

1.0 Terms of Agreement

- 1.1 The Terms of Agreement, mutually agreed between Microdium Distribution Sdn Bhd/ Microdium Singapore Pte Ltd ("Service Provider") and the Company ("Client") (hereinafter referred to as the "Parties") shall commence upon the date signed and shall remain in force unless terminated in accordance with the provisions of this Agreement.
- 1.2 Upon signing this Quotation, all payments or purchases made shall be non-refundable, non-transferable, and non-cancellable. If the Client cancels a signed Quotation/Order, the Service Provider shall have the right to charge 30% of the Quotation value or RM1000 whichever is higher, at its sole discretion.

In Consideration of the Client paying the Service Provider the relevant fees or payments (as set out in the Quotation signed) the Service Provider agrees to provide all or any one of the following services in accordance with the provisions of this Agreement, details as follows:

SPECIFIC TERMS AND CONDITIONS

2.0 Specific Terms and Conditions for ALL or ANY ONE of the Services Provided to the Client are as follows:

- 2.1 Trading and Supply of Software and Hardware
 - 2.1.1 Quotations and Orders
 - 2.1.1.1 All quotations are valid for a period of 7 days from the date of issuance, unless otherwise stated.
 - 2.1.1.2 Orders shall be deemed confirmed upon receipt of a signed quotation, purchase order, or written confirmation from the Client.
 - 2.1.2 Pricing and Payment
 - 2.1.2.1 Prices are as stated in the quotation or invoice and are exclusive of taxes, shipping, and other applicable fees unless otherwise specified.
 - 2.1.2.2 Payment terms as per the Quotation
 - 2.1.2.3 The Service Provider reserves the right to adjust pricing for errors, omissions, or changes in market conditions.
 - 2.1.2.4 Orders will only be processed once agreed payment is received, unless otherwise agreed in writing.
 - 2.1.2.5 Any invoice dispute must be notified in writing within seven (7) days of the invoice date and must identify the specific disputed amount and reason. Undisputed amounts remain payable by the due date. If no dispute is raised within seven (7) days, the invoice shall be deemed accepted.
 - 2.1.3 Delivery and Installation
 - 2.1.3.1 Delivery timelines are estimates and may vary due to unforeseen circumstances. The Supplier is not liable for delays outside its control.
 - 2.1.3.2 The Customer shall inspect the delivered goods upon receipt and notify the Supplier of any discrepancies or damages within 2 working days.
 - 2.1.3.3 For software and hardware requiring installation, the Supplier may provide installation services, subject to additional charges.
 - 2.1.4 Warranty
 - 2.1.4.1 Hardware is covered by the manufacturer's warranty, where applicable.
 - 2.1.4.2 Software is provided "as-is," with warranty terms subject to the software provider's licensing agreement.
 - 2.1.4.3 The Supplier does not warrant that the software will operate uninterrupted or error-free.
 - 2.1.5 Returns and Refunds
 - 2.1.5.1 All hardware sales are final. The Supplier does not accept returns or provide refunds once the hardware is delivered, except as covered under the RMA process.
 - 2.1.5.2 Hardware found to be defective within the warranty period may be eligible for replacement or repair under the manufacturer's RMA policy.
 - 2.1.5.3 The Customer must submit an RMA request to the Supplier, providing detailed information about the issue and proof of purchase.

- 2.1.5.4 Approval of RMA requests is subject to the manufacturer's warranty terms and conditions.
- 2.1.5.5 Damage caused by misuse, unauthorized modifications, or external factors (e.g., power surges) is not covered under the RMA process.

2.2 Installation and Support Services

2.2.1 General

- 2.2.1.1 These terms and conditions govern the provision of installation and support services (hereinafter referred to as "Services") by Service Provider to the Client.
- 2.2.1.2 By engaging the Service Provider for Services, the Client agrees to these terms and conditions.

2.2.2 Scope of Services

- 2.2.2.1 The Service Provider agrees to provide installation and/or support services as detailed in the agreed quotation, work order, or service agreement.
- 2.2.2.2 Any additional services outside the agreed scope may be subject to additional charges.
- 2.2.2.2 Support does not include:
 - (a) correction of Client modifications;
 - (b) third-party software problems;
 - (c) hardware failures;
 - (d) Internet or telecommunications problems;
 - (e) malware or ransomware remediation;
 - (f) unsupported operating systems;
 - (g) unauthorized configuration changes; or
 - (h) services outside the agreed scope.

