

END USER LICENSE AGREEMENT

BY EXECUTING AN ORDER (AS DEFINED BELOW) WITH LAIYE'S AUTHORIZED PARTNER ("**PARTNER**") THAT REFERENCES THIS END USER LICENSE AGREEMENT ("**EULA**"), OR BY OTHERWISE ORDERING OR USING THE PRODUCTS (DEFINED BELOW) THROUGH A PARTNER, THE CUSTOMER NAMED IN THE APPLICABLE ORDER OR THE ENTITY OTHERWISE ACCESSING OR USING THE PRODUCTS ("**CUSTOMER**") AND LAIYE PTE.LTD. ("**LAIYE**") AGREE TO THE TERMS OF THIS EULA. THIS EULA IS EFFECTIVE AS OF THE DATE THE ORDER REFERENCING THIS EULA IS EXECUTED, OR AS OF THE EARLIER DATE CUSTOMER OTHERWISE ORDERS OR USES THE PRODUCTS (THE "**EFFECTIVE DATE**").

Customer and Laiye may be referred to herein individually as a "**Party**" and collectively as the "**Parties**." An "**Affiliate**" of a Party means any legal entity that directly, or indirectly, controls or is controlled by, or is under the common control of such Party. Each individual executing an Order represents and warrants that she/he is duly authorized and has full authority to execute this EULA on behalf of the respective Party.

1. Scope.

This EULA sets forth the terms on which Customer may purchase through a Partner, and Laiye will provide to Customer through a Partner, (a) Laiye's software to be installed on Customer's hardware ("**Laiye Software**"), and (b) maintenance and support ("**M&S**") (each a "**Product Type**" collectively the "**Products**"). The Products are further described in standard documentation, created and provided by Laiye, which accompany the Products ("**Documentation**").

2. Orders.

Customer may execute an order with a Partner (each an "**Order**") which will describe the (a) Product Type, (b) length of Customer's right to use, or license to, the Product ("**Product Term**"), (c) quantity, endpoints, and other usage parameters ("**Usage Parameters**"), (d) pricing and fees ("**Fees**") and (e) other relevant details.

3. Grant of Right and License.

Subject to the terms of this EULA and in accordance with the applicable Order, Laiye grants Customer a worldwide, nonexclusive, revocable (only as set forth in Section 11 (Term and Termination), nontransferable, nonsublicensable right and license to use the Product within the Usage Parameters during the Product Term for Customer's internal business purposes. Customer may permit third-parties and Customer's Affiliates to use the Products solely for Customer's or the Affiliates' internal business purposes in accordance with this EULA and Customer shall be fully liable for such use.

4. Prohibited Conduct.

Customer must not, and must not knowingly allow any third party to: (a) reproduce, distribute, modify, time-share, license, sublicense, rent, lease, sell, transfer, or otherwise make available to any

unauthorized third party any Product; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Product; (c) defeat or attempt to defeat any security mechanism of any Product; (d) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any Product or other materials provided or made available by Laiye; (e) use or view any Product for the purpose of competing with Laiye; or (f) use any Product in any manner that does not comply with this EULA or applicable laws and regulations.

5. Accounts.

Customer is responsible and liable for all access to and use of the Products occurring under Customer's accounts or logins. Customer must notify Laiye immediately of any unauthorized use of the Products or any other actual or suspected breach of security regarding the Products of which Customer becomes aware.

6. Policies.

If Customer purchases a subscription for M&S, Laiye will provide Customer support, upgrades, bug fixes, and other maintenance services for the covered Products during the M&S Product Term in accordance with the then valid policy ("**M&S Policy**"). Laiye may require that Customer obtain all or part of Support from or through the Partner. Laiye may update the M&S Policy at any time, but in no event will Laiye materially degrade either policy during the then-current applicable Product Term.

7. Payment.

All Fees for the Products will be paid by Customer to the Partner in accordance with the Order. If any refunds are required to be provided by Laiye to Customer under this EULA, such refund will be paid by Laiye to Customer through the Partner.

