

END-USER LICENCE AGREEMENT

Effective Date: 02/10/2019

1. GENERAL

- 1.1. This End-User Licence Agreement (“**EULA**”) is entered between ScaleSphere Foundation, and you. The EULA governs your installation and/or use of the CelerX (“**Software**”). The EULA will also govern any updates or upgrades to the Software.
- 1.2. Your installation and/or use of the Software shall be deemed to be an acceptance of this EULA. If you do not agree to any terms in this EULA, please do not install and/or use the Software.
- 1.3. We may revise the terms in this EULA at any time without notice to you. The updated EULA will supersede the earlier versions. You should visit get.celer.app from time to time and review this EULA.

2. GRANT OF THE LICENCE

- 2.1. Subject to the terms in this EULA, we hereby grant you a non-exclusive, revocable non-transferable licence to install and use the Software on a device solely owned and controlled by you. This licence does not transfer any title in the Software to you. We retain all rights in the Software and reserve all rights not expressly granted to you.
- 2.2. We may modify or discontinue any features that form part of the Software at any time, without notice to you and without liability. We may also, in our discretion, cease to operate the Software as a whole and/or terminate the EULA at any time, but will give you advance notice of such intention.

3. CONDITIONS OF THE LICENCE

- 3.1. Except as otherwise specifically permitted in the EULA, you **SHALL NOT**:
 - 3.1.1. use the Software in any unlawful manner, for any unlawful purpose or in any manner inconsistent with the terms of this EULA, or act fraudulent or maliciously;
 - 3.1.2. use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with the other users’ use of the Software;
 - 3.1.3. use the Software to develop any end-user product having the same primary function as the Software;
 - 3.1.4. copy, reproduce, distribute, share (whether through any information network or otherwise), transfer, sell, lease, rent or sublicense the Software;
 - 3.1.5. change, alter, modify or create derivative works, enhancements, extensions, updates or add-ons to the Software;
 - 3.1.6. disassemble, decompile, reverse engineer, attempt to derive the source code of or disassemble the Software, whether in whole or in part, or may any other attempt by any means to discover or obtain the source code for the Software;
 - 3.1.7. collect or harvest any information or data from the Software or attempt to decipher any transmissions to or from the servers running the Software;
 - 3.1.8. circumvent, break or work around any technical limitations which we may have placed or put into effect in connection with the use of the Software;
 - 3.1.9. remove, disable or circumvent any trademark, logo, copyright or other proprietary notices, legends, symbols or labels contained within the Software;
 - 3.1.10. infringe our intellectual property rights or those of any third party in relation to your use of the Software;
 - 3.1.11. publish or make public any information relating to the performance or quality of the Software to a third party without our prior written consent; and/or
 - 3.1.12. permit, cause or assist any other person to commit any of the acts referred to in the foregoing clauses.

- 3.2. Any attempt to commit any of the acts enumerated in Clause 3.1 above is also a violation of our rights.

4. PRODUCT SUPPORT

- 4.1. We have no obligation whatsoever under this EULA or otherwise to:
 - 4.1.1. provide any technical support;
 - 4.1.2. continue to develop, maintain, support, repair or in any way continue to provide the Software; and/or
 - 4.1.3. correct any specific errors or discrepancies in the Software.
- 4.2. Any support provided for the Software shall be without any warranty and be subject to such additional terms and conditions as may be stipulated.

5. FEEDBACK

- 5.1. We may request you to provide us with reasonable suggestions, comments and feedback regarding the Software, including but not limited to usability, bug reports and test results (collectively referred to as "**Feedback**"). In providing us with your Feedback, you agree to grant us a worldwide, exclusive, perpetual, irrevocable, royalty-free and fully paid-up rights to make, use, copy, modify, sell, distribute, sub-licence, and create derivative works from the Feedback.

6. INTELLECTUAL PROPERTY

- 6.1. We reserve all rights not expressly granted to you under this EULA. All intellectual property rights in the Software are owned by or licensed to us by their respective owners. The terms of this EULA do not grant you any rights in connection with any of our intellectual property rights.

