

## End User License Agreement (EULA) for Radica Electra.

This Radica Software Sdn. Bhd. End User Licence Agreement ("EULA") forms a legally binding agreement between you (whether you are an individual person or a single legal entity, referred to in this EULA as "You") and Radica Software Sdn. Bhd. (referred to in this EULA as "Radica") for a software product known as Radica Electra, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product shall also include software updates, add-on components, stencils, templates, shapes, SmartShapes® symbols, web services and/or supplements that Radica may provide to You or make available to You, or that You obtain from the use of features or functionality of the Software Product, after the date You obtain Your initial copy of the Software Product (whether by delivery of a CD, downloading from the Internet or a dedicated web site, or otherwise) to the extent that such items are not accompanied by a separate license agreement or terms of use. You accept and agree to be bound by these terms and conditions as long as You use the Software Product ("Term") by (i) installing, copying, downloading, accessing or otherwise using the Software Product; ; (ii) clicking to agree or accept these terms on the pop-up box presented to You when You install or use the Software Product; and/or (iii) continuing to use the Software Product. If You do not agree to be bound by the terms of this EULA, please do not purchase, install, access or use the Software Product.

You represent and warrant that: (i) You have full legal authority to agree to the terms of this EULA (whether on behalf of Yourself or the entity You represent) and carry out obligations imposed on You in this EULA; (ii) You have read and understand the terms and conditions in this EULA and agree to comply with the same; (iii) You may receive, without further notice or prompting, updated versions of the Software Product and if You do not agree to this EULA, You may not access or use the software; and (iii) You are not prohibited in any way to comply with the terms of this EULA. If any of these warranties are untrue or incorrect in any way, You are deemed to have materially breached the terms of this EULA and we reserve the right to block Your purchase, installation, access and use of the Software Product and return any advanced payment of subscription made by You without any liability to You or to the entity You represent, and without prejudice to our right to take legal action against You and/or the entity You represent for any breaches to the terms in this EULA.

### 1. Orders.

You may make one or more orders by clicking on the options available on Radica's website and paying the applicable fees for such order ("Order"). Each Order incorporates the terms in this EULA and the terms of the Order and this EULA shall be accepted by You through electronic signatures or through an electronic system specified by Radica and that is accepted by Radica. Each Order is binding and is governed by the terms of this EULA.

### 2. Delivery.

Unless otherwise set forth in the Order, the delivery of Software Product occurs when (i) Radica makes the Software Product available to You to access and use, and (ii) Radica allows You to electronically download the Software Product from a website specified by Radica.

### 3. Payment.

(i) You will pay the fees set forth in Your Order in advance of Your use of the Software Product, and upon such payment, Radica will issue an invoice for such Order. You will be charged in advance based on the terms of the Order accepted by You, and if you fail to pay for any reason, Your access to the Software Product may be blocked. If Your usage of the Software Product will exceed the applicable entitlements within the Software Product as paid by You, You will pay additional fees for excess use at the then-current price for such excess before You are able to use the Software Product. Except as expressly set forth in this EULA, all payment obligations are non-cancellable, and all fees are non-refundable.

(ii) All fees to be paid by You are exclusive of any taxes and any other charges. You agree to pay or reimburse Radica for the payment of any applicable taxes or duties including, but not limited to, sales taxes, value added taxes, goods and services taxes, consumption taxes, or any other charge that is imposed by any government authority on Your use or receipt of, or license to, the Software Product. If You are exempt from value-added or sales tax, then You must provide a valid, timely, and executed government-approved documentation to Radica or its authorized solution partner. If You are required by law to make any income tax deduction or to withhold income tax, after the application of reductions available under international treaties, from any sum payable directly to Radica under this EULA, You will promptly effect payment thereof to the applicable tax authorities, and will also promptly provide Radica with official tax receipts or other evidence issued by the applicable tax authorities to support a claim for tax credit relief. Notwithstanding the foregoing, You shall be responsible for, and will indemnify Radica for, any taxes, including withholding taxes, resulting from the offer of the Software Product to users in geographic locations outside the country in You are located as per the Order.