8. Proprietary Rights.

a. Laiye's. Except for the rights expressly granted to Customer in this EULA, all intellectual property or other proprietary rights, title or interest in and to the Products, including without limitation, all copyrights, modifications, know-how, techniques, enhancements and derivatives thereof, are and remain solely owned by Laiye and Laiye's respective licensors. All rights not expressly granted to Customer are reserved by Laiye and its licensors.

b. Customer's. As between the Parties, Customer retains all rights, title, and interest in and to any data and content provided or uploaded by Customer to the Products ("**Customer Content**"). Customer grants to Laiye a non-exclusive right and license to copy, store, transmit and otherwise use the Customer Content during the EULA Term solely as necessary for Laiye to fulfill its obligations under this EULA and in accordance with applicable data privacy laws.

c. Aggregated Data. Customer understands and agrees that Laiye may collect and use aggregated and deidentified data derived from Customer's use of the Products solely to provide and improve the Products.

9. Mutual Confidentiality.

a. Defined. "**Confidential Information**" of a Party means any and all information disclosed by a Party or its Affiliates ("**Discloser**") to the other Party or its Affiliates ("**Recipient**") that is either identified as confidential at the time of disclosure or is information which Recipient knows, or reasonably should have known, is confidential. Confidential Information includes, but is not limited to,

technical and non-technical data, marketing and promotional information, Products, software programs and code (regardless of form or language), methods, techniques, strategies, processes, customer, employee and supplier information, trade secrets, distribution methods, and pricing and financial data. Customer's Confidential Information includes Customer Content. Notwithstanding the foregoing, Confidential Information does not include information if and only to the extent the Recipient establishes that the information: (i) is or has become part of the public domain through no act or omission of the Recipient; (ii) was already in the Recipient's lawful possession prior to disclosure hereunder, without obligations of confidentiality; (iii) was rightfully communicated to the Recipient, without obligations of confidentiality, by a third party not bound by confidentiality obligations with respect thereto; or (iv) was independently developed by the Recipient without use of the other Party's Confidential Information. As between the Parties, all Confidential Information shall be and remains the property of the Discloser.

b. Restrictions. Recipient agrees that it will: (i) hold in confidence and not disclose to any third party any Confidential Information of Discloser; (ii) protect such Confidential Information with at least the same degree of care that Recipient uses to protect its own Confidential Information, but in no case less than reasonable care; (iii) use the Discloser's Confidential Information for no purpose other than as provided herein; (iv) limit access to Discloser's Confidential Information to those of Recipient's employees or authorized representatives having a need-to-know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (v) immediately notify Discloser upon discovery of any loss or unauthorized disclosure of Discloser's Confidential Information.

c. Legal Disclosure. Recipient may disclose Confidential Information to the extent such disclosure is required (i) by a valid court order or other governmental body having jurisdiction, provided that Recipient gives Discloser reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist Discloser in obtaining, a protective order; or (ii) to establish or enforce such Party's rights under this EULA.

d. Return. Upon termination or expiration of this EULA or the request of the other Party, Recipient must return or destroy all Discloser's Confidential Information then in Recipient's possession or control; provided, however, that if any Confidential Information is held in Recipient's archives or back-up systems, the Confidential Information will be allowed to expire and be deleted or destroyed in accordance with Recipient's commercially reasonable archiving or backup policies. Recipient's confidentiality obligations under this Section 9 (Mutual Confidentiality) shall continue for a period of 5 years after termination or expiration of this EULA.

10. Evaluation.

If an Order specifies the Product, is being provided as a trial, evaluation, or proof of concept, then the following shall apply and take precedence over any provision in this EULA to the contrary: (a) Laiye grants Customer a worldwide, nonexclusive, revocable, nontransferable, nonsublicensable license to use the Product within the Usage Parameters during the Product Term solely for Customer's internal evaluation purposes; (b) Laiye may revoke Customer's Product license at any time for any reason; (c) the following sections of this EULA shall not apply: (i) 6 (Policies) (ii) 12.a (Laiye IP Infringement Indemnification), and (iii) 13 (Warranties); and (d) to the maximum extent permitted by applicable law, the Product is provided "as is" and Laiye disclaims all obligations or liability (except for death or personal injury caused by Laiye's negligence), including any statutory or implied warranty obligations, and in any event, Laiye's aggregate liability shall not exceed \$100.00 USD.

11. Term and Termination.

a. EULA Term. The term of this EULA shall commence on the Effective Date and shall continue until no Orders remain in force and effect, unless earlier terminated in accordance with Section 11.b (Termination for Breach) (the "EULA Term").

b. Termination for Breach. Either Party may terminate this EULA if the other Party commits a material breach of this EULA and, if capable of remedy, does not cure such breach within 30 days

after receipt of written notice.

c. Effects of Termination. Upon the termination of this EULA, or the expiration of any Product Term: (i) all rights and licenses granted to Customer to the terminated or expired Products are terminated and revoked (even if the Product Term is identified as “perpetual”); and (ii) Customer shall immediately cease use of such Products.