2.2.3 Pricing and Payment

- 2.2.3.1 Service charges are as stated in the quotation or invoice and are exclusive of taxes and other applicable fees unless otherwise specified.
- 2.2.3.2 Services will only commence after receiving any required upfront payment or deposit, as stipulated in the agreement.

2.2.4 Client Responsibilities

- 2.2.4.1 The Client shall provide access to the premises, equipment, and necessary resources to enable the Service Provider to deliver the Services.
- 2.2.4.2 The Client is responsible for ensuring that the environment where Services are performed is safe and complies with applicable regulations.
- 2.2.4.3 Delays caused by the Client, including lack of access or unpreparedness, may result in additional charges.

2.2.5 Warranty for Services

- 2.2.5.1 The Service Provider warrants that Services will be performed with reasonable skill, care, and in accordance with industry standards.
- 2.2.5.2 Any issues arising from the Services must be reported within 7 days of completion. The Service Provider will address such issues within the scope of the original agreement.
- 2.2.5.3 The warranty does not cover issues caused by third-party software, hardware, or external factors.

2.2.6 Support Services

- 2.2.6.1 Support services are provided as agreed in the quotation or on a time-and-materials basis.
- 2.2.6.2 Support response times may vary based on the service level agreement (SLA) or priority of the issue.
- 2.2.6.3 The Service Provider is not responsible for resolving issues caused by third-party products, misuse, or unauthorized modifications.

2.3 IT Audit Service

2.3.1 General

- 2.3.1.1 These terms and conditions govern the provision of IT audit services (hereinafter referred to as "Services") by Service Provider to the Client.
- 2.3.1.1 By engaging the Service Provider for IT audit services, the Client agrees to these terms and conditions.

2.3.2 Scope of Services

- 2.3.2.1 The Service Provider will perform IT audit services as outlined in the agreed proposal, quotation, or service agreement.
- 2.3.2.2 The scope of the audit includes, but is not limited to, an evaluation of hardware, software, network security, data management, compliance, and operational processes, as specified in the agreement.
- 2.3.2.3 Additional requests outside the agreed scope may result in additional charges.

2.3.3 Confidentiality

- 2.3.3.1 All information and data shared with the Service Provider for the purpose of audit will be treated as strictly confidential.
- 2.3.3.2 The Service Provider agrees not to disclose any proprietary or sensitive information to third parties without the Client's prior written consent, except as required by law.

2.3.4 Client Responsibilities

- 2.3.4.1 The Client must provide the Service Provider with timely access to systems, documentation, personnel, and other resources necessary to perform the audit.
- 2.3.4.2 The Client is responsible for ensuring that all information provided to the Service Provider is accurate and complete.
- 2.3.4.3 Delays or inaccuracies caused by the Client may result in additional fees and adjustments to the project timeline.

2.3.5 Audit Deliverables

- 2.3.5.1 The Service Provider will provide the Client with a comprehensive audit report upon completion of the Services.
- 2.3.5.2 The report will include findings, identified risks, and recommendations for improvement, based on the scope of the audit.
- 2.3.5.3 The Service Provider's recommendations are advisory and do not constitute legal, financial, or operational obligations.

2.3.6 Fees and Payment

- 2.3.6.1 Fees for the audit services are as specified in the quotation or service agreement and are exclusive of taxes or other applicable charges.
- 2.3.6.2 Payment terms are as stated in the Quotation,
- 2.3.6.3 Any additional charges arising during the audit (e.g., for out-of-scope work) will be communicated to the Customer for approval.

2.4 IT Consulting Services

2.4.1 General

- 2.4.1.1 These Terms and Conditions ("Terms") govern the provision of IT consulting services ("Services") by iCompuCare Global Services Sdn Bhd ("Consultant") to the client ("Client").
- 2.4.1.2 By engaging the Consultant for Services, the Client agrees to these Terms.
- 2.4.1.3 These Terms, together with any proposal, quotation, or agreement, form the entire agreement between the parties, superseding all prior discussions or understandings.

2.4.2 Scope of Services

2.4.2.1 The Consultant will provide Services as detailed in the agreed proposal, quotation, or service agreement.

2.4.2.2 Any requests for additional or out-of-scope services will require a new agreement or an amendment to the existing agreement, which may involve additional charges.

2.4.3 Responsibilities

2.4.3.1 Consultant Responsibilities:

i) Perform Services with reasonable care, skill, and professionalism in accordance with industry standards.

ii) Provide timely updates and reports as agreed with the Client.