### 4. Grant of Licence.

(i) Radica grants You a non-exclusive, non-transferable, limited licence to access and use the Software Product for Your internal business purposes during the applicable term indicated in the Order ("Subscription Term"), solely in accordance with the terms in the Order and this EULA. Radica further grants You a non-exclusive, non-transferable, non-sub-licensable, limited license to use any documentation related to the Software Product ("Documentation") and install and use Software Product for Your internal business purposes during the applicable Subscription Term, solely in accordance with the terms in the Order and this EULA.

(ii) The license granted under this EULA allows You to install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). You shall not allow other persons or entities to access and use Your copy of the Software Product from Your Device. If You run a business or enterprise, You may install a second copy of the Software Product on another portable Device owned by You, provided that such installation and use fully comply with all the terms and conditions of this EULA.

(iii) If the Software Product is identified as "Academic Edition" or "AE," You must be a "Qualified Educational User" to use the Software Product. If You are not a Qualified Educational User, You shall be prohibited from using the Academic Edition of the Software Product and no license may be granted to You in relation to such edition. To determine whether You are a Qualified Educational User, please contact the Radica Software Sdn. Bhd., 25A, Jalan Greentown 3, Greentown Nova, 30450 Ipoh, Perak, Malaysia or the Radica subsidiary serving Your country/region.

## 5. Users.

The number and categories of users authorized to access the Software Product are defined in the Order. You will ensure that all users comply with Your obligations under this EULA. If You become aware of any violation of Your obligations under this EULA by a user or any unauthorized access of Your account, You shall immediately notify Radica and terminate the relevant person's access to the Software Product. You shall be responsible for any act or failure to act by any user or any person using or accessing Your account in connection with this EULA.

## 6. Changes to the Software Product.

Radica may modify, discontinue or substitute the Software Product from time to time. During the Term, Radica will not materially degrade core features or functionalities of the Software Product or discontinue the Software Product without making available substitute Software Products, unless it is necessary to address (i) new legal requirements, (ii) changes imposed by Radica's suppliers, or (iii) security risks that cannot be resolved in a commercially reasonable manner. Radica will notify You of any such material degradation or discontinuation of the Software Product as soon as reasonably practicable, and You have an option to cancel Your subscription upon written notice to Radica. In the event of such termination or discontinuation of the Software Product, Radica will refund any prepaid subscription fees on a pro-rata basis for the remainder of the Term.

## 7. Restricted Actions.

Except as authorized in this EULA, You will not, and will not permit any person or entity to:

- (i) resell, transfer, sublicense, publish, loan, or lease any Software Product, or use any Software Product for the benefit of any third party without the prior written consent of Radica;
- (ii) modify, alter, tamper with, repair, or create derivative works of any Software Product;
- (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Software Product;
- (iv) separate component parts of the Software Product for use on more than one Device;
- (v) use any component of the Software Product on a standalone basis;
- (vi) attempt to export the Software Product;
- (vii) disclose or make any passwords to the Software Product available to any other person;

(viii) allow any unauthorized access to, or use of, the Software Product;

(ix) use any robot, spider, scraper or other automated means to access the Software Product, or use any data mining, data gathering or extraction method;

(x) upload, post, email or otherwise send or transmit any material, including any software viruses or other computer code, files or programs, designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Software Product;

(xi) use the Software Product in any unauthorized or inappropriate way whatsoever, as determined in Radica's reasonable opinion, including but not limited to, by trespass or burdening network capacity;

(xii) use the Software Product in any manner to, in Radica's sole opinion, harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other part;

(xiii) post for public viewing any data or content that violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability, or that is in Radica's sole opinion to be defamatory, vulgar, obscene, libelous, objectionable or inappropriate, or likely to promote illegal, harmful or objectionable activities;

(xiv) use any Software Product in a manner that could subject such Software Product to any open source software license that conflicts with this EULA or that does not otherwise apply to such Software Product;

(xv) use any Software Product for the purpose of developing or enhancing any product that is competitive with such Software Product;

(xvi) remove any proprietary notices or legends contained in or affixed to any Software Product.