12. Indemnification.

a. Laiye IP Infringement Indemnification. Laiye will defend Customer against any third-party claim that the Products (the “**Protected Items**”) allegedly infringe any patent, copyright, trademark, or other intellectual property rights (“**Claim**”) if Customer (i) notifies Laiye immediately upon learning of any Claim (provided that failure to provide prompt notice will not excuse Laiye’s obligations unless Laiye is materially prejudiced), (ii) grants Laiye sole control over the defense and settlement of the Claim, provided that Laiye shall not settle any Claim which admits liability on Customer’s behalf without Customer’s prior written consent, and (iii) reasonably cooperates with Laiye, at Laiye’s request and sole expense, in preparing a defense for any Claim. Laiye agrees to pay any final judgment or settlement resulting from any Claim, provided that the settlement is entered into in accordance with this Section. Laiye is not liable for a settlement made without its prior written consent.

b. Exclusions. Laiye has no obligation under this Section for any Claim relating to or arising from: (i) Customer's modifications of Protected Items; (ii) failure to use Protected Items in accordance with this EULA or the Documentation; (iii) the combination, operation, or use of Protected Items with any software not provided by Laiye if the alleged infringement would not have occurred but for such combination; (iv) the compliance of Laiye with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; (v) use of a non-current release of the Protected Item; or (vi) use of the infringing Protected Item after Laiye has made available a non- infringing Protected Item to Customer at no additional cost.

c. Remedy. In any event, if Laiye believes in its reasonable opinion the Protected Items may be alleged to be infringing, Laiye may, at its option, (i) procure for the Customer the right to continue to use the Protected Items; (ii) replace the Protected Items with comparable non-infringing Protected Items; (iii) for Protected Items licensed with a limited term, refund any prepaid and unused fees paid by Customer; or (iv) for Protected Items licensed in perpetuity, refund any fees paid by Customer for the applicable Protected Items, less amortization based on a 5 year straight line amortization schedule from the date of applicable invoice. If Laiye exercises either of the foregoing options (iii) or (iv), Customer’s right and license to the applicable Protected Items will terminate and Customer must promptly cease its use of the applicable Protected Items. This Section states the Customer's sole remedy for, and Laiye’s entire liability and responsibility for infringement of any intellectual property rights.

d. Customer Indemnification. Customer will defend Laiye against any third-party claim that Customer Content infringes or misappropriates any third party’s intellectual property rights or was collected or transferred by Customer in violation of applicable law. Customer will pay those costs and damages finally awarded against Laiye in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

13. Warranties.

a. Laiye Software. Subject to Section 13.b, Laiye warrants that Laiye Software (i) licensed perpetually will perform in substantial accordance with its Documentation for a period of 90 days from the date the license keys are electronically delivered to Customer, and (ii) licensed on a subscription basis will perform in substantial accordance with its Documentation during the applicable Product Term (collectively the “**Laiye Warranty**”).

b. Restrictions. The Laiye Warranty does not apply to (i) problems caused by third-party hardware or software not authorized by Laiye for use with the Products; (ii) Customer’s misuse of the Products; (iii) modifications to the Products not authorized by Laiye; or (iv) problems reported to Laiye after the

applicable warranty period. Laiye's entire liability and Customer's exclusive remedy under the Laiye Warranty shall be, at Laiye's option, either repair or replace the nonconforming Product, or refund to Customer all paid but unused Fees for the nonconforming Product.

c. Compliance with Law. Each Party warrants that its performance under this EULA will comply with all applicable law.

d. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS EULA, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LAIYE DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HIGH-RISK USE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. LAIYE DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR OTHERWISE.

14. Mutual Limitation of Liability.

a. Aggregate. EXCEPT AS PROVIDED IN SECTION 14.c (EXCLUSIONS), EACH PARTY AND ITS AFFILIATES' AGGREGATE LIABILITY IN ANY EVENT FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS EULA, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID OR WOULD HAVE BEEN PAID BY CUSTOMER UNDER THE ORDER RELATED TO THE CLAIM DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE.

b. Other. EXCEPT AS PROVIDED IN SECTION 14.c (EXCLUSIONS), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, REVENUES, ANTICIPATED SAVINGS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, OR LOSS OF GOODWILL, HOWSOEVER CAUSED, REGARDLESS OF THE NATURE OF THE CLAIM AND EVEN IF A PARTY OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. Exclusions. THE LIMITATIONS OF SECTION 14.a (AGGREGATE) AND 14.b (OTHER) SHALL NOT APPLY TO:

- (1) DEATH OR PERSONAL INJURY;
- (2) FRAUD OR FRAUDULENT MISREPRESENTATIONS;
- (3) A PARTY'S OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION); OR
- (4) A PARTY'S BREACH OF SECTION 5 (PROHIBITED CONDUCT) OR 9 (MUTUAL CONFIDENTIALITY).

