

End-User Software License Agreement

Please read the terms and conditions of this End-User Software License Agreement (“Agreement”) carefully before using the 30-day trial package (“Trial Edition) or other editions of Chronos eStockCard software belonging to Chronos Process Integration Sdn Bhd (Company No. 581795-W) (“**Chronos**”).

By (1) pressing the “I Accept” button; or (2) installing, copying, downloading, accessing or otherwise using the Chronos eStockCard software, you completely and unequivocally agree to be bound by the terms and conditions of this Agreement without modification. If you do not agree to any of these terms and conditions, please cancel the installation and if necessary, remove all components of the Chronos eStockCard software from your system immediately.

In consideration of mutual obligations and valuable consideration (the receipt and adequacy of which is hereby acknowledged), the parties hereby agree as follows:

1. License to Use

1.1 Chronos hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license (“License”) to use the Chronos eStockCard software consisting of a set of instructions or statements in machine readable medium and any enhancement, modification, update, upgrade or new release of that software or part thereof (hereinafter collectively referred to as the “**Chronos eStockCard Software**”) and operating manuals and other printed materials including but not limited to users’ manuals, and software listings which are designed to assist or supplement the understanding or application of the Chronos eStockCard Software (hereinafter collectively referred to as the “**Documentation**”) in accordance with the provisions of this Agreement during the term of this Agreement.

Trial Edition

1.2 If you are using the Trial Edition of the Chronos eStockCard software, you agree that the Trial Edition shall be used solely for the purposes of testing and evaluating the Chronos eStockCard software for your internal business purposes. The Trial Edition shall be for a period of thirty (30) days from the date of installation or for such other period as agreed between the parties in writing (“Trial Period”). Unless expressly stated otherwise, all other terms of this Agreement shall apply to the Trial Edition. You expressly acknowledge that the Trial Edition may contain an automatic disabling mechanism that prevents its use after the Trial Period. You are solely responsible for taking appropriate measures to back up your system and for taking other measures to prevent any loss of files or data during the Trial Period.

Other Editions

1.3 Each copy of the Chronos eStockCard Software may run in one of several editions (including without limitation Warehouse edition, Premier edition or Enterprise edition). However, your use of the Chronos eStockCard Software is restricted as follows:

1.4 (a) The License granted hereunder allows you to install use and run one copy of the Chronos eStockCard Software on one computer at a time, used exclusively for your benefit for your internal business purposes. The License does not allow one copy of the Chronos eStockCard Software to be used on more than one computer at a time.

(b) The license granted hereunder is not transferable, assignable or sub-licensable unless with Chronos’ prior written approval which is to be granted at Chronos’ absolute discretion. With Chronos’ prior written approval, the License may only be transferred to another computer subject to the transfer procedures as specified by Chronos.

1.5 You shall only use the Chronos eStockCard Software in accordance with normal operating procedures as notified by Chronos from time to time.

- 1.6 You shall not assign, transfer, rent, lease, sell, distribute, pledge as security or otherwise encumber, share, sublicense, copy, alter, modify or reproduce the Chronos eStockCard Software and Documentation or part thereof without Chronos' prior written consent.
- 1.7 In addition to any other remedies available to Chronos under this Agreement or otherwise under applicable laws and regulations, any unauthorized use, alteration, modification, reproduction, publication, disclosure or transfer of the Chronos eStockCard Software will entitle Chronos to any available remedy.
- 1.8 Except to the extent specified to the contrary in this Agreement, Chronos shall not be obliged to support the Chronos eStockCard Software, whether by providing advice, training, error-correction, modifications, updates, new releases or enhancements or otherwise.
- 1.9 You acknowledge that there is no transfer of title or ownership to you of the Chronos eStockCard Software or the Documentation or any modifications, updates or new releases of the Chronos eStockCard Software.
- 1.10 You shall not host the Chronos eStockCard Software on your computer or your network for others to use, except such persons who are employees or authorized users for your sole benefit.

2. Copying

- 2.1 You shall not copy or reproduce the Chronos eStockCard Software or Documentation by any means or in any form without Chronos' prior written consent.
- 2.2 If requested by Chronos, you shall issue a notice in a form approved by Chronos to all your employees and other authorized users of the Chronos eStockCard Software under your direction or control, advising such persons of your obligations under this clause and also advising them of the possible civil proceedings and criminal sanctions resulting from a breach of this clause.