You shall only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Software Products. You may copy the Software Product or Documentation only as required to support use of the Software Product as expressly authorized in this EULA, and will ensure that any such copy includes all proprietary notices contained in the Software Product or Documentation. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.

## 8. Reservation of Rights.

All Software Products, related services and non-public Documentation are trade secrets of Radica and its suppliers. Radica or its suppliers retain title to and ownership of the Software Product, related services, Documentation and all intellectual property in relation to the Software Product and Documentation. Radica reserves all rights in the Software Products and all intellectual property rights not expressly granted in this EULA.

## 9. Information Obligations.

You shall provide information or other materials that Radica reasonably requests from time to time to verify Your compliance with this EULA. Radica may, during regular business hours and upon reasonable advance notice, conduct an audit of Your compliance with this EULA. You shall permit Radica or its authorized persons to access facilities, workstations, and servers and take all commercially reasonable actions to assist Radica in determining Your compliance with this EULA. Radica and its authorised persons will comply with reasonable security procedures communicated to Radica while on Your premises.

#### 10. Additional Terms For Software.

The following additional terms shall apply to any software contained within a Software Product:

(i) Software is provided in object code form only, unless otherwise specified in this EULA. To the extent that any software is provided by Radica in source code form, You may only use that software to modify or enhance the applicable Software Product that such software is a part of, and all such modifications or enhancements will be owned by Radica and subject to the license set forth in Section 4. You hereby consent to the installation of the Software Product on Your systems, as may be facilitated by relevant cloud services.

(ii) The Software Product may contain third-party software, technology, and other materials, including open source software, licensed by third parties ("Third-Party Technology") under separate terms ("Third-Party Terms"). Third-Party Terms are specified in the Documentation, "read me" files, header files, notice files, or similar files. In the event of a conflict between Third Party Terms with the terms of this EULA, the Third-Party Terms shall apply in relation to such Third-Party Technology.

#### 11. Additional Terms For Cloud Services.

The following additional terms shall apply to any cloud services contained within a Software Product ("Cloud Services"):

(i) During the Subscription Term, Radica will comply with the applicable service level agreements for Cloud Services as set forth in any applicable Order.

(ii) Cloud Services may be modified, discontinued, or substituted by Radica from time to time. During a Subscription Term, Radica will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address new legal requirements, changes imposed by Radica's suppliers (e.g. the termination of Radica's relationship with a provider of software or services which are required for the provision of such Cloud Services), or security risks that cannot be resolved in a commercially reasonable manner. Radica will notify You of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and You may terminate the

Order for the applicable Software Product upon written notice to Radica, which termination right must be exercised within 30 days after receipt by You of the notice of such degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Radica will refund any prepaid fees for the applicable Software Product on a pro-rata basis for the remainder of the Subscription Term for that Software Product.

(iii) You may use Cloud Services to send emails or other messages to users and third parties. You are solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Radica's control, and there is no warranty that notifications will reach their intended destination in any given timeframe.

(iv) Cloud Services specifically exclude any content provided by, owned or controlled by third parties ("Third Party Content"), even if such Third Party Content interoperates with Cloud Services, can be accessed on or from Cloud Services, or is offered in an online marketplace provided by Radica or any of its affiliates or business partners. Any contractual relationship regarding Third Party Content is solely between You and the relevant third party vendor and may be governed by separate terms made available by Radica with or as part of Third Party Content. Radica will have no responsibility for any Third Party Content or Your use of such Third Party Content. Cloud Services also specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of any content to and from the exit of the wide area network of the data centers used by Radica to provide Cloud Services.