2.4.3.2 Client Responsibilities:

i) Provide timely access to information, systems, personnel, and resources necessary for the Consultant to deliver the Services.

ii) Ensure that any information or resources provided are accurate, complete, and current.

iii) Cooperate with the Consultant to facilitate the efficient completion of Services.

2.4.4 Fees and Payment

2.4.4.1 Fees for Services are as specified in the quotation, proposal, or invoice and are exclusive of taxes or other applicable charges unless otherwise stated.

2.4.4.2 Payment terms are as stated in the quotation

2.4.4.3 Additional charges for out-of-scope work will be communicated and agreed upon prior to commencement.

2.4.4.4 All applicable SST, taxes, duties, levies and governmental charges shall be borne by the Client unless the Client provides a valid exemption recognized under applicable law.

3.0 SOFTWARE SUBSCRIPTION AND SaaS SERVICES

3.1 Subscription Grant

Where software is supplied on a subscription basis, the Service Provider grants the Client, for the applicable Subscription Term, a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the software solely for the Client's internal business purposes and subject to the Order and this Agreement.

No ownership of the software is transferred to the Client.

3.2 Subscription Term

The subscription shall commence on the subscription commencement date specified in the Order and continue for the period stated therein ("Initial Subscription Term").

Unless otherwise stated in the Order, subscriptions shall automatically renew for successive periods equal to the Initial Subscription Term unless either Party gives at least thirty (30) days' written notice of non-renewal before the expiry of the then-current Subscription Term.

3.3 Subscription Fees

Subscription fees are payable in advance in accordance with the Order.

Subscription fees are non-refundable once the applicable subscription period has commenced, except where expressly agreed otherwise in writing by the Service Provider.

The Client shall remain liable for all fees applicable to the committed Subscription Term notwithstanding:

- (a) the Client's failure to use the software;
- (b) reduction in the Client's business activity;
- (c) changes in personnel;
- (d) changes in the Client's business requirements; or
- (e) the Client's decision to stop using the software.

3.4 User and Usage Limits

The Client shall not exceed the number of users, devices, endpoints, licenses, storage capacity, transactions, locations or other usage limits specified in the Order.

Where the Service Provider determines that usage exceeds the purchased entitlement, the Service Provider may:

- (a) require the Client to purchase additional licenses;
- (b) invoice the Client for the additional usage;
- (c) suspend excessive usage; or
- (d) restrict access until the additional fees are paid.

Additional licences or usage shall be charged at the Service Provider's then-current rates unless otherwise agreed.

3.5 Fair and Acceptable Use

The Client shall use the subscription service responsibly and shall not:

- (a) interfere with the operation or security of the service;
- (b) introduce malicious code;
- (c) attempt to gain unauthorized access;
- (d) conduct penetration testing without prior written approval;
- (e) use the service to transmit unlawful, defamatory, fraudulent or malicious material;
- (f) use the service in a manner which adversely affects other customers;
- (g) circumvent usage restrictions; or
- (h) use the service for any purpose prohibited by applicable law.

The Service Provider may immediately suspend access where reasonably necessary to protect the Service Provider, its systems, other customers or the security of the service.

3.6 Suspension for Non-Payment

If any subscription invoice remains unpaid after its due date, the Service Provider may, upon written notice or immediately where reasonably necessary:

- (a) suspend access to the subscription;
- (b) disable user accounts;
- (c) restrict functionality;
- (d) suspend support;
- (e) terminate the subscription; and/or
- (f) recover all outstanding amounts.

Suspension shall not relieve the Client of its obligation to pay subscription fees during the committed Subscription Term.

3.7 Service Availability

Unless a specific Service Level Agreement ("SLA") has been expressly agreed in writing, the Service Provider does not guarantee uninterrupted, continuous or error-free availability of any subscription service.

Service availability may be affected by:

- (a) scheduled maintenance;
- (b) emergency maintenance;
- (c) Internet or telecommunications failures;
- (d) third-party cloud infrastructure;
- (e) cyberattacks;
- (f) software or hardware failures;
- (g) acts or omissions of the Client;
- (h) third-party services; or
- (i) Force Majeure Events.

3.8 Third-Party Cloud and Infrastructure

Where a subscription service depends on third-party cloud, hosting, telecommunications, DNS, email, authentication, payment, API or other infrastructure, such infrastructure is outside the Service Provider's reasonable control.

