the format generally provided by Company, subject to the terms of the applicable Supporting Material.
20. **General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to this Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of Company or the Company affiliate accepting the Order and the courts of that locale will have jurisdiction; however, Company or its affiliate may bring suit for payment in the country where the Customer affiliate that placed the Order is located. Customer and Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflicts of law.