(v) You shall comply, and ensure that all Your authorized users comply, with Radica's acceptable use policy ("AUP") found at <https://radicasoftware.com/terms>. You will indemnify Radica, its affiliates, its subcontractors, and their representatives against any third party claims, damages, fines, and cost (including attorney's fees and expenses) relating in any way to (i) any violation of the AUP by You or any of your authorized users, (ii) any violation of laws or regulations, or rights of others by You or any of your authorized users' use of any Software Product, or (iii) Your content.

(vi) Radica will not acquire any title to or ownership of Your content by virtue of this EULA. Radica and its suppliers will use Your content only for the purpose of providing the Software Products, or as otherwise permitted by this EULA or agreed by the parties. You are responsible for the content, management, transfer, use, accuracy, and quality of Your content and the means by which You acquire such content. Radica recommends that You confirm the geographic area in which Your content will be stored, which may be outside the country in which You are located. You shall ensure that Your content can be processed and used as contemplated by this EULA without violating any rights of others or any laws or regulations.

(vii) Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Your content. You shall remain responsible for taking appropriate steps regarding protection, deletion, and retrieval of Your content, including maintaining backup copies. Some Cloud Services may provide features that allow You to share Your content with third

parties or make Your content public through use of certain Cloud Services. If You elect to use such features, Your content may be accessed, used, and shared by third parties to whom You provide such access or shares, and Your election to use such features is at Your sole discretion and risk.

## 12. Security and Data Privacy.

Each You and Radica will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this EULA. Where Radica acts as Your processor of personal data provided by Customer, the Privacy Policy available at <https://radicasoftware.com/privacy>, including the technical and organizational measures described therein, shall apply in addition to this EULA.

## 13. Systems Information.

Radica and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of the Software Products or from Your content (collectively, "Systems Information"), and may use Systems Information to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Your content is aggregated with other information so that the original Your content is not identifiable. Radica may disclose Systems Information to a Radica-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to You. To determine unauthorized use of any Software Product licenses, Radica reserves the right to embed a reporting mechanism in the Software Product.

## 14. Software Warranty.

Radica warrants that the Software Product will perform substantially in accordance with the features and functionalities described in the Documentation for a period of 90 days following the date the Software Product is initially made available to You. To the extent permissible under applicable law, as Radica's entire liability and Your sole and exclusive remedy for a breach of this warranty, Radica will, at its option (i) correct errors or provide alternatives, (ii) replace defective Software Product, or (iii) require You to return the defective Software Product, terminate the Order for the non-conforming Software Product and refund fees paid for such Software Product. The warranty for Software Products shall exclude:

- (i) Software Products that are provided free of charge;
- (ii) Software Products provided after modifications directed by You are made;
- (iii) Software Products that is designated as retired or not generally supported as of the date of the Order;
- (iv) Software Products made available under the maintenance services terms set forth in other applicable terms and conditions and/or Support Services; and
- (v) issues, problems, or defects arising from use of Software Product not in accordance with the terms of this EULA.

## 15. Cloud Services Warranty.

Radica warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as Radica's entire liability and Your sole and exclusive remedy for a breach of this warranty, Radica shall, at its option (i) use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty; or (ii) if such restoration would not be commercially reasonable, terminate the Order for the non-conforming Software Product and refund any prepaid fees for such Software Product on a pro-rata basis for the remainder of the Subscription Term.

This warranty for Cloud Services excludes:

- (i) Software Products that are provided free of charge; and
- (ii) issues, problems, or defects arising from Your content, Third Party Content, or use of Cloud Services not in accordance with the terms of this EULA.

## 16. Disclaimers.

Radica makes only the limited warranties expressly stated in this EULA, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Radica does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Your needs, (ii) Software Products or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any content, including Your content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Software Products or features or functionality in any communication with You constitute technical information, not a warranty or guarantee. You shall be responsible for assessing the suitability of each Software Product for Your intended use, selecting the Software Product necessary to achieve Your intended results, and the use of the Software Product. By using the Software Product, You agree that the Software Product meets Your requirements to enable compliance with applicable laws. You will obtain, at Your own expense, any rights, consents, and permits from vendors of software and services used by You in connection with any Software Product which are required for such use. You agree that Orders does not include any future features or functionality of the Software Product. Radica does not control Your processes or the creation, validation, sale, or use of Your (or any of Your customer's) products or services and will not be liable for any claim or demand made against You by any third party, except for Radica's obligations to indemnify You against infringement claims as expressly set forth in this EULA.

