

# End User License Agreement

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Important – please read these terms carefully. By using this application, you agree that you have read, understood, accepted and agreed with the Terms and Conditions. You further agree to the representations made by yourself below. If you do not agree to or fall within the Terms and Conditions of the Service (as defined below) and wish to discontinue using the application, please do not continue using this application.

The terms and conditions stated herein (collectively, the “Terms and Conditions” or this “Agreement”) constitute a legal agreement between you (the “Licensee”) and Oceantec Sdn. Bhd. (Company No. 752041-H) (the “Company”). In order to use the application (each as defined below) you must agree to the Terms and Conditions that are set out below. By using the web application or mobile application supplied to you by the Company (the “Software”), and downloading, installing or using any associated software supplied by the Company you hereby expressly acknowledge and agree to be bound by the Terms and Conditions, and any future amendments and additions to this Terms and Conditions as published from time to time at <http://www.oceantec.com.my> or through the Application.

## 1. Undertakings by the Licensee

The Licensee undertakes:

- (a) To comply with the provisions of the software licence agreement the Licensee has signed to obtain the Software;
- (b) Where the Licensee has been provided with support or diagnostic software by the Company, except to the extent permitted by the applicable law:
  - (i) Not to copy the Software, other than for the purposes of back-up, nor otherwise to reproduce the same;
  - (ii) Not to translate, adapt, vary or modify the Software nor to communicate the same to any third party without the Contractor's prior written consent;
- (c) To maintain accurate and up-to-date records of the number and location of all copies of the Software;
- (d) To supervise and control use of the Software in accordance with the terms of this Agreement and of the Software in accordance with the Software Licence;
- (e) To replace the current version of Software with the upgraded version forthwith upon receipt;
- (f) To reproduce and include the copyright notice contained in or on the Software on all and any copies made, whether in whole or in part, in any form, including partial copies or modifications of such software made herein;
- (g) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object code, source program listings and source code), in any form to any person other than the Licensee's employees without prior written consent from The Company.

(h) Within 14 days after the date of expiry or termination of this Agreement for whatever reason to furnish The Company with a certificate, certifying that the principal and all copies of all Software and related documentation (in whole and in part), in any form including partial copies or modifications of such Software received from The Company or made in connection with this Agreement, have been destroyed, unless the Licensee has obtained The Company's prior written authorization to retain one copy of the same and upon such conditions as The Company may impose.

## **2. Support not included and which shall be charged for**

(a) Support of other Software, accessories, attachments, machines, systems or other devices not supplied by The Company. Where the Software is dependent on Software or other products, the Licensee cannot have Support services with respect to the Software without also having such services with respect to the Software or other product upon which it depends.

(b) Rectification of lost or corrupted data arising for any reason other than The Company's own negligence.

(c) Support rendered is more difficult because of any changes, alterations, additions, modifications or variations to the Software or operating environment.

(d) Attendance to faults caused by using the Software outside design or other specifications or outside the provisions laid down in any documentation or manual supplied with the Software.

(e) Diagnosis and/or rectification of problems not associated with the Software.

(f) Customisation services which alters the technical specifications of the Software.

## **3. The Company's Liability**

(a) The Company shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Software, any support application, modem or other hardware, its use, the System or other equipment, property or otherwise except to the extent that such liability may not be lawfully excluded.

(b) Notwithstanding the generality of (a) above, The Company expressly excludes liability for consequential loss or damage which may arise in respect of the Software, any support application, any modem or other hardware, its use, the System or other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings.

(c) In the event that any exclusion or other provision contained in this Agreement be held to be invalid for any reason and The Company becomes liable for loss or damage that could otherwise have been limited, such liability shall be limited to the annual maintenance fees received.

(d) The Company does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of The Company, its employees, agents or authorized representatives.

(e) The Company Software support and maintenance agreement will not include the following, freight and relocation, failures caused by neglect, misuse, abuse, incorrect

operation of the Software, unsuitable environment, or failures arising from act vandalism, act of terrorism, Acts of God (i.e. fire, flood, etc)

## **6. Confidential Information**

(a) All information, drawings, specifications, documentation, Software listings or code which The Company may have imparted and may from time to time impart to the Licensee relating to any support application, modem or other hardware or generally to the support provided hereunder is proprietary and confidential and the Licensee agrees that it shall use the same solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement disclose the same whether directly or indirectly to any third party without The Company's prior written consent.

(b) Subject only to the specific, limited provisions of Clause 3(b) above the Licensee further agrees that it shall not itself or through any subsidiary, agent or third party use such confidential information to copy, reproduce, translate, adapt, vary, modify, decompile, disassemble or reverse engineer the support application nor shall the Licensee sell, lease, license, sub-license or otherwise deal with any supporting software or hardware or variations, modifications, copies, releases, versions or enhancements thereof or have any Software or other program written or developed for it based on any confidential information supplied to it by The Company.

(c) The foregoing provisions shall not prevent the disclosure or use by the Licensee of any information which is or hereafter, through no fault of the Licensee, becomes public knowledge or to the extent permitted by law.

## **6. Force Majeure**

Neither Party shall be deemed to be default of any provisions hereof or for any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God or military authority, acts of foreign enemies, civil disturbance, act of war, whether declared or not accidents, fires, explosions, earthquakes, flood, the elements, national strikes, and labor disputes or any other matter whatsoever, beyond the reasonable control of either Party.

## **7. Assignment and Delegation**

(a) The Licensee shall not assign or otherwise transfer all or any part of this Agreement without the prior written consent of The Company.

(b) The Company may authorize a distributor, dealer, service centre or other third-party support organization to provide the support services and/or to invoice the Licensee for and collect the charges specified herein as its designated representative. Such authorization may be in the form of a sub-contract or other arrangement deemed appropriate by The Company.

## **8. Law**

The parties hereby agree that this Agreement shall be construed in accordance with the laws of Malaysia and shall be subject to the exclusive jurisdiction of the courts of Malaysia.