

# End User License Agreement

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This End-User License Agreement (the “Agreement”) is a legal agreement between you (either an individual or a single entity) and Ubiz Solution Co., Ltd. (“Ubiz”) for evaluation and use of the software (including all ancillary applications provided) and any associated documentation provided with the software (collectively, the “Software”). By downloading, installing, or using the Software: (1) you represent that you understand the terms of this Agreement and you have the capacity and authority to bind your employer to this Agreement, and (2) you accept the terms of this Agreement and you consent to be bound by this Agreement on behalf of your employer (hereinafter referred to as “you”). If you do not agree to be bound by these terms and conditions, do not download, install, or use of the Software.

## 1. License.

### 1.1 General License Grant.

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Your license to install and use the software shall be in accordance with one or more of the following license options, as set forth on the License Order Confirmation or in your request for evaluation software. The Software may contain a software license management tool (a “License Manager”) that regulates your use of the Software. If so, all of the licensed activity described below must be subject to the control of the License Manager, and you may not install or use the Software in a manner that circumvents or interferes with the operation of the License Manager or any other technological measure that controls access to the Software.

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c. Consultancy License. One or more identified individuals (on a named-user basis) may use the Software for use in their customers' projects, provided that the Software may only be installed on the consultant's machine and not on a customer's hardware. The number of users authorized may be limited in the License Order Confirmation. The consultant shall ensure that the customer is made aware of the identity and source of Ubiz's Software.

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e. Floating License. Subject to the control of a single License Manager, you may install the Software on an unlimited number of computers or servers for use concurrently by a number of individuals up to the number of user licenses you have purchased.

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g. Named-user License. One identified individual (named-user) may use the Software. You may install the software on any number of computers necessary to support that named-user, so long as the software is used only by the named-user. If the named-user leaves your employ or is transferred such that he or she no longer requires use the software, you may transfer this license to an alternative named-user.

h. Subscription License. (i) Customer may install the Software on its computers (for use by its employees only, where applicable) in the number specified in the applicable License Order Confirmation. The Software is licensed under each License Order Confirmation on a subscription basis per individual Customer user (Subscription License). The term of each Subscription License shall be as set out in the applicable License Order Confirmation and shall commence on the start date specified on the applicable License Order Confirmation ("Subscription Term"). The Subscription License shall automatically terminate upon expiry of the applicable Subscription Term unless the parties have agreed upon an automatic renewal of the term pursuant to the terms of the License Order Confirmation.

(ii) Customer may copy and install on Customer's computers, for use only by Customer's employees, as many copies of the Software as is designated on the applicable License Order Confirmation forms.

(iii) All annual subscription fees shall be payable per authorized user as set forth in the applicable License Order Confirmation.

(iv) Ubiz shall provide the support and maintenance services as referred to in the License Order Confirmation form.

## 1.3 Restrictions.

It is your responsibility to ensure compliance with the terms of this Agreement. For example, for floating licenses, you must take steps to ensure that the number of concurrent users does not exceed the number of user licenses that you have purchased. Except as may otherwise expressly be provided herein and as otherwise expressly permitted by law, you shall not, directly or indirectly:

(a) Use the Software in a manner that infringes any third party's copyrights or any other rights;

(b) Make any translation, adaptation, arrangement, modification, derivative work or other alteration of the Software;

(c) Distribute, sell, give away, hire or lease the Software, or another product wholly or partially derived from the Software, or offer to do any of the foregoing;

(d) Assign, sell, lease, rent, time-share, or otherwise make all or any part of the Software available for installation or use by any third party, as a service bureau, application service provider or otherwise, without the prior written consent of Ubiz ;

(e) Decipher, decompile, disassemble or reverse engineer the Software, in whole or in part. To the extent you are expressly permitted by law to reverse engineer the Software, you agree to use such findings only as expressly permitted by law, and to otherwise hold such findings in strict confidence. For information regarding interoperability, contact Ubiz.