## 17. Limitation Of Liability.

- (i) To the maximum extent allowed under applicable law, the entire, aggregate liability of Radica under and in relation to this EULA will be limited to the fees paid to Radica for that Software Product (for liability solely arising from Software licensed on a perpetual basis) or the fees paid to Radica for the Software Product that gave rise to the liability during the 12 month period immediately preceding the first event giving rise to the claim (in any other case). The foregoing



limitation does not apply to Radica' indemnity obligation in Section 18.

(ii) Radica shall not in any event be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or data, interruption of operations, or lost revenue or profits, even if such damages were foreseeable, or any Software Products provided free of charge.

(iii) Radica will not be liable for any claim in connection with this EULA if such claim is brought more than two years after the first event giving rise to such claim is or should have reasonably been discovered by You.

(iv) The foregoing limitations and exclusions apply (i) to the benefit of Radica and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.

#### 18. Intellectual Property Infringement Indemnity.

(i) Radica will indemnify and defend, at its expense, any action brought against You to the extent that it is based on a claim that Your use of an Software Product as authorized under this EULA infringes any copyright, any trade secret, or a patent or trademark issued or registered in Malaysia, and will pay all damages finally awarded against You by a court of competent jurisdiction or agreed in a settlement, provided that You give Radica (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim and (iii) sole authority to defend or settle the claim. Radica will not admit liability or incur obligations on Your behalf without Your prior written consent, which will not be unreasonably withheld.

(ii) If a permanent injunction is obtained against Your use of a Software Product due to an infringement claim, Radica may, at its sole option, obtain for You the right to continue using the Software Product, or replace or modify the Software Product to become non-infringing. If such remedies are not reasonably available: (i) Radica will refund prepaid fees for the affected Software Product on a pro-rata basis for the remainder of a period of 60 months from the initial delivery to You (for Software licensed to You on a perpetual basis) or for the remainder of the Subscription Term for that Software Product (for any other Software Product); (ii) any applicable licenses to such Software Product will automatically terminate; and (iii) You shall immediately cease to use the affected Software Product and return all related software and Documentation in Your possession. Radica may, in its sole discretion, provide any of the foregoing remedies to mitigate infringement prior to the issuance of an injunction.

(iii) Notwithstanding anything to the contrary in this EULA, Radica will not have any liability or obligation to indemnify You if an infringement claim arises out of:

- a) use of a prior version of the Software Product where a current/updated version is non-infringing;
- b) failure to use a replacement, correction, patch, or new version of the Software Product offered by Radica that performs substantially the same functions;
- c) use of the Software Product in combination with content, equipment, or products that are not provided by Radica;
- d) use of Software Products free of charge;
- e) deliverables resulting from any services provided by third parties in relation to a Software Product;
- f) any adjustment, modification, or configuration of the Software Product not made by Radica;
- g) any instructions, assistance, or specifications provided by You.

(iv) This Section sets forth Radica' entire liability and Your sole and exclusive remedy for infringement of third-party intellectual property rights.

## 19. Subscription and Renewals.

If indicated on the Order or otherwise agreed by the Radica and You in writing or through an electronic system made available by Radica, the Subscription Term for the applicable paid Software Product will automatically renew for successive Subscription Terms unless either party notifies the other at least 60 days prior to the end of the then-current Subscription Term that it has elected not to renew. Any renewed Subscription Term will be the same length as the preceding term. This EULA and any amendments, modifications or substitutions that is applicable then shall apply to the following Subscription Term. The fees during any renewed Subscription Term will be the same as those charged during the preceding Subscription Term, unless Radica notifies You about changes in the applicable fees at least 90 days prior to the end of the then-current Subscription Term or fees for the renewed Subscription Term(s) are specified on the Order.