The Service Provider shall not be liable for failure or interruption attributable to such third-party infrastructure.

3.9 Changes to Subscription Services

The Service Provider may modify, improve, update, replace or discontinue features of a subscription service where reasonably necessary for security, technical, operational or commercial reasons.

Where a material discontinuation occurs, the Service Provider may provide a substantially equivalent replacement service or, where appropriate, a pro-rated refund of prepaid fees for the unused period of the affected service.

3.10 Subscription Price Adjustments

The Service Provider may revise subscription fees upon renewal by giving reasonable written notice to the Client.

Where third-party licensing, cloud infrastructure, exchange rates, taxes or regulatory costs materially increase the Service Provider's cost, the Service Provider may adjust the applicable fees accordingly.

4.0 CLIENT DATA AND BACKUPS

4.1 Client Data

The Client retains ownership of data uploaded, entered or submitted by the Client into the Service ("Client Data").

The Client grants the Service Provider the limited right to process Client Data solely to provide, maintain, secure and support the Services.

4.2 Client Responsibility

The Client is solely responsible for:

- (a) the legality, accuracy and completeness of Client Data.
- (b) obtaining all required consents and permissions
- (c) ensuring that its use of the Services complies with applicable laws

- (d) maintaining appropriate access controls
- (e) protecting its usernames, passwords, authentication credentials and administrator accounts; and
- (f) maintaining independent backups of important Client Data unless backup services are expressly included in the Order.

4.3 Data Loss

To the fullest extent permitted by law, the Service Provider shall not be liable for loss, corruption or deletion of Client Data except to the extent directly caused by the Service Provider's proven wilful misconduct or negligence.

Where backup services are not expressly included, the Client acknowledges that it remains responsible for maintaining adequate backups.

4.4 Data Retention

Following termination or expiry of a subscription, the Service Provider may retain or delete Client Data in accordance with its applicable retention policy, legal obligations and technical procedures.

Unless expressly stated in the Order, the Service Provider does not guarantee that Client Data will remain accessible after termination

5.0 SOFTWARE SALES AND SOFTWARE LICENSING

5.1 Software Sale / Licence

Where software is supplied as a perpetual licence, the Client acknowledges that:

- (a) the Service Provider is supplying the software and/or the right to use the software in accordance with the applicable software publisher's licence terms;
- (b) ownership of the software, source code, object code, documentation and related intellectual property remains with the applicable software publisher, licensor or Service Provider, as applicable;
- (c) the Client receives only the licence rights expressly granted and does not acquire ownership of the software;
- (d) the licence is subject to the applicable End User Licence Agreement ("EULA"), publisher terms and licence restrictions; and
- (e) where the publisher's EULA conflicts with this Agreement regarding the software itself, the publisher's EULA shall govern the Client's use of that software.

5.2 Licence Restrictions

Unless expressly authorised in writing, the Client shall not:

- (a) copy, reproduce or duplicate the software other than as expressly permitted by the applicable licence;
- (b) sell, resell, rent, lease, lend, distribute, sublicense or otherwise make the software available to any third party;
- (c) reverse engineer, decompile, disassemble or attempt to derive the source code;
- (d) modify or create derivative works from the software;
- (e) remove proprietary notices, copyright notices or licence controls;
- (f) circumvent technical restrictions, activation mechanisms or usage limits;
- (g) use the software beyond the number of users, devices, endpoints, locations, organisations or other limits specified in the Order; or
- (h) use the software for any unlawful or prohibited purpose.

5.3 Third-Party Software

Where software is supplied by a third-party publisher, the Service Provider's obligations shall be limited to those expressly stated in the Order.

The Service Provider shall not be responsible for:

- (a) changes made by the publisher;
- (b) discontinuation of the software by the publisher;
- (c) changes to the publisher's licensing terms;

- (d) security vulnerabilities inherent in third-party software;
- (e) incompatibility with third-party systems;
- (f) withdrawal of support by the publisher; or
- (g) acts or omissions of the publisher, manufacturer, distributor or other third party.

5.4 Software Activation

The Client acknowledges that software may require activation, registration, authentication or connection to the publisher's servers.

The Service Provider shall not be liable for any inability to activate or use software caused by the publisher, licensing server, Internet connectivity, third-party infrastructure or information supplied incorrectly by the Client.

5.5 Software Updates

Updates, upgrades, patches, maintenance releases and new versions shall only be included where expressly stated in the Order.