15. General Provisions

a. Construction. The section and paragraph headings used in this EULA are inserted for convenience only and will not affect the meaning or interpretation of this EULA.

b. Entire Agreement. This EULA constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations (except if fraudulent), advertisements, statements, proposals, negotiations, discussions, or agreements regarding such subject matter. The Parties agree that any terms and conditions in a purchase order, invoice, or similar document proffered by Customer are of no force and effect and are hereby rejected. Laiye may modify this EULA at any time by posting a revised version on the Laiye website or by otherwise notifying you in accordance with Section 15.j; provided, however, that Laiye will provide at least 90 days' advance notice for materially adverse changes to the EULA. Subject to the 90-day advance

notice requirement with respect to materially adverse changes, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Products after the effective date of any modifications to this EULA, Customer agrees to be bound by the modified terms. Customer will check the Laiye website regularly for modifications to this EULA. Laiye last modified this EULA on the date listed at the end of this EULA. Except as set forth herein, this EULA may not be modified or amended except by a writing signed by an authorized representative of each of the Parties.

c. Dispute Resolution. For any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Parties shall seek to mutually appoint an arbitrator. If the Parties cannot agree on a single arbitrator, then there shall be 3 arbitrators: one selected by each Party, and a third selected by the first two. The language of the arbitration shall be English. Laiye will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. The prevailing Party in arbitration or litigation is entitled to recover its reasonable attorneys’ fees and costs from the other Party.

d. Severability. If any provision or portion thereof, of this EULA is found to be invalid, unlawful, or unenforceable to any extent, such provision of this EULA will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this EULA will continue in full force and effect. The Parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

e. Survival. The provisions of this EULA, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this EULA will survive and continue as valid and enforceable rights, duties, and obligations.

f. Waiver. No failure or delay by either Party in exercising any right under this EULA shall constitute a waiver of that right or any other right. Any waiver by either Party must be in writing and shall apply solely to the instance to which directed.

g. Assignment. Laiye may assign its rights and obligations under this EULA, in whole or in part, without Customer’s consent, if the assignee is an Affiliate or as a result of a merger, consolidation, or transfer or sale of all or substantially all of Laiye’s assets. Customer may not assign this EULA without Laiye’s prior written consent. Laiye will not unreasonably withhold its consent if the assignee agrees to be bound by the terms and conditions of this EULA. Subject to this Section, this EULA will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section is null and void.

h. Force Majeure. Neither Party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this EULA during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, cyber warfare, including, but not limited to, Internet-based conflict and attacks on information systems designed to or resulting in the disabling of websites and networks, embargo, strike, riot or the intervention of any governmental authority (a “Force Majeure”). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure.

i. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices and approvals shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier’s systems, if sent via nationally recognized express carrier; or (iii) the third business day after first class, postage prepaid, posting.

j. Independent Contractors and Third Parties. The Parties are independent contractors. This EULA does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this EULA.

k. Subcontractors. Laiye may, in its sole discretion, use subcontractors to fulfill its obligations under this EULA, provided that Laiye remains responsible for compliance of such subcontractors with the terms of this EULA.

l. Suggestions. Some of Laiye's changes to user interfaces, features, and functionality come as a result of suggestions made by customers, whether in the form of suggestions, enhancement requests, recommendations or other feedback provided by a customer or its users relating to the Products ("**Suggestions**"). Customer hereby grants to Laiye an irrevocable, worldwide, royalty-free, perpetual license to use any Suggestions that Customer provides to Laiye or its Affiliates as Laiye deems appropriate without restriction or obligation to Customer; provided that all such use will be subject to Laiye's confidentiality obligations herein.

m. Anti-Bribery. Each Party agrees to comply with all applicable anti-bribery laws.

n. Export Restrictions. Customer agrees to comply with the export and import laws and regulations of any country with jurisdiction over the Products (including any portion or result of the Products).

o. Execution. This EULA may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.