## 20. Suspension.

(i) Radica may suspend or limit Your or any of Your user's access to and use of Software Products, in whole or in part, immediately (i) if Radica reasonably determines that the use of the Software Product poses a security risk to the Software Product, Radica, or any third party, or subjects Radica or any third party to liability, (ii) if You breach this EULA for any reason, or (iii) upon the occurrence of any of the circumstances that give Radica the right to immediate termination under this EULA. The suspension or limitation may be made in addition to any other rights available to Radica under this EULA, will not relieve You of Your obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.

(ii) Radica may suspend Your access to, and use of, the Software Products temporarily for the duration of any scheduled maintenance or unscheduled downtime or unavailability of any portion, or all, of the Software Product for any reason, including as a result of power outages, system, or Internet failures or other interruptions. Radica reserves the right to suspend Your subscription anytime with or without notification in order to protect Radica and/or You from what may be believed to be fraudulent activity. Radica shall not be responsible or obligated to ensure Your processes and data within the Software Product is in tact during or after such suspension.

## 21. Support Services.

Radica may provide You with support services related to the Software Product ("Support Services"), where this is included in Your subscription. Use of Support Services, if applicable, is governed by the Radica's policies and programs described in the user manual of the Software Product and in other Radica provided materials, all of which may be found at [https://radicasoftware.com/support\\_policy](https://radicasoftware.com/support_policy) Any supplemental software code provided to You as part of the Support Services are considered part of the Software Product and subject to the terms and conditions of this EULA. You acknowledge and agree that Radica may use technical information You provide to Radica as part of the Support Services for its business purposes, including for product support and development. Radica will not utilize such technical information in a form that personally identifies You.

## 22. Software Transfer.

Where You are the initial licensee of the Software Product, You may make a one-time permanent transfer of this EULA and Software Product directly to an end user, who shall be deemed to have agreed to this EULA by his/her installation and use of the Software Product upon such transfer. The transfer must include all of the Software Product (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. Upon the completion of the transfer, such end user shall substitute You in this EULA shall comply with the terms of this EULA, and such end user/You shall not further transfer this EULA and Software Product to any other person or entity.

## 23. Your Responsibility.

(i) You are responsible for obtaining and maintaining all of Your hardware, software, Internet access, and other products and services that You may need to use the Software Product. You are responsible for protecting and safeguarding any keys, certificates, passwords, access codes, user IDs or other login information ("Passwords") that are provided to You or that are generated in connection with Your use of the Software Product. You shall be fully and solely responsible for all activities arising from Your use of the Software Product under Your Passwords.

(ii) You are also responsible for the security Your systems used in conjunction with the Software Product and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Your systems.

## 24. Termination.

You may terminate an Order during the applicable Subscription Term but you acknowledge and agree that upon such termination, any advance fees payable by you to Radica will not be refunded to you, even if termination is effective before the expiry of the Subscription Term. Either party may terminate an Order with immediate effect in the event of the other party's material breach of this EULA which remains uncured for a period of 30 days from receipt of notice specifying the breach; provided that such termination will only be effective with respect to the portion of the Software Product affected by the material breach. Radica may immediately terminate any or all Orders or this EULA upon notice to You if:

- (i) Your installation or use of the Software Product is unauthorised;
- (ii) a petition for bankruptcy/winding-up is filed against You or if You commence any such bankruptcy / winding-up proceedings on Yourself;
- (iii) You cease to carry on business;
- (iv) Your breach the terms of this EULA; or
- (v) termination is required in order to comply with applicable law or the requests of government authorities.