The Service Provider does not guarantee that every update or new version will be compatible with the Client's existing hardware, software, operating system, network or environment.

GENERAL TERMS AND CONDITIONS

3.0 Fees

- 3.1 Fees shall be based on prices stated on the Quotation/Order hereto ("Fees") with two (2) months refundable deposit shall be payable by Client upon signing of the Agreement and shall not be used to offset against any outstanding invoice(s) and shall be refunded when all clauses of this Agreement are satisfied. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to the Service Provider.
- 3.2 Any advice, solutions and/or work requested which are not listed in this Quotation/Order shall be charged separately.
- 3.3 Notwithstanding any specific payment milestones set out in the Project Specification, the Fees shall be payable by the Client following the Terms of Payment in the above Quotation/Order.

4.0 Payment Terms

- 4.1 The Client will pay the fees set out in the Quotation/Order (the "Fees") to the Service Provider.
- 4.2 Without prejudice to the Service Provider's any other right or remedy, if the Client fails to pay the Fees on the due date, the Service Provider reserves the right to:
 - (a) impose an additional late fees / payment charges of 2% per month on the outstanding amount in the event Client fails to make full payment as stipulated in Payment Schedule in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - (b) suspend the performance of the Services without liability to both parties until such payment is made in full. Any suspension of services stated in this Agreement shall not relieve the Client of its obligation to pay the monthly maintenance charges payable to the Service Provider under this Agreement, where applicable.
 - (c) disable the Project in whole or in part until payment has been made in full; or
 - (d) terminate this Agreement immediately upon notice.
- 4.3 Until payment of the Quotation/Order price is paid in full, any advice, solutions and /or work provided by the Service Provider whether pursuant to this quotation or otherwise shall remain the property of the Service Provider (regardless of any right or claim of the Customer).
- 4.4 All Fees payable will be charged SST as per Kastam guidelines, unless the Client provides written evidence of SST exemption. The Client shall be responsible for any applicable tax that is required under the applicable law.
- 4.5 The Client shall make all payments due in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.6 All invoices are sent via email to the Client's specified email address, maintained in the Service Provider's records. Any changes to the invoicing address should be duly notified to the Service Provider, otherwise any invoice sent will be deemed accepted by the Client if there is no dispute received on or before 7 days from the date of the invoice

5.0 Exclusions and Limitations

- 5.1 Excluded Services: Defines what is not included in the agreement, such as major redesigns, new feature development, or non-technical support.
- 5.2 Custom Development: Any custom development outside the scope of regular maintenance (e.g., new plugins, integrations, or custom coding) may be charged separately.

6.0 Ownership and Rights

- 6.1 Content Ownership: Specifies that the client retains ownership of all content, images, and intellectual property on the website.
- 6.2 Code Ownership: Defines who owns the website's codebase, which can be important in case of disputes or future changes to the site.
- 6.3 Access Rights: Clarifies who has access to the website's backend, admin panel, and hosting accounts.

7.0 Special Conditions

- 7.1 The Service Provider shall not make any binding decisions without joint approval of both the Client and the Service Provider. If at any time the Service Provider is forced to act under duress from the Client, then the Service Provider and the Client shall not be held responsible for any negative outcome of that action. The Service Provider is not authorized to sign any external documents. The Client's authorized Representative will need to sign after being vetted or advised by the Service Provider.
- 7.2 At All times the contents of the contract and fees charged shall not be disclosed to any other persons other than the signatories related to this Agreement and Finance Departments of both parties. All Invoices for this service shall be sent to the billing contact described in Schedule A and shall be deemed accepted if not disputed within 7 days from the invoice date.
- 7.3 Outstation requirements shall be charged accordingly, if applicable.

8.0 Data Privacy and Compliance

- 8.1 The Client shall provide assurance and warrants that:
 - 8.1.1 The Personal Data of data subjects was collected and will be collected, processed, stored, and transferred to the Processor in line with the provisions of the Personal Data Protection Act 2010 ("PDPA").
 - 8.1.2 The Client shall apply the correct basis for the collection and processing of the personal data of the data subjects.
 - 8.1.3 The Client has complied and will continue to comply with the provisions of the PDPA in the discharge of its obligations under the PDPA.
- 8.2 The Service Provider shall ensure full compliance with the PDPA and other Data Protection Laws in processing the Personal Data disclosed by the Client or collected on behalf of the Client.
- 8.3 The Service Provider shall ensure that Personal Data is only processed and stored as necessary for the purpose(s) specified in the Principal Agreement and under Applicable Laws.

