

## "SecurLogin" - Terms of Use

### IMPORTANT

Please read this Terms of Use ("ToU") carefully before using i-Sprint Software-as-a-Service Cloud-based Security Services ("SecurLogin"). This ToU is an agreement between you (if you are duly authorized to enter into this on behalf of your company, "you," "your," "Customer," means the company you represent and pays for using SecurLogin) and i-Sprint Innovations Pte Ltd or its affiliates ("Service Provider") and only upon accepting the ToU, you will be granted rights ("License") to register, access and use SecurLogin. Service Provider may modify this ToU at any time by posting an amended ToU on your login pages or any appropriate places available to you.

You understand that while the Service Provider grants you the right to use the services of SecurLogin, there are different and separate primary service providers in different locations / countries ("Primary Service Providers") provide the Cloud platform for hosting software applications including SecurLogin for you to access and use depending on your location. By using SecurLogin, you agree and accept relevant terms of services of the Primary Service Providers as well.

This ToU is also subject to our Privacy Policy attached herein. We may collect SecurLogin user's email address, telephone number, mobile device information, including without limitation, location, jailbreak/rooting, device identification). For information regarding collection, use and transfer of any information or data, please read the Privacy Policy. You understand and agree to the privacy policy before using SecurLogin.

### 1. Subscription Term; Fees; Payment and Renewal / Termination

The initial term of the License to use SecurLogin shall commence as of the effective date and shall continue for a period both specified in an online purchase order or a quotation signed by you (both are defined as "PO" hereafter) accepted by the Service Provider. The PO shall be deemed to incorporate all of the terms and conditions of this ToU, including Privacy Policy and this ToU shall prevail in case of any discrepancy.

As the case may be, the Fees comprise: the subscription fee for the License which is mainly based on the subscription period and number of users, and/or a usage-based fee to be charged according to the quantity of OTP sent via SMS or other means. The subscription fee shall be payable in advance before registering and accessing SecurLogin unless agreed otherwise in the PO while the usage-based fee to be

charged on a monthly basis. Additional users can be added by notifying the Service Provider to purchase additional License. All fees paid are non-refundable and exclusive of any taxes or duties. Both parties agree that late payment of any fees is considered a material breach of agreement.

Either party may choose not to renew the subscription without cause for any reason. Service Provider may increase renewal subscription fees with reasonable notice to Customer. With appropriate notice, the Service Provider will stop any future scheduled payments.

You agree that we may terminate your License for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this ToU, or (ii) requests by law enforcement or other government agencies. All terminations shall be made in our sole discretion, and that we shall not be liable to you or any third-party for any termination of your account or access to SecurLogin and/or data that you lose access.

Within ten (10) days of the expiration or termination of the License or ToU, Customer shall return to Service Provider any materials, documentation provided by Service Provider.

## 2. Ownership and No Other Rights

SecurLogin is copyrighted and has been patented (or patent pending). All rights not granted to you in the License remains and shall remain with Service Provider, including without limitation, title, ownership, processes as well as all intellectual property rights (registered or unregistered) associated with SecurLogin, including without limitation, portal design, features, functionality and documentation. The software and technology used to generate and provide SecurLogin are protected by applicable intellectual property laws, including without limitation, Singapore, as well as all applicable international intellectual property laws and treaties. The Internet and mobile portal interface, design, product names and logos associated with SecurLogin are trademarks of the Service Provider or any third parties, and no right or license is granted to use them.

Customer hereby transfers and assigns to Service Provider any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to SecurLogin.

## 3. Use and Restrictions; Customer Representations and Warranties

Subject to the terms and conditions of this ToU, including proper payment as agreed, you may access and use the SecurLogin only through the login protocols provided to you, but only for your own internal purposes. All rights not expressly granted in this ToU are reserved by the Service Providers and any of the relevant third party licensors. You will be granted authorized login protocols for the SecurLogin, and you agree not to access, or attempt to access, SecurLogin by any means other than through the login protocols we provide.