3. Modifications

- 3.1 You shall not modify or alter the Chronos eStockCard Software or merge all or any part of the Chronos eStockCard Software with any other software without Chronos' written consent.
- 3.2 If the Chronos eStockCard Software is modified or altered by you without the written consent of Chronos pursuant to Clause 3.1:
 - (a) the costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of proposed modifications or alterations will be borne solely by you;
 - (b) you will fully indemnify Chronos against all liability which may be incurred by Chronos if such modifications or alterations infringe any intellectual property rights of a third person or otherwise cause Chronos to suffer loss, damages or expense; and
 - (c) any warranty applicable to the Chronos eStockCard Software under this Agreement shall no longer be valid against Chronos once the Chronos eStockCard Software is modified or altered.
- 3.3 The Chronos eStockCard Software as modified or altered shall remain the exclusive property of Chronos in all respects, whether modified by you, Chronos or a third party and whether or not authorized pursuant to this Agreement. Specifically, you shall, if necessary, assign to Chronos all intellectual property rights arising out of any modifications to the Chronos eStockCard Software. You shall upon Chronos' request execute such documents and perform such other acts as are necessary in order to give effect to this sub-clause.

4. Reverse Engineering

4.1 You shall not reverse engineer, decompile, disassemble, reverse assemble, reverse compile, translate, make any attempt to discover the underlying source code or algorithms of the Chronos eStockCard Software or directly or indirectly allow or cause a third party to do any of the foregoing acts in respect of the whole or any part of the Chronos eStockCard Software.

5. Updates, New Releases and Upgrade

5.1 Updates of the Chronos eStockCard Software for the first year from the date of your purchase will be provided to you free of charge. Subsequent updates are chargeable at such rate as may be determined by Chronos at its sole discretion.

5.2 You may request for the upgrade of the Chronos eStockCard Software in accordance with the upgrade procedures issued by Chronos from time to time and subject to payment of fees chargeable at such rate as may be determined by Chronos.

5.3 Where an update or new release or upgrade is provided pursuant to Clauses 5.1 or 5.2:

- (a) you may download the update or new release or upgrade from Chronos' available website; and
- (b) terms of this Agreement and/or with additional or different terms will apply in all respects to the update or new release or upgrade which shall be deemed to be the Chronos eStockCard Software for the purpose of this Agreement.

5.4 You shall not use a previous version of the Chronos eStockCard Software after you have received the upgraded version as a replacement of the prior version. Upon upgrading the Chronos eStockCard Software, all copies of the prior version must be destroyed.

5.5 Without limiting your obligations under this clause, and notwithstanding any other provision of this Agreement, Chronos shall be under no liability to you in the event of loss or damage suffered by you as a result of its failure to comply with this clause, and you shall indemnify Chronos in respect of any loss or damage suffered by Chronos as a result of you failure to comply with this clause.

6. Linking with Chronos Server and Personal Data

6.1 By using the Chronos eStockCard Software, you hereby consent to the transmission of this information and Personal Data (as defined below) to Chronos. In addition to the uses specified below, Chronos may use the device information, usage tracking information, error reports and malware reports to improve the Chronos eStockCard Software and its services.

6.2 Licensing Validation Checks

6.2.1 In order to enable Chronos to validate your use and licensing arrangements and for support purposes, the Chronos eStockCard Software will periodically send requests to Chronos' servers. These requests may include without limitation IP addresses, account information, edition requested, and hardware footprint in addition to other usage information. Some of these requests may be for immediate access to the Chronos eStockCard Software in the event of being unable to contact Chronos.

6.2.2 If properly licensed, you have the right to use the licensed version of the Chronos eStockCard Software. Unless the software licensing validation is successful, you will have no right to use the Chronos eStockCard Software. This is to prevent its unlicensed use. You have no right to bypass or circumvent license validation. Changes to your computer components or the Chronos eStockCard Software may require you to undergo additional license validation requests. You agree not to hold Chronos liable for failures in the license validation system. If after a validation check the Chronos eStockCard Software is found to be improperly licensed, then the functionality

or experience of using the Chronos eStockCard Software may be affected. In this scenario, Chronos may, in its sole discretion remotely deactivate the use of the Chronos eStockCard Software or components of the Chronos eStockCard Software and send you reminders to obtain a properly licensed or current version of the Chronos eStockCard Software.

6.3 Personal Data

6.3.1 You expressly agree that Chronos may process the personal data of your employees and authorized users ("Personal Data") to process payment, manage your account, send service-related notifications, enforce compliance with this Agreement, facilitate the provisioning of updates, new releases and upgrades of the Chronos eStockCard Software and comply with our contractual obligations and applicable law.

6.3.2 You agree that the Personal Data collected or received by Chronos in connection with the registration, download, installation, configuration, support and use of the Chronos eStockCard Software may be transferred, stored and processed outside the country of receipt of the Personal Data or any other country in which Chronos maintains its servers or facilities. By registering, downloading, installing or using the Chronos eStockCard Software, you hereby expressly consent to the worldwide processing of the Personal Data.

7. Limited Warranty

7.1 The Trial Edition is provided by Chronos to you "AS IS" without any representation, warranty or condition of any kind whatsoever.

7.2 For other editions of the Chronos eStockCard Software, Chronos warrants that the Chronos eStockCard Software, when used unmodified in a proper operating environment, will operate in conformity with the Documentation in all material respects under the normal use in accordance with the provisions of this Agreement for a period of Ninety (90) days from the date of purchase (the "**Warranty Period**").

7.3 If, at any time during the Warranty Period, you believe there is a defect in the Chronos eStockCard Software such that the Chronos eStockCard Software cannot be used in accordance with the normal operating procedures, you must notify Chronos of such perceived defect.

7.4 Chronos shall investigate the perceived defect notified pursuant to Clause 7.3 and shall, upon the verification of the existence of the defect, rectify such defect without additional charge to you.

7.5 If due investigation by Chronos of a defect reported pursuant to Clause 7.4 reveals that no such defect in fact exists, Chronos may make an additional charge in respect of such investigation in accordance with the standard rates of Chronos in effect from time to time.

7.6 Chronos shall not be liable under this clause to the extent that a defect is caused by you or a third party, including the failure of you or a third party to maintain the operating environment designated in the Documentation or to otherwise use the Chronos eStockCard Software in accordance with specifications issued by Chronos from time to time, whether in the Documentation or otherwise, or the Chronos eStockCard Software shall be modified or altered in any manner whatsoever with or without permission of Chronos.

7.7 You expressly acknowledge and agree that use of Chronos eStockCard Software is at your entire risk as to satisfactory quality, performance, accuracy and effort except for the limited warranty set forth above. Chronos does not warrant that the functions contained in Chronos eStockCard Software will meet your requirements or that the operation thereof will be uninterrupted or error-free or that the Chronos eStockCard Software will be compatible with third party software or that the defects in the Chronos eStockCard Software will be corrected.

7.8 Subject to Clause 7.9 and to the maximum extent permitted by applicable laws, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.

7.9 Where legislation implies in this Agreement any condition or warranty, and that legislation voids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement. However, the liability of Chronos for any breach of such condition or warranty shall be limited, at the option of Chronos, to one or more of the following:

(a) if the breach relates to goods:

- (i) the replacement of the goods or the supply of equivalent goods;
- (ii) the repair of such goods;
- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services:

- (i) the supplying of the services again; or
- (ii) the payment of the cost of having the services supplied again.

8. Limitation of Liability and Disclaimer of Damages

8.1 To the maximum extent permitted by applicable law, Chronos shall not be liable to you or any third party in any manner whatsoever for personal injury, direct or indirect loss, special or any consequential damages including but not limited to damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of or related to your use of the Chronos eStockCard Software, howsoever caused and whether such damages arise in contract, equity, tort, negligence, inaction or otherwise.

8.2 Subject to Clause 8.3, you warrant that you have not relied on any representation made by Chronos which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by Chronos.

8.3 You acknowledge that to the extent Chronos has made any representation which is not otherwise expressly stated in this Agreement, you have been provided with an opportunity to independently verify the accuracy of that representation.

8.4 You shall at all times indemnify and hold harmless Chronos and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:

- (a) a breach by you of your obligations under this Agreement; or
- (b) any willful, unlawful or negligent act or omission on your part.

9. Intellectual Property Rights

9.1 The rights granted under this Agreement are limited to Chronos' and its licensors' (if any) intellectual property rights in the Chronos eStockCard Software as licensed hereunder and shall not include any other intellectual property rights. Title to and ownership in the Chronos eStockCard Software and Documentation, and all Chronos trade marks, trade names, copyrights or other business identifiers are proprietary intellectual property of significant value and goodwill belonging exclusively to Chronos. You shall not use the eStockCard or Chronos trade marks as part of your trade mark, trade or business name, product name or as other business identifiers without Chronos' prior written consent. Subject to Clauses 9.2, 9.3 and 9.4, Chronos shall indemnify you against liability under any final judgment in proceedings brought by a third party against you which determine that your use of the Chronos eStockCard Software constitutes an infringement of any intellectual property rights in the Chronos eStockCard Software.

- 9.2 Chronos shall not be required to indemnify you as provided in Clause 9.1 unless you:
- (a) notify Chronos in writing as soon as practicable of any infringement, suspected infringement or alleged infringement;
 - (b) give Chronos the option to conduct the defence of such a claim, including negotiations for settlement or compromise prior to the institution of legal proceedings;
 - (c) provide Chronos with reasonable assistance in conducting the defence of such a claim; and
 - (d) permit Chronos to modify, alter or substitute the infringing part of the Chronos eStockCard Software at its own expense in order to avoid continuing infringement, or authorizes Chronos to procure for you the authority to continue the use and possession of the infringing Chronos eStockCard Software.
- 9.3 Chronos shall not indemnify you to the extent that an infringement, suspected infringement or alleged infringement arises from:
- (a) use of the Chronos eStockCard Software in combination by any means and in any form with other goods not specifically approved by Chronos;
 - (b) use of the Chronos eStockCard Software in a manner or for a purpose not reasonably contemplated or not authorized by Chronos;
 - (c) modification or alteration of the Chronos eStockCard Software without the prior written consent of Chronos; or
 - (d) any transaction entered into by you relating to the Chronos eStockCard Software without Chronos' prior consent in writing.
- 9.4 In the event that proceedings are brought or threatened by a third party against you alleging that your use of the Chronos eStockCard Software constitutes an infringement of intellectual property rights, Chronos may at its option and at its own expense conduct the defence of such proceedings. You shall provide all necessary co-operation, information and assistance to Chronos in the conduct of the defence of such proceedings.
- 9.5 You shall indemnify Chronos against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging such infringement if:
- (a) the claim arises from an event specified in Clause 9.3; or
 - (b) the ability of Chronos to defend the claim has been prejudiced by your failure to comply with any requirements of Clauses 9.2 or 9.4.
- 9.6 If the Chronos eStockCard Software shall contain any third party's title or intellectual property rights, the contents thereof may be protected by copyright or other intellectual property laws and may be subject to the terms of use of such third party providing the content. The license hereunder does not grant the right to use such contents nor guarantee that such contents will continue to be available or made available to you.

10. Termination

- 10.1 Without limiting the generality of any other clause in this Agreement, Chronos may terminate this Agreement immediately by notice in writing and deactivating the Chronos eStockCard Software if:
- (a) you are in breach of any term of this Agreement and such breach is not remedied within thirty (30) days of notification by Chronos;

- (b) you for any reason destroy or dispose of or loss custody of the Chronos eStockCard Software.

10.2 If notice is given to you pursuant to Clause 10.1 based on the contact details in accordance with Clause 12.7, Chronos may, in addition to terminating the Agreement:

- (a) be regarded as discharged from any further obligations under this Agreement; and
- (b) pursue any additional or alternative remedies provided by law.

11. Force Majeure

11.1 Neither party to this Agreement shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure, namely acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, and strikes or any circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this Agreement.

11.2 If a delay or failure of a party to this Agreement to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

11.3 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds sixty (60) days, either party may immediately terminate the Agreement on providing notice in writing to the other party. In such event, Chronos shall refund moneys or part thereof previously paid by you (if any) pursuant to this Agreement for goods or services or part thereof not provided by Chronos to you.

12. Miscellaneous

12.1 This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

12.2 Any express statement of a right of Chronos under this Agreement is without prejudice to any other right of Chronos expressly stated in this Agreement or existing at law.

12.3 The benefit of this Agreement shall not be assigned by you without Chronos' written consent subject to such conditions as Chronos may think fit.

12.4 Any failure by Chronos to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by Chronos to you, will not be construed as a waiver of Chronos' rights under this Agreement.

12.5 Subject to any provision to the contrary, this Agreement shall be binding upon the parties to this Agreement and their successors-in-title, personal representatives and assigns.

12.6 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.

12.7 Except as otherwise provided herein, all notices, consents, requests, instructions, approvals and other communications made, required or permitted under this Agreement will be given and such notice is deemed given by electronic mail, when directed to an electronic mail address to:

- (a) you based on the details provided to Chronos during your registration process;



(b) Chronos at *support@estockcard.com*.

12.8 This Agreement will be governed by and construed according to the law of Malaysia. The competent courts of Malaysia shall be the courts of exclusive jurisdiction.

-----The End-----