## 25. Effect of Expiration or Termination.

Upon expiration of the applicable Subscription Term or termination of any Order or this EULA for any reason, Your rights to access, use, or receive the affected Software Product will automatically terminate. You will immediately cease using the Software Product, remove and destroy all software and Confidential Information relating to such Software Product in Your possession or control, and certify such removal and destruction in writing to Radica. You may retrieve Your content available for download for a period of 30 days after expiration or termination, provided that You are in compliance with this EULA up to the date of expiry or termination and have paid all applicable fees indicated in the Order. After the said 30-day period, all Your content may be deleted. Termination of this EULA or any Order for the Software Product will not relieve You of Your obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. In the event of Your termination due to Radica' material breach in accordance with Section 24, Radica will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Software Product(s). Sections 3, 7, 8, 9, 13, 16, 17, 25, 31 and 36 shall survive termination of this EULA.

## 26. Trade Sanctions.

Radica' obligations under this EULA are conditioned upon Your compliance with all applicable export and re-export controls, embargoes, and economic and trade sanctions laws and regulations ("Sanctions"). You represent that any content on Cloud Services, any Software Product provided under this EULA, and any derivatives thereof will not be (i) downloaded or accessed by any person that is (a) listed as sanctioned persons by Bank Negara Malaysia, United Nations Security Council, the European Union or the Financial Services Task Force ("Sanctioned Persons"); (b) operating, organized, or resident in a country or territory that is itself the subject or target of any comprehensive trade or economic sanctions ("Sanctioned Country"), (c) the government of, or acting for or on behalf of the government of a Sanctioned Country, or (d) owned or controlled by one or more such persons; (ii) distributed, sold, resold, supplied, or otherwise transferred, directly or indirectly, to any Sanctioned Person or otherwise in a manner contrary to the Sanctions, (iii) used for any purpose prohibited by the Sanctions, or (iv) used for non-civilian purposes (e.g. armaments, nuclear technology, weapons, any other similar usage), unless permitted by the Sanctions or respective governmental licenses or approvals. Without limiting the foregoing, You represent and warrant that (a) You are not a Sanctioned Person, and (b) You will not download or otherwise access, or facilitate a third party's download or access of, any content on Cloud Services or any Software Product, from a location in a Sanctioned Country. Radica may conduct the necessary Sanctions checks and, upon request, You will promptly provide Radica with any necessary information to assist with such checks.

## 27. Information Disclosure.

If You disclose to Radica any information that is subject to Sanctions that require controlled data handling, You will notify Radica in advance of each instance of disclosure and will use the notification tools and methods specified by Radica.

## 28. Remedies, Indemnification.

In the event that You fail to comply with any provision of Sections 26 and 27 or violate any Sanctions in connection with any Software Product or Radica's intellectual property rights, Radica will have the right to take action in accordance with the terms of this EULA and applicable law. You will indemnify and hold harmless Radica, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Your noncompliance with Sections 26 and 27, including Your violation or alleged violation of any Sanctions.

## 29. License Rights Applicable to the U.S. Government.

The Software Products are commercial product that were developed exclusively at private expense. If the Software Product is acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. The Software Product may only be used under the terms of this EULA as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or

conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Radica will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

### 30. Right to Withhold Performance.

Radica will not be obligated to perform under this EULA if such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions including, but not limited to, embargoes or other sanctions imposed by the United Nations or the European Union.

### 31. Confidentiality Obligations.

(i) "Confidential Information" means all information disclosed by one party or any of its affiliates or subcontractors to the other party under this EULA that is marked as confidential or the confidential nature of which is evident to a reasonable person. Such Confidential Information includes the terms of this EULA and any Order, Software Products, systems information, intellectual property belonging to Radica and any information You may derive from Your use and access to any Software Product. The receiving party will (i) not disclose Confidential Information, except (a) on a need-to-know basis to its and its affiliates' employees, consultants, contractors, and financial, tax, and legal advisors that You shall cause to be bound by these restrictions and confidentiality obligations, or (b) as otherwise authorized by the disclosing party or this EULA, (ii) use Confidential Information only as required to exercise or enforce rights or perform obligations under this EULA, and (iii) use reasonable care to protect against unauthorized use and disclosure of the disclosing party's Confidential Information. The receiving party will be liable for compliance with this Section by each of its recipients. Radica and its affiliates may name You as a customer on their websites and in customer lists and other marketing materials.