9.0 Confidentiality

- 9.1 For purposes of this Agreement, "Confidential Information" shall include all information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), whether in written, oral, electronic, or any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business strategies, financial information, customer lists, marketing plans, product designs, technical data, and any other proprietary information.
- 9.2 Obligations of the Receiving Party
 - The Receiving Party agrees to:-
 - 9.2.1 Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party;
 - 9.2.2 Use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement;

- 9.2.3 Confidential Information, which measures shall be no less stringent than those the Receiving Party uses to protect its own confidential information

9.3 Exclusions from Confidential Information

Confidential Information does not include information that:-

- 9.3.1 Is or becomes publicly available without breach of this Agreement by the Receiving Party;
- 9.3.2 Is received from a third party without a breach of any obligation of confidentiality;
- 9.3.3 Is independently developed by the Receiving Party without reference to the Confidential Information;
- 9.3.4 Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates with the Disclosing Party in seeking an appropriate protective order or other remedy.

9.4 Term

The obligations of confidentiality shall remain in effect for a period of [number] years from the date of disclosure of the Confidential Information, or until such Confidential Information ceases to be confidential under the terms of this Agreement, whichever occurs first.

9.5 Return of Confidential Information

Upon termination of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession, including all copies, notes, or other derivations thereof.

9.6 No License

Nothing in this clause shall be construed as granting any rights to the Receiving Party in or to the Confidential Information, except as expressly set forth herein.

9.7 Remedies

The parties acknowledge that any breach of this confidentiality clause may result in irreparable harm to the Disclosing Party for which monetary damages may be inadequate, and therefore the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

9.8 Fair Use Policy

- 9.8.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of 2 years thereafter disclose to any person any confidential information concerning the business, affairs, trade secrets, technical, commercial, financial, operational, marketing or promotional information or data of either Party or the terms of this Agreement, except as may be required by law, court order or any governmental or regulatory authority. Neither Party shall use the other Party's confidential information for any purpose other than to fulfil its obligations under this Agreement.
- 9.8.2 The Service Provider and its agents shall not use or disclose the Client information, Processes, Workflow and any other materials except those available publicly. This clause shall continue to be in effect upon termination. Upon termination of the agreement, all confidential information must be destroyed or returned to the Client by the Service Provider
- 9.8.3 Shall not without mutual consent of both parties, communicate or disclose any part of such Confidential Information to any person except only to those employees, agents, subcontractors, and other suppliers on a need-to-know basis who are directly involved with this Agreement and the supply and delivery of the Deliverables.
- 9.8.4 The recipient's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the recipient.

- 9.8.5 To ensure that all persons and bodies involved in this Agreement are made aware of, prior to disclosure of the confidential nature of the Confidential Information and that they owe a duty of confidence to the disclosing Party and to use all reasonable endeavors to ensure that such persons and bodies comply with the provision of this Clause and not to use or circulates such Confidential Information within its own organization except to the extent necessary for the purposes of this Agreement.
- 9.8.6 The Client's use of services / products is subject to reasonable use of limits. If the Service Provider determines that the Client's usage is excessive or abusive, the Service Provider reserves the right to limit, suspend or terminate access to the services / products. Any violation of the Fair Use Policy may result in immediate suspension or termination of services / products, with no liability to the Service Provider. The Service Provider reserves the right to pursue legal remedies for any unauthorized or unfair use. Any disputes arising from or related to the Fair Use Policy shall be resolved through arbitration or mediation, failing which shall be pursued in the Courts of Law.

10.0 Indemnification and Limitation of Liability

In no event shall the Service Provider be held liable for any indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. However, the Service Provider shall ensure his best endeavor to always protect the Client's property(ies) from any risk or exposure.

Nothing in this Agreement shall exclude or restrict the liability of either party to the other party for death or personal injury resulting from negligence or losses arising from fraudulent misrepresentation or for any other liability which cannot be excluded by applicable law. The Client shall indemnify and keep the Service Provider fully indemnified against any and all third-party claims of infringement of intellectual property rights affecting the Client's documents, data etc. Notwithstanding and for all intents and purposes, the total aggregate liability of the Service Provider's shall in no event exceed the value of the Quotation/Order.