You are not authorized to (i) resell, sublicense, transfer, assign, or distribute SecurLogin or its content; (ii) modify or make derivative works based upon SecurLogin or content; (iii) "frame" or "mirror" SecurLogin or its content on any other server or Internet-enabled device, or (iv) reverse engineer, decompile SecurLogin or their enabling software for any purpose.

Customer represents and warrants that (i) the performance of its obligations herein and use of the SecurLogin (by Customer and its authorized users, end users) shall not violate any applicable laws, or regulations, including without limitation, any intellectual property law or law regulating fraudulent, libelous, scandalous, obscene, or immoral matter, any and all laws and regulations regarding the transfer of personal information, or (ii) cause a breach of any agreements with any third parties.

You acknowledge that you are being duly authorized and agree (i) to provide certain current, complete, and accurate information about you as prompted to do so by any online registration process, and (ii) to maintain and update such information as required to keep such it current, complete and accurate. You agree to authorize us to verify such information any time. To enable us to use information you supply us internally, so that we are not violating any rights you may have in that information, you grant to us a non-exclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised. You authorize us to monitor your access and use of SecurLogin without notification to you.

Customer acknowledges that (i) Service Provider does not monitor the content of the information passing through SecurLogin for purposes of verifying accuracy or legal compliance, and (ii) Customer shall use commercially reasonable efforts to ensure that the information it and its authorized users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

You agree to make all inquiries regarding SecurLogin and technical support directly to the Service Provider during the subscription period. The Service Provider shall provide technical support in the form of responses to questions by email at no additional charge. Additional services required by you are subject to separate agreements.

In the event of any breach by Customer of any of the representations or warranties herein, in addition to any other remedies available at law or in equity, Service Provider shall have the right to suspend immediately any License if deemed reasonably necessary by Service Provider to prevent any harm to Service Provider and its business. Service Provider will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach.

#### 4. Confidentiality and Security

You acknowledge that all information that we provide in relation to SecurLogin, including without limitation, software, technology, pricing, and documentation are and incorporate confidential and proprietary information (“Confidential Information”). You shall take all precautions necessary, at least the same security measures or degree of care as you would apply to your own confidential or proprietary information, to safeguard the confidentiality of the Confidential Information, and shall not disclose any Confidential Information to any other person without Service Provider's prior written consent. The placement of any copyright notice on SecurLogin does not constitute publication or otherwise impair its confidential nature. You acknowledge that any breach of this clause will cause irreparable harm to the Service Provider. Customer may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this ToU and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

You agree to use this Confidential Information only for purposes of exercising your rights while in strict compliance with ToU, and you further agree not to use or disclose this Confidential Information after expiry or termination.

You are responsible for maintaining the confidentiality of your login protocols, and any additional information that we may provide regarding accessing SecurLogin. If you knowingly share your login protocols with another person who is not authorized to use SecurLogin, the License is subject to termination for cause. You agree to immediately notify us of any unauthorized use of your login protocols or any other breach of security.

## 5. Disclaimers

Service Provider does not and cannot control the flow of data to or from the Internet or Cloud platform. Such flow of data depends on the performance of Internet services and Cloud Platform provided or controlled by third parties, including Primary Service Providers. Service Provider disclaims any and all liability arising from or related to the performance or non-performance of Internet services and Cloud Platform provided and controlled by any third parties including Primary Service Providers.

You shall be solely responsible for acquiring and maintaining devices, technology and procedures for maintaining the security of your link to the Internet. The parties agree that Service Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Service Provider at the time.

## 6. No Warranty

SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT SECURLOGIN IS WITHOUT DEFECT AND ERROR-FREE OR SHALL SATISFY YOUR NEEDS. SERVICE PROVIDER DOES NOT WARRANT THAT SECURLOGIN SHALL BE SECURE, TIMELY, ERROR-FREE, UNINTERRUPTED OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR SHALL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS IN SUCURLOGIN SHALL BE CORRECTED.

SECURLOGIN AND DOCUMENTATION ARE LICENSED "AS IS," AND SERVICE PROVIDER, ALONG WITH ANY OF ITS RESELLERS, DISCLAIMS ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, CORRECTNESS, AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS. NO INFORMATION OR STATEMENT, ORAL OR WRITTEN, PROVIDED BY SERVICE PROVIDER OR A REPRESENTATIVE OF SERVICE PROVIDER SHALL CREATE OR MODIFY THIS WARRANTY OR ITS SCOPE.

FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THAT SERVICE PROVIDER HAS NO CONTROL OVER THE INTERNET AND CLOUD PLATFORM, AND THAT SERVICE PROVIDER IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET AND CLOUD PLATFORM OR POSSIBLE REGULATION OF

THE INTERNET AND CLOUD PLATFORM WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF SECURLOGIN.

#### 7. Limitation of Liability; Maximum Liability

THE CUMULATIVE LIABILITY OF SERVICE PROVIDER AND/OR ITS AFFILIATES FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS LICENSE, TOU OR SECURLOGIN (INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE SECURLOGIN, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH SECURLOGIN, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL OF SUBSCRIPTION FEES PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM.

IN NO EVENT SHALL SERVICE PROVIDER AND/OR ITS AFFILIATES BE LIABLE, DIRECTLY OR INDIRECTLY, TO CUSTOMER, ITS EMPLOYEES, ITS END USERS, OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICTLY LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, LOST DATA OR THE LIKE, EVEN IF SERVICE PROVIDER OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. IN NO EVENT SHALL SERVICE PROVIDER AND/OR ITS AFFILIATES BE LIABLE FOR ANY CLAIMS, WARRANTIES OR REPRESENTATIONS MADE BY ANY RESELLER THAT ARE NOT CONTAINED IN THIS TOU.

#### 8. End of Life

Service Provider plans to continue to provide and support SecurLogin. Should Service Provider determine that it is no longer feasible to support SecurLogin, Service Provider may terminate the License and SecurLogin for end of life at any time by providing at least sixty (60) days prior notice to Customer and any fees paid for services not performed upon such termination of License shall be returned to Customer.

#### 9. Survival

Those clauses the survival of which is necessary for the interpretation or enforcement of this ToU shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to

include, without limitation, the following, Clauses 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15 and Privacy Policy, but this shall not imply or create any continued right to use SecurLogin after expiry or termination of the license.

#### 10. Export Control

SecurLogin and use of it may be subject to any Singapore, local or International export restriction. You acknowledge and agree that SecurLogin shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which you will be in violation of any Singapore, local or International export law or restrictions.

#### 11. Notices

We may give notice to you by means of a general notice in your account information, or by email to your email address on record, or by written notice to your address on record. You may give notice to the Service Provider by mail or email.

#### 12. Governing Law

This ToU shall be construed in accordance with and governed by the laws of Singapore, regardless of the location of the forum that shall adjudicate, interpret and enforce those laws, and without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the laws of the Singapore to govern the rights and duties of the parties. The parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

#### 13. Force Majeure

We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet and Cloud platform disruptions, hacker attacks, or communications failures.

#### 14. Assignment

You shall not assign, transfer, or delegate the License or any part of SecurLogin or documentation without Licensor's prior written consent. Licensor may freely transfer, assign, or delegate all or any part of the License, and any rights and duties thereunder, without the requirement of consent. The ToU shall be binding upon and inure to the benefit of the heirs, successor, and permitted assigns of the parties.

## 15. Severability

If any term in the ToU is found void and unenforceable, it shall not affect the validity of the remainder of the ToU, which shall remain valid and enforceable. If for any reason a court of competent jurisdiction finds any provision of the ToU, or portion thereof, to be unenforceable, that provision of the ToU shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the ToU shall continue in full force and effect.

## 16. Complete Agreement

Except as otherwise expressly provided herein, ToU constitutes the entire agreement between Service Provider and you, regarding the License to use of SecurLogin and supersedes any prior agreement, oral or written, or any other communication with Service Provider regarding the License. No amendment or modification of this ToU shall be enforceable unless Service Provider expressly consents in writing and signed by an authorized officer of Service Provider.

## 17. Third Party Code

SecurLogin may contain third party opensource / freeware. In addition to any terms and conditions of any third party opensource / freeware license, Clause 6 and 7 above shall apply to all software. You may contact Service Provider for any updated information.