7. GENERAL DISCLAIMER AND LIMITATION OF LIABILITY

- 7.1. The Software is provided on an "as is" and "as available" basis with no warranties whatsoever. The Software may contain defects. Your installation and use of the Software is voluntary and at your own risk. You are advised to safeguard important data in your device(s), and to use the Software with caution and not to rely in any way on the correct functioning or performance of the Software. You agree to bear the costs of all necessary servicing, repair and/or correction, and to take adequate precaution against the possible losses and damages resulting from your use of this Software.
- 7.2. To the maximum extent permitted under the applicable laws, we disclaim and make no guarantee, representation or warranty:
 - 7.2.1. that the Software will meet your requirements;
 - 7.2.2. that the Software is unhackable or uncompromisable;
 - 7.2.3. regarding the appropriateness, timeliness, reliability, accuracy, completeness, accessibility, quality, fitness for a particular purpose, operation or usefulness of any portion of the Software;
 - 7.2.4. that the operation of the Software will be error-free, continuously available or uninterrupted in operation, or free of bugs or other harmful codes or components;
 - 7.2.5. that the Software will operate or function properly on your devices or operating systems, and it will not cause any damage to your devices or operating systems; and/or
 - 7.2.6. that the Software or your use of the Software will not infringe the intellectual property or other proprietary rights of any third party.
- 7.3. We, and our parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, sub-contractors and licensors shall not be liable, in any circumstances or legal theories whatsoever, for any liability, loss, or any indirect, special, incidental or consequential damages of any character, even if we are aware of the risk of such damages, that:

- 7.3.1. results in any way from your use of, access to or reliance on the Software; and/or
 - 7.3.2. results from any delay in operation or transmission, communication failure, Internet access difficulties or malfunction of equipment.
- 7.4. Our liability to you shall not, for any reason, exceed (a) the amount paid by you to us in relation to your use or access to the Software in the one (1) year period preceding the incident giving rise to your claim against us; or (b) S\$100 (Singapore Dollars one hundred only), whichever is lower. This limitation applies to all causes of action in the aggregate including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts. In any jurisdiction in which these limitations of liability are restricted, our liability is limited to the greatest extent permitted by law.

8. INDEMNITY

- 8.1. You agree to indemnify us and our parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, sub-contractors and licensors (collectively the “**Indemnified Persons**”) in respect of any and all claims, losses, damages, expenses (including legal costs on a full indemnity basis), or liabilities (whether criminal or civil) and costs of settlement suffered or incurred by the Indemnified Persons or asserted against them in respect of:
- 8.1.1. any use of the Software by you or by anyone with your express and/or implied authorisation;
 - 8.1.2. your negligent or wrongful acts (including any failure caused by your negligence in preventing access to the Software by other person without your authorisation);
 - 8.1.3. your violation of any applicable law or regulation; and/or
 - 8.1.4. your breach of any terms in this EULA.

9. TERMINATION

- 9.1. We reserve the right to terminate your access and use of the Software, immediately without prior notice and liability to you if:
- 9.1.1. you are in breach, or will be in breach, of the terms in this EULA and (if the breach is remediable) have not remedied the breach to our satisfaction and within such time we have stipulated;
 - 9.1.2. you have used or are using the Software for any illegal or impermissible purpose or activity, including any activity which may expose or potentially expose us to civil or criminal liability;
 - 9.1.3. we deem fit to do so for security reasons or to protect our interests or the interests of other users of the Software; and/or
 - 9.1.4. we are required to do so in compliance with any applicable law or regulation, or we are ordered to do so by any enforcement, regulatory or other governmental authority.
- 9.2. Upon our discontinuation of the Software and/or the occurrence of the termination events set out in Clause 9.1 above, you are no longer permitted to use the Software and must immediately uninstall and/or delete the Software from your device(s).
- 9.3. Any termination of this EULA shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of Clauses 3, 6, 7 and 8 and any other provision which is expressly or by implication intended to come into or continue on or after such termination.

10. GOVERNING LAW

- 10.1. The EULA shall be governed by and construed in accordance with the laws of the Republic of Singapore and each party hereby irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.

11. MISCELLANEOUS

- 11.1. If any provision in this EULA is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. This EULA constitute the entire agreement between us in relation to your installation and/or use of the Software and supersede any and all prior or contemporaneous written or oral agreements or representations. Our failure to insist upon or enforce strict performance of any provision in this EULA shall not be construed as a waiver of any provision or right. Other than the Indemnified Persons, a person who is not a party to this EULA shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce the terms under this EULA.
- 11.2. You may not transfer or assign any of your rights or obligations under the EULA without our prior written consent. We may, by notice in writing to you, transfer or assign any of our rights, or novate any of our rights and obligations, under the EULA.