- 10.1 Notwithstanding the above, the Service Provider shall have no liability for any loss or damage caused to the Client due to:
- a) any network failure and/or inability on the part of the Client to access the Project due to a problem with the Internet and/or any telecommunications network;
 - (b) any viruses, worms, Trojan horses or other similar devices;
 - (c) any misuse of services by the Client
- 10.2 Limitation of Liability
- To the fullest extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, including but not limited to loss of profits, loss of data, or any other economic loss, whether in an action in contract, tort (including but not limited to negligence), or otherwise, even if such party has been advised of the possibility of such damages.
- 10.3 Cap on Liability
- In no event shall either party's total liability arising out of or related to this Agreement exceed the total amount paid by the Client to the Service Provider after deducting a pro-rated amount for the work that has already been rendered to the Client.
- 10.4 Indemnification
- Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their Respective officers, directors, employees, and agents from and against any and all claims, damage, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:
- (i) breach of this Agreement by the indemnifying party;
 - (ii) negligence or willful misconduct of the indemnifying party or its employees or agents;
 - (iii) Any claims by third parties arising from the services provided under this Agreement.

11.0 Termination

- 11.1 Either party may terminate the Agreement by giving 30/60 days (where applicable) written notice period with reasonable ground agreed by both parties provided there is no outstanding payment due, and the Service Provider has completed the service rendered as agreed upon as per the Quotation/Order.
- 11.2 Notwithstanding clause 11.1 above, either Party may terminate the Agreement in the event the other Party:
- 11.2.1 commits a material or persistent breach of its obligations under this Agreement which is incapable of remedy (and non-payment shall be deemed a material breach), violation of laws;
 - 11.2.2 Fails to fulfill in any material respect its obligations under this Agreement and does not cure the failure within Seven (7) days of receipt of written notice from the Client to cure such failure;
 - 11.2.2 fails to remedy a breach of any of its obligations under this Agreement, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement after having been required in writing to remedy or desist from such breach within 7 days of receipt of written notice of such breach;
 - 11.2.3 is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 11.2.4 makes or proposes any voluntary agreement or enters into a compromise for the benefit of its creditors;
 - 11.2.5 being a company, becomes subject to an administration order or goes into liquidation, (other than for the purpose of amalgamation or reconstruction);
 - 11.2.6 has a receiver appointed to administer any of its property or assets;
 - 11.2.7 ceases or threatens to cease to carry on business; or
 - 11.2.8 has failed to meet expectations. In this case the client will pay the Service Provider for all work completed at the hourly rate of the Service Provider. The Service Provider will then pass all material developed under the project to the client, where applicable.
- 11.3 Two (2) weeks prior to the end of the notice period, the Service Provider is to hand over the balance of the tasks including all documentation and minutes to the successor and or designated personnel.
- 11.4 Upon termination of the Agreement, the Client undertakes to return promptly any test examples of the Project and any document, manuals or other printed materials which have been delivered to the Client by the Service Provider and to return or destroy any copies thereof (as requested by the Service Provider), where applicable.
- 11.5 Any termination of the Agreement shall be without prejudice to any rights accrued in favor of either Party and will not affect those provisions of the Agreement which are by their construction intended to survive such termination.

12.0 Exclusivity

The Client agrees that the details of the work requested stated in the Quotation/Order shall be exclusively managed by the Service Provider and shall ensure no other 3rd party vendor is allowed to access or work on these items without the written consent of the Service Provider. It is understood that any other services requested by the Client that fall outside of the terms of this Agreement shall be considered Additional Services and shall be quoted and billed as separate, individual services.

Work and Performance Standards

- 13.1** The Service Provider shall perform all the services as stated in the Quotation/Order to their best of abilities (the "Work") and the Client agrees to provide their cooperation at all times to ensure both parties can perform under this Agreement. All work product created and/or developed exclusively for the Client in connection with this Agreement shall belong to the Client as long as there are no outstanding fees/payments due from the Client. Sharing of any work product externally with 3rd parties can only be permitted with written permission from the Service Provider.
- 13.2** The client acknowledges that the Service Provider's ability to complete the project is dependent upon the full and timely co-operation of the client and the Client undertakes to notify the Service Provider promptly in writing of any delays in delivering the requested documents, data and information. Where the Client has notified the Provider of any delay, the Client will provide the Service Provider with a revised timetable for supplying document, data or information which must be agreed by the Service Provider.
- 13.2** The Service Provider shall not be responsible for any delays, missed milestones and /or additional expenses incurred due to the late delivery or non-delivery of the requested documents, data and information.

