

## **II MASTER SUBSCRIPTION AGREEMENT**

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF NATIONAL CYBERSECURITY R&D LAB'S ("NCL") SERVICES AND YOUR ACCESS TO THE NCL ENVIRONMENT.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement is effective between You and Us as of the date of You accepting this Agreement.

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### **1. DEFINITIONS**

"Account" means the account opened within the Service under Your subscribed name.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the decision rights of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Content" means information from publicly available sources or third party content providers and made available to or accessible by You through the Services, as more fully described in the Documentation.

"Documentation" means the applicable Service's documentation, and its usage guides and policies, as updated from time to time, accessible via <http://ncl.sg> or login to the applicable Service.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Non-NCL Application” means a Web-based, mobile, offline or other software application functionality that is provided by You or a third party which interoperates with a Service, including, for example, an application that is developed by or for You, or is identified as such by NCL.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto

“Purchased Services” means Services that You or Your Affiliate purchase under an Order Form.

“Service” refers to one of the Services subscribed by You or Your Affiliate pursuant to the terms of this Agreement and applicable Order Form.

“Services” means the products and services that are ordered by You under an Order Form and made available online by Us, including associated NCL components, as described in the Documentation. “Services” exclude Content and Non-NCL Applications.

“User” means an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, We at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, research partners, and third parties with which You transact business.

“We,” “Us” or “Our” means NUS, acting through SoC’s NCL as described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have signed Order Forms.

“Your Data” means electronic data and information submitted by or for You to the Services, excluding Content and Non-NCL Applications.

## **2. OUR RESPONSIBILITIES**

2.1. Provision of Purchased Services. We will (a) make the Services and Content available to You on a non-exclusive basis pursuant to this Agreement and the applicable Order Forms, (b) provide applicable NCL standard support for the Services to You at no additional charge, (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest,

act of terror, strike or other labour problem, Internet service provider failure or delay, Non-NCL Application, or denial of service attack.

2.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

### **3. USE OF SERVICES AND CONTENT**

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

3.2 Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to number of servers/virtual machines, duration, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by the applicable contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).

3.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-NCL Applications with which You use Services or Content. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-NCL Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services or Non-NCL Applications to store or transmit

Malicious Code, (e) interfere with or disrupt the integrity or performance of any of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to any of the Services or Content or its related systems or networks, (g) permit direct or indirect access to or use of any of the Services or Content in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than as permitted in the Documentation, or (k) reverse engineer any Service (to the extent such restriction is permitted by law). Any use of the Services in breach of this Agreement, Documentation or Order Forms, by You or Users that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

**3.4 External-Facing Services.** If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

**3.5 Removal of Content and Non-NCL Applications.** If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems and from the Service environment on which You may have stored such Content. If We receive information that a Non-NCL Application hosted on a Service by You may violate Our External-Facing Services (as defined in Section 3.4) or applicable law or third-party rights, We may so notify You and in such event You will promptly disable such Non-NCL Application or modify the Non-NCL Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-NCL Application until the potential violation is resolved. Although the Services may enable You and/or Users to access Content, We make no warranties whatsoever with respect to such Content including but not limited to the accuracy, or validity or suitability of such Content which are made available on an AS IS WHERE IS basis.

#### **4. NON-NCL PROVIDERS**

**4.1.** We or third parties may make available third-party products or services, including, for example, Non-NCL Applications and implementation and other consulting services. Any acquisition by You of such products or services, and any exchange of data between You and any Non-NCL provider, product or service is solely between You and the applicable Non-NCL provider. We do not warrant or support Non-NCL Applications or other Non-NCL products or services, whether or not they are designated by Us as “certified” or otherwise, unless expressly provided otherwise in an Order Form.

4.2. Non-NCL Applications and Your Data. If You choose to use a Non-NCL Application with a Service, You grant Us permission to allow the Non-NCL Application and its provider to access Your Data as required for the interoperation of that Non-NCL Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by such Non-NCL Application or its provider.

4.3. Integration with Non-NCL Applications. The Services may contain features designed to interoperate with Non-NCL Applications. To use such features, You may be required to obtain access to such Non-NCL Applications from their providers, and may be required to grant Us access to Your account(s) on such Non-NCL Applications. We cannot guarantee the continued availability of such Service features, and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-NCL Application ceases to make the Non-NCL Application available for interoperation with the corresponding Service features in a manner acceptable to Us.

