
Enterprise Recon Software License Agreement

As the Licensee, you should carefully read the following terms and conditions before using, installing, copying, distributing, or transmitting this software. Unless otherwise agreed in writing signed by an authorised representative of Ground Labs Pte Ltd (hereinafter referred to as the "Licensor"), your use, installation, copying, distribution or transmission of the Licensed Product indicates your acceptance of this Agreement, thereby creating a "Licence". You understand and agree that the terms and conditions of this Licence are the only terms and conditions applicable to your use of the Licensed Product on an annually renewable basis. If you wish to subscribe to a Licence for multiple years, there is a separate written agreement setting out the terms available if you contact the Licensor. As a condition of downloading and using the Software, you also agree to the terms of the Licensor's Privacy Policy at <http://www.groundlabs.com/privacy> which may be updated from time to time and without notice.

1. Term

1.1 This Agreement shall commence on the date of the download and, subject to the provisions of this Clause, shall continue for one year unless terminated earlier in accordance with the provisions of Clause 12.

1.2 Not less than one month before the end of the Term, the Parties shall review the Agreement and, if it makes commercial sense to renew this Agreement, a new Term shall commence on the expiration of time. In this, the Parties shall consider the Price, and may agree to revise the amount payable to reflect the current product list price(s). If the Parties cannot agree, this Agreement will terminate by expiration of time and the Licensed Product will cease to function.

1.3 If the Licence created by this Agreement is revoked or terminated, the Licensee shall destroy all copies of the Licensed Product held on the nominated computers, servers and archival devices.

2. Grant of the Licence

2.1 In consideration of the Licensee's promise to comply with the duties and obligations set out in this Agreement, the Licensor grants the Licensee a non-exclusive, non-transferrable, revocable licence to use the Licensed Product and any associated media which may include both printed and online or electronic documentation (hereinafter referred to as the "Documentation") the whole being referred to as the "Licensed Product".

2.2 The Parties agree that the Licence granted under Cause 2.1 above shall permit the use of the Licensed Product on the agreed number of host machines. For these purposes, it is understood that the Licensed Product is installed on a server which is designated the Master Server. The Licensed Product includes a Reporting Console that may be installed on any host machine. This gives the Licensee control over the Licensed Product. The Licensed Product also includes a software component referred to as a Node Agent that must be installed on each host machine. This establishes communication between the host machines in the network and the Master Server, and allows the Licensee to scan the data stored in all authorised host machines where a Node Agent is installed.

2.3 Upon payment of the agreed fee for the relevant number of licences, the Licensor shall supply the Licensee with an authorisation key that:

- (i) activates the Master Server;
- (ii) permits the designated number of Node Agents installed on each host machine to connect with the Master Server; and
- (iii) permits the Reporting Console to interact with the Master Server for the purpose of initiating scans on host machines and to review any available reporting information.

3. Scope of the Licence

3.1 Once downloaded, the Licensee may install and access the Licensed Product, including any modification or upgrade supplied by the Licensor. Once installed, the Licensee shall not use the Licensed Product to audit host machines without a Node Agent in place. If the Licensee wishes to transfer the Licensed Product to more than the agreed maximum number of host machines, the Licensee shall purchase separate licences for each new host machine on which a Node Agent is to be installed.

3.2 Without prejudice to Clause 3.1 above, the Licensee may un-assign and re-assign licenses for the Licensed Product when a host machine is decommissioned and taken offline on a permanent basis, but at no time may the Licensee use the functionality of un-assigning and re-assigning licences as a method of reducing its licence requirements, or attempting to circumvent licensing controls, or manipulating the Licensed Product to exceed the maximum number of licensed host machines.

3.3 The Licensee may make copies of the computer software part of the Licensed Product for offline back-up or archival purposes, but the copies shall be used for no other purpose.

3.4 The following acts shall be considered a breach of condition and, without prejudice to Clause 12.2 below, shall entitle the Licensor summarily to terminate all the Licensee's rights to use the Licensed Product. Namely, the Licensee:

- (i) attempts to create more than one Master Server without authorisation from Ground Labs;
- (ii) uses the Licensed Product to interact with Node Agents without there being the appropriate number of licences in place;
- (iii) uses the Licensed Product to provide a managed service to one or more third parties; or
- (iv) sells the Licensed Product or any part of it to one or more third parties.