14.0 Non-Solicitation of Employees

Both parties agree that during the tenure of this Agreement and within 24 months after termination of this Agreement, either party, without the written consent from the other, shall not directly or indirectly and /or through third parties attempt to induce or seek to induce or solicit the other party's employees, whether or not such employee would thereby commit a breach of his contract of service. The Service Provider and its employees shall not have any engagement with the Client or its officers after this Agreement is terminated without the written consent of the Service Provider.

15.0 Warranties

- 15.1** Each party warrants that it has full power and authority to enter into and perform this Agreement.
- 15.2** The Service Provider warrants that it will perform its obligations under this Agreement with reasonable skill, care and diligence and that the Client's use of the Service Provider Materials will not infringe any third party intellectual property rights.
- 15.3** The Client warrants that it, or its licensors, is the owner of any intellectual property rights in the Customer Content and that the Client has authority to use the Customer Content in relation to the Project and that the Service Provider's use of the Customer Content in accordance with this Agreement will not infringe any third party intellectual property rights.
- 15.4** The Client confirms that to the best of their knowledge and belief that the Customer Content does not contain anything which may reasonably be considered blasphemous, defamatory or obscene and do not breach any applicable law or regulation.
- 15.5** Save as expressly provided in this Agreement, all warranties, conditions, or other terms implied by statute, common law or otherwise are excluded.

16.0 Assignment

Neither party may assign or otherwise transfer this Agreement or any rights, duties and obligations hereunder without the prior consent in writing of the other party.

17.0 Miscellaneous

This Agreement shall be governed by Malaysian Law. It constitutes the entire Agreement between Client and Service Provider for services listed in the Quotation/Order. Both parties in this Agreement shall conduct all affairs

professionally, legally and ethically. This Agreement can be assigned to a new entity with the agreement of both parties.

The Service Provider shall not be held responsible whatsoever for:

- i Any unlawful usage of the advice, solutions and/or work provided to the Client;
- ii Any financial or material losses incurred by the Client in using / not using the advice, solutions and /or work provided by the Service Provider, should common industry practices has been followed;
- iii Any decision made by the Client in using the advice, solutions and /or work provided by the Service Provider.

18.0 Joint Venture or Partnership

Nothing in the Agreement shall be construed as creating a partnership, joint venture or an agency relationship between the Parties and neither Party shall have the authority or power to bind the other Party or to contract in the name of or create a liability against the other Party.

19.0 Force Majeure

Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of those reasons, that party shall give written notice to the other of the inability which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than [90] days and substantially affects the commercial intention of this Agreement, the party not claiming relief under this clause 12 shall have the right to terminate this Agreement upon giving 30 days' written notice of such termination to the other party.

20.0 Notices

All Notices and all other communications related to the services provided under this Agreement shall be sent via email and will be deemed to have been received upon acknowledged receipt by the other party.

21.0 Amendments to the terms of this contract

Any amendments to the terms and conditions stated herein shall be mutually agreed, in writing.

22.0 General

- 22.1 Failure or delay by either Party to enforce any right or remedy under the Agreement shall not to be taken as or deemed to be a waiver of that right or remedy, unless the waiving party acknowledges the waiver in writing. Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 22.2 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction (or in any other jurisdiction) of any other provision of this Agreement.
- 22.3 No addition to or modification of any clause in the Agreement shall be binding on the Parties unless made by in writing and signed by both Parties.
- 22.4 This Agreement constitutes the entire agreement and understanding of the Parties in respect of the subject matter of this agreement and supersedes and extinguishes any prior agreements, undertakings, promises or conditions between the Parties relating to the subject matter. Each party acknowledges to the other that it has not been induced to enter into this Agreement nor has it relied upon any representation, promise, assurance, warranty or undertaking not contained in this Agreement.
- 22.5 A person who is not a party to this Agreement has no rights to enforce, or to enjoy the benefit of, any provision of this Agreement.

23.0 Dispute Resolution / Jurisdiction

The parties will attempt to resolve any dispute / claim arising out of or relating to the Quotation/Order and /or this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure

23.1 Any controversies or disputes arising out of or relating to this Agreement will be submitted to Arbitration in accordance with any statutory rules of Arbitration in Malaysia.

23.2 If mediation does not successfully resolve the dispute or is unavailable, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them under the Laws of Malaysia.

----- END OF Terms of Service -----