(ii) The obligations in this Section will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this EULA, (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party, (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or (v) is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

### 32. Assignment.

This EULA will extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. This EULA and the rights granted under this EULA may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by You without the prior written consent of Radica. Radica may assign this EULA to any of its affiliates or any company

that succeeds to all or substantially all of its interests or assets and written notice of any such assignment will be given by Radica or its successor as soon as commercially reasonable.

### 33. Feedback.

If You provide any ideas or feedback regarding any Software Product, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "Feedback"), such Feedback may be used by Radica without condition or restriction.

### 34. Force Majeure.

Neither party will be liable for delay in performing, or failure to perform any of its obligations under this EULA or the Order if such delay or failure result from events, circumstances or causes beyond the reasonable control of the affected party including but not limited to acts or actions of government authorities, epidemics, outbreaks of diseases, natural disasters, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes or acts of God ("Force Majeure Event"). For the avoidance of doubt the Customer shall not be entitled to suspend or delay payment of the Price on the grounds of any alleged Force Majeure Event. The delayed party will promptly notify the other party of any such event, and in the event the delay continues for a continuous period of 120 days, either party may terminate this EULA immediately by providing notice to the other party. On receipt of such notice, You shall cease Your and Your user's access and use of the Software Product and Radica shall refund any fees previously paid under the Order and/or this EULA for the remainder of the then applicable Subscription Term.

### 35. Notices.

Radica may notify You under this EULA by (i) posting a notification on Cloud Services or on the administrative user account that You maintain with Radica to manage subscriptions to Software Products ("Account"), (ii) sending an email or other text message to the address or contact number provided by You for business contact or then-associated with the Account, or (iii) sending an email to relevant users authorised by You. It is Your responsibility to regularly visit Cloud Services and the Account and to always provide Radica with current email addresses of Your representatives/users. Notices will be deemed to have been provided to You three days following the date of such notice. Notwithstanding the foregoing, notices regarding claims or disputes will always be sent to the party's address as specified in the applicable Order. A party may change its address for receipt of notice by delivery of written notice to the other party.

### 36. Governing Law and Jurisdiction.

This EULA will be subject to the laws of Malaysia. Each party hereby irrevocably submits itself to the exclusive jurisdiction of the courts of Malaysia for disputes arising from this EULA. Nothing in this Section will restrict the right of either party to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section, the parties agree that Radica, at its sole discretion, may bring an

action in the courts of the jurisdiction(s) where the Software Product is being used or where You have your place of business, (i) to enforce its intellectual property rights, or (ii) for the payment of fees related to any Software Product.

### 37. No Waiver; Validity and Enforceability.

The failure to enforce any provision of this EULA will not be construed as a waiver of such provision. If any provision of this EULA is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this EULA via an electronic system specified by Radica will have the same force and effect as manual signatures.

### 38. Entire Agreement.

This EULA constitutes the full and complete Agreement between the You and Radica with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein.

### 39. Amendments and Variations.

The terms and conditions in this EULA are subject to change or revision or substitution by Radica at any time and from time to time in its sole discretion. When such changes, revision and/or substitutions are made, Radica will notify You of the same and will make available the changed, revised and/or substituted version of this EULA on its website and/or within the Software Product (upon update). Such changes, revision and/or substitution will be effective and apply immediately upon it being published to You / made available on Radica's website and shall apply to You if You are still using the Software Product during the Subscription Term. Radica may require You to accept the changed, revised and/or substituted EULA in a specific matter before You are permitted to further use the Software Product. You hereby accept that Your continued use of the Software Product after such changes, revisions and/or substitutions at any point in time shall be deemed Your acceptance to such changes, revisions and substitutions.

### Questions.

Should You have any questions concerning this EULA, or if You desire to contact Radica for any reasons, please contact the Radica subsidiary serving Your country/region, or write: Radica Software Sdn. Bhd., 25A, Jalan Greentown 3, Greentown Nova, 30450 Ipoh, Perak, Malaysia.