## 1.4 Transfer and Assignment.

This Agreement is personal and may not be assigned or assumed (including by operation of law) without Ubiz's prior written consent, and any attempt to do so without such consent is void. You may, however, transfer the Software to a successor in interest to all or substantially all of your assets or stock on a permanent basis, provided you retain no copies and the recipient agrees to the terms of this Agreement.

## 1.5 Term and Termination.

(a) The term of this Agreement, and the license granted hereunder, shall commence (i) upon receipt by Ubiz of a purchase order (for non-Demo and non-Open Source licenses) or (ii) upon express authorization by Ubiz (for Demo and Open Source licenses) or (iii) upon the date provided for in the applicable License Order Confirmation

(for subscription license), and shall continue for the term stated on the applicable License Order Confirmation as issued by Ubiz or, if no specific term is stated, shall continue indefinitely unless terminated in accordance with this Agreement.

(b) This Agreement and the license granted hereunder shall terminate immediately and automatically if you have not paid any license or subscription fees or other charges due to Ubiz within 30 days after such amount is due.

(c) Without prejudice to any other rights, Ubiz may immediately terminate this Agreement and the license granted hereunder upon written notice to you if you fail to comply with the terms and conditions of this Agreement.

(d) Upon termination of the license for any reason, you must immediately destroy and stop using all copies of the Software (including purging all storage media on which such Software is installed or otherwise stored) and all of its component parts.

(e) Upon termination of this Agreement, the provisions of Section 1.3, 3, 5, 6, 10 and 12 shall survive.

## 2. Support.

Subject to the payment of all applicable fees, you shall be entitled to participate in the Ubiz support program indicated on a License Order Confirmation. Information regarding support offerings made generally available by Ubiz is available from Ubiz upon request. The provision of support services by Ubiz, if any, shall be subject to the terms of this Agreement.

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## 6. LIMITATION OF LIABILITY.

IN NO EVENT SHALL UBIZ BE LIABLE TO YOU FOR LOSS OF PROSPECTIVE PROFITS OR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF UBIZ IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF UBIZ TO YOU UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THAT PAID BY YOU TO UBIZ IN CONNECTION WITH YOUR USE OF THE SOFTWARE WITHIN THE PREVIOUS TWELVE-MONTH PERIOD.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

## 7. Compliance with Agreement.

You agree that within fifteen (15) days of a request from Ubiz or Ubiz's authorized representative you will fully document and certify that your use of the Software at the time of the request is in conformity with the terms of this Agreement and you agree to permit Ubiz or its authorized representative to verify the accuracy of your certification. If such verification reveals that Customer has exceeded the number of authorized users set forth on the applicable License Order Confirmation form during the relevant period, then Customer shall pay, on demand, for the excess usage and for any ongoing excess usage going forward.

## 8. Jurisdiction.

This Agreement is governed by the laws of Thailand. You hereby consent to the jurisdiction of the courts located within the county in which Ubiz's principal office in Thailand is located.

## 9. Customer Identification.

You grant Ubiz the right to use publicly your name and logo to appropriately identify you as a Ubiz customer and licensee of the Software.

## 10. General.

This Agreement shall inure to the benefit of Ubiz and its successors or assigns. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of that provision or any other provision. If any provision of this Agreement is held to be unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force. This Agreement may be modified or amended only in writing signed by both you and Ubiz. This Agreement and all rights and obligations of the Parties shall be governed and construed in accordance with the laws of Thailand and both Parties submit to the non-exclusive jurisdiction of the Thailand Courts.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT, TOGETHER WITH ONE OR MORE LICENSE ORDER CONFIRMATIONS FOR THE SOFTWARE, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND UBIZ WHICH SUPERSEDES ANY PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND UBIZ RELATING TO THE SUBJECT MATTER HEREOF.

If you have any questions about this Agreement, or if you wish to change the address to which notices may be sent to you for purposes of this Agreement, you may write to Ubiz at the following address:

Ubiz Solution Co., Ltd.:

213/8 3A, 3rd Floor, Asoke Tower Building,  
Sukhumvit 21 Road,  
Wattana,  
Bangkok 10110  
Thailand