4. The Price and Payment

4.1 The Parties have agreed that the price of the annual License shall be as specified in the quotation supplied by the Licensor or its authorised partner.

4.2 The Parties further agree that, should the Licensee wish to increase the number of host machines, the additional licenses shall be issued as of right and, upon the request being made, the Licensor shall quote a price for the new total number of licences, calculated in accordance with Clause 4.5 below.

4.3 It is a precondition of the release of the authorisation key that the Licensee shall pay the whole of the first year's fee in advance unless otherwise agreed in writing. Once the Licensor is in possession of cleared funds, it shall issue the authorisation key for the agreed number of host machines within five working days.

4.4 If the Licence is to be renewed, payment of each new year's fee shall be made in full in advance not less than fourteen days before the end of the current year.

4.5 Should the Licensee exercise the right to buy additional Licenses under Clause 4.2 above, the amount payable shall be calculated on a pro rata basis given the number of days left for the Term to run. Where the Term remaining is less than six months, an additional 30% administration charge will be added to the amount payable. The total amount will be payable in advance as a precondition to the issue of the updated authorisation key and the Licensee agrees to destroy the old license key.

5. The Licensee's Duties

5.1 The Licensee agrees to marketing initiatives proposed by the Licensor including but not limited to the following:

- (a) the Licensee will participate in a Press Release confirming its decision to buy Licences from the Licensor for use of the Licensed Product; and
- (b) once the installation is complete and the Licensed Product is in operational use, the Licensee will co-operate in the creation of a customer case study to be used as a part of the marketing of the Licensed Product.
- (c) the Licensee will grant the Licensor permission to list the Licensee's name as a customer on its website, or in online and printed product material describing the Licensed Product or the Licensor's company information;
- (d) for the purpose of providing a product reference, the Licensee will grant the Licensor permission to provide contact details for the appropriate individuals to prospective customers.

The Licensor undertakes that it will act reasonably in requesting access to the Licensee's operations and will not expect the Licensee to incur unreasonable expense in complying with its requests.

5.2 During the Term of the Agreement, the Licensee shall not:

- (a) copy the Licensed Product except as provided in Clause 3.3 above;
- (b) modify, reverse engineer, decompile or disassemble the object code or any part of the Licensed Product;
- (c) assign, rent, transfer or distribute the Licensed Product to others;
- (d) use the Licensed Product in any way that may infringe the Intellectual Property Rights of the Licensor or any third party;
- (e) use the Licensed Product to provide services to any other person; or
- (f) remove, alter or interfere with any of the trade marks, logos, proprietary notices or other protected content contained in the Licensed Product.

6. Right to technical support

By virtue of the Licence, the Licensee has a right to receive all Licensed Product updates and upgrades throughout the Term of the Licence. In addition, the Licence entitles the Licensee to receive online technical support including Documentation, FAQs and a helpdesk ticketing system to raise operational issues with the Licensor's support engineers. The Licensor does not levy separate support and maintenance charges in addition to the licensing fees.

7. Refund policy

The Licensor does not provide refunds, even if the Licensee shall terminate the Agreement in compliance with Clause 12.1 below. If the Licensee has a dispute or complaint about the Licensed Product, the Licensee may contact the Licensor via e-mail. The Licensor will use its reasonable endeavours to remedy any software faults identified.

8. Intellectual Property Rights

The Licensee acknowledges that title to all the Intellectual Property Rights relating to the Licensed Product are owned by the Licensor. At no time will the Licensee seek to claim any right or interest in any of these Intellectual Property Rights.

9. Confidentiality and privacy

9.1 All pricing information shall be kept confidential and shall only be disclosed should there be dispute that cannot be resolved by private arbitration and is referred to a court for determination.

9.2 The Parties acknowledge that, in their business relationship, each may disclose to the other personal and/or commercially sensitive information. The Parties agree that all information that they know or ought to know is confidential shall be kept confidential and shall not be disclosed to a third party unless the Party is so ordered by a court of competent jurisdiction.

9.3 The software component of the Licensed Product processes personally identifiable information and the Licensee, as the operator, is solely responsible for compliance with all relevant privacy and data protection laws in the relevant jurisdiction(s).