## **5. FEES AND PAYMENT FOR PURCHASED SERVICES**

5.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on actual usage, as defined in Documentation, (ii) payment obligations are non-cancellable and fees paid are non-refundable, except for cancellations which are subject to the payment of cancellation charges as set out in Section 5.9 below, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Modes of Payment. We accept the following payment modes:

5.2.1 Cheque/Bank Draft

5.2.2 Interbank GIRO

5.2.3 Telegraphic Transfer

We do not accept Cash, Cheque, and save as stated above, all other cashless payments such as, but not limited to, EZ-Link and NETS.

5.3. Invoicing and Payment. You will provide Us with valid and updated credit/debit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit/debit card information to Us, You authorize Us to charge such credit/debit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, in accordance with the relevant Order Form. If the Order Form specifies that payment will be by a method other than a credit/debit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.4. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may

condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.3 (Invoicing and Payment).

5.5. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit/debit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. Other than for customers paying by credit/debit card or direct debit whose payment has been declined, We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 12.2 (Manner of Giving Notice) for billing notices, before suspending services to You.

5.6. Payment Disputes. We will not exercise Our rights under Section 5.4 (Overdue Charges) or 5.5 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.7. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.7, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5.8. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

5.9 Cancellation. Users will be charged for cancellations received by Us less than ninety (90) days prior to the commencement date of the requested usage period as follows:

- a. For cancellation of the reservation received by SoC at least ninety (90) days or more prior to the commencement date of the requested usage period, no charges will be incurred.
- b. For cancellation of the reservation received by SoC at least sixty (60) days but less than ninety (90) days prior to the commencement date of the requested usage period – 30% of the charges (based on the charges for the requested usage period) will be incurred.
- c. For cancellation of the reservation received by SoC at least thirty (30) days but less than sixty (60) days prior to the commencement date of the requested usage period – 60% of the charges (based on the charges for the requested usage period) will be incurred.
- d. Less than thirty(30) days prior to the commencement date of the requested usage period – full charge will be incurred and shall be payable by the User.

Partial cancellations may be permitted subject to review on a case by case basis. We may consider requests for partial cancellations at Our sole discretion.

## **6. PROPRIETARY RIGHTS AND LICENSES**

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors and Content providers reserve all of Our/their right, title and interest in and to the Services and Content (inclusive of reusable data objects such as network configuration and topologies), including all of Our/their related intellectual property rights. No rights are granted to You or Users hereunder other than as expressly set forth herein.

6.2. Access to and Use of Content. You and Users have the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3. License to Host Your Data and Applications. You grant Us, Our Affiliates and applicable contractors a worldwide, irrevocable perpetual license to host, copy, transmit and display Your Data, and any Non-NCL Applications and program code created by or for You using a Service or for use by You with the Services, as reasonably necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to any of Your Data, Non-NCL Application or such program code.

6.4. License to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our or Our Affiliates' Services.

## **7. CONFIDENTIALITY**

7.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the

Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors, legal counsel and accountants who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, employees, contractors, legal counsel and accountants without the other party's prior written consent. Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-NCL Application Provider to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

8.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2. Our Warranties. We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-NCL Applications" section above, We will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Your exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

8.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

EXCEPT AS OTHERWISE PROVIDED HEREIN, WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR NEEDS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIME OR BE FREE FROM SOFTWARE



ERRORS, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## **9. MUTUAL INDEMNIFICATION**

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that use of the Services as permitted hereunder infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You without Your consent such consent not to be unreasonably withheld and/or delayed or unless such settlement unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. The foregoing indemnity shall not apply if such infringement or misappropriation of any third party's intellectual property arises by reason of or as a result of: (i) Your or Your Users misuse of the Services; (ii) Your use of the Services together with non-NCL Applications or integration; or (iii) from non-compliance by You or the Users of the terms and conditions herein. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-NCL Application or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.

9.2. Indemnification by You. You shall indemnify, hold harmless and defend Us from and against any claims, demands, suits or proceedings made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us without Our consent such consent not to be unreasonably withheld and/or delayed or unless such settlement unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

## **10. LIMITATION OF LIABILITY**

10.1. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR TORT OR HOWSOEVER ARISING EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **11. TERM AND TERMINATION**

11.1 Term of Agreement. This Agreement commences on the date You first accept it (your registration for the Services shall constitute acceptance of the terms of this Agreement) and continues until all subscriