

## LICENCE CONTRACT

Sales Licence Contract. This document displays the terms and conditions of the Etere Licence Contract.



**1. Your relationship with ETERE** 1.1 Your use of ETERE software is subject to the terms of a legal agreement between you and ETERE. "ETERE" means ETERE Pte Ltd, whose principal place of business is at 140 Paya Lebar road #06-16 – Singapore 409015 – Reg. N.201208897H. This document explains how the agreement is made up, and sets out some of the terms of that agreement. 1.2 Unless otherwise agreed in writing with ETERE, your agreement with ETERE will always include, at a minimum, the terms and conditions set out in this document. 1.3 Your agreement with ETERE will also include the terms written in the support contract, applicable to all Etere's Services. 1.4 This document forms a legally binding agreement between you and ETERE in relation to your use of the Software. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms". **2. Accepting the Terms** 2.1 In order to use the Software, you must first agree to the Terms. You may not use the Software if you do not accept the Terms. **3. Language of the Terms** 3.1 Where ETERE has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with ETERE. 3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence. **4. Provision of the Software by ETERE** 4.1 ETERE is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Software which ETERE provides may change from time to time without prior notice to you. 4.2 As part of this continuing innovation, you acknowledge and agree that ETERE may stop (permanently or temporarily) providing Software's upgrades (or any features within the Software) to users generally or to you, at ETERE's sole discretion. This event will be notified through a "new release note" or "press release" or a communication sent by email or published on our web site. Etere cannot be held liable for any interruption of the Software's upgrades. 4.3 You acknowledge and agree that if ETERE disables access to your account on the Etere website, you may be prevented from accessing the new Software releases, your website account details and the files contained on it. 4.4 Etere shall be responsible to provide the Customer with all the required documentation,

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**6. Content in the Software** 6.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Software are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content.". 6.2 You should be aware that Content presented to you as part of the Software, including but not limited to advertisements in the Software and sponsored Content within the Software may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to ETERE (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by ETERE or by the owners of that Content, in a separate agreement. 6.3 You agree that you are solely responsible for (and that ETERE has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Software and for the consequences of your actions (including any loss or damage which ETERE may suffer) by doing so.

**7. Proprietary rights** 7.1 You acknowledge and agree that ETERE own all legal right, title and interest in and to the Software, including any intellectual property rights which subsist in the Software (whether those rights happen to be registered or not, and wherever in the world those rights may exist). 7.2 Unless you have agreed otherwise in writing with ETERE, nothing in the Terms gives you a right to use any of ETERE's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

**8. License from ETERE** 8.1 ETERE gives you a worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by ETERE as part of the Software as provided to you by ETERE (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Software as provided by ETERE, in the manner permitted by the Terms. 8.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by ETERE, in writing. 8.3 You may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

**9. Content license from you** 9.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Software.

**10. Software updates** 10.1 The Software which you use may request to download and install updates from time to time from ETERE. These updates are designed to improve, enhance and further develop the Software and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Those updates can be installed only if a support contract is active.

**11. Ending your relationship with ETERE** 11.1 The Terms will continue to apply until terminated by either you or ETERE as set out below. 11.2 ETERE may at any time, terminate its legal agreement with you if: (A) You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms and have not remedy the breach within 30 days from the date of receipt of written notification from the other party); or (B) ETERE is required to do so by law (for example, where the provision of the Software to you is, or becomes, unlawful); or (C) The provision of the Software support and upgrades to you by ETERE is, in ETERE's opinion, no commercially viable (D) the provision of the Software support and upgrades to you by ETERE is, in

ETERE's opinion, no longer commercially viable 11.3 Nothing in this Section shall affect ETERE's rights regarding provision of Software under Section 4 of the Terms. **12. EXCLUSION OF WARRANTIES** 12.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, SHALL EXCLUDE OR LIMIT ETERE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. 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LIMITATION OF LIABILITY** 13.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ETERE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SOFTWARE, OR OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SOFTWARE; (II) ANY CHANGES WHICH ETERE MAY MAKE TO THE SOFTWARE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SOFTWARE (OR ANY FEATURES WITHIN THE SOFTWARE); **14. Changes to the Terms** 14.1 ETERE may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made will be made available to you from within, or through, the affected Software. Any change will be notified to you by email, press release or on the web site (in the public area or in the area reserved to you) at least 30 days before 14.2 You understand and agree that if you use the Software after the date on which the Universal Terms or Additional Terms have changed, ETERE will treat your use as acceptance of the updated Universal Terms or Additional Terms. **15. General legal terms** 15.1 For any possible controversy, the court of jurisdiction is Singapore. 15.2 The Terms constitute the whole legal agreement between you and ETERE and govern your use of the Software (but excluding any Software which ETERE may provide to you under a separate written agreement), and completely replace any prior agreements between you and ETERE in relation to the Software. 15.3 You agree that ETERE may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Software. 15.4 You agree that if ETERE does not exercise or enforce any legal right or remedy which is contained in the Terms (or which ETERE has the benefit of under any applicable law), this will not be taken to be a formal waiver of ETERE's rights and that those rights or remedies will still be available to ETERE. 15.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. 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