10. No General Warranty

The Licensed Product is provided "as is" and all warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose are excluded to the fullest extent permitted by law. In particular, the Licensor does not warrant that the functions contained in the Licensed Product will meet the Licensee's requirements or that the operation of the software component of the Licensed Product will be uninterrupted or error-free. Nothing in this Agreement shall limit or exclude any statutory rights that may be available to the Licensee, and any terms in this Agreement that would be void or unenforceable under such legislation shall be severed from this Agreement.

11. Limitation of Liability

In the event the download fails to deliver a functioning copy of the Licensed Product, the sole obligation of the Licensor is to replace the download or to supply a replacement on physical media. The Licensor shall not be liable for any loss or corruption of data, interruption of business, loss of profits or for any other direct or indirect damage arising from the use of the Licensed Product.

Licensor exceed the amount the Licensee paid for the licence(s). Nothing in this Agreement shall limit or exclude the Licensor's liability for death or personal injuries due to its negligence or to any other liability arising from its fraud which may not be limited or excluded under the law.

12. Termination

12.1 The Licensee may terminate this Agreement at any time by giving written notice to the Licensor.

12.2 If either Party feels there is a material breach of this Agreement, it shall give written notice of the relevant facts to the other Party and request that appropriate action is taken to remedy the breach. If the breach shall not be remedied within twenty-eight days of the written notice being received, the Party may terminate this Agreement immediately by giving written Notice in writing under Clause 18 below.

12.3 This Agreement shall terminate automatically if either Party shall become insolvent or enter into any agreement with its creditors.

12.4 In the event that the Agreement is terminated, the Licence and any payment obligations shall continue in force until the expiry of the Term.

13. Indemnity

The Licensee agrees to indemnify the Licensor and its subsidiaries, affiliates, officers, agents, and employees against any claim, suit or action arising from or in any way related to the Licensee's use of the Licensed Product or breach of this Agreement, including any liability or expenses arising from all claims, judgments and costs of every kind. Immediately upon receipt, the Licensor shall provide the Licensee with written notice of such a claim, suit or action.

14. Assignment or Transfer

This Agreement shall be binding upon and inure to the benefit of the Licensor and the Licensee provided, however, that the Licensee may not assign or transfer its rights or obligations under the Agreement without the prior written consent of the Licensor, such consent not to be unreasonably refused.

The Licensee acknowledges that the Licensor may assign its rights and obligations under this Agreement to a third party, and the Licensee agrees to abide by the terms of any such assignment or transfer.

15. Severability and Survival

If any provision or term of this Agreement is found by any arbitrator or court of competent jurisdiction to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such provision or term or part shall, to that extent, be deemed not to form part of this Agreement so that the remainder of this Agreement shall otherwise remain in full force and enforceable.

16. Whole Agreement

This Agreement contains the entire understanding between the Parties in connection with the subject matter and it supersedes or replaces any and all prior negotiations, agreements, and/or representations, whether oral or written, between the Parties.

17. Formation and counterparts

This Agreement may be formalised by e-mail and executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

18. Notice

Whenever either Party wishes or is required to give a Notice under this Agreement, the Notice shall be in writing and shall be delivered by e-mail and conventional mail, addressed as follows:

Ground Labs Pte Ltd
#29-01 Suntec Tower Two
9 Temasek Boulevard,
Singapore, 038989
notice@groundlabs.com

The Licensor will use the primary contact nominated by the Licensee as shown in the Licensor customer management portal located at <http://www.groundlabs.com/support> to serve any notices under this agreement. For these purposes, the Notice is deemed to have been received on the same day it is transmitted by e-mail.

19. Governing Law and Venue

This Agreement shall be governed by and interpreted under the substantive and procedural laws of Singapore and, on a non-exclusive basis, the Parties agree to submit to the jurisdiction of the courts located in Singapore, acknowledging that those courts constitute the most convenient forum for the resolution of all claims by the Licensee against the Licensor. But the Parties also accept that it is more convenient for all claims against the Licensee, whether for emergency relief by way of injunction or for money damages following a breach of this Agreement, to be heard in the courts of the jurisdiction in which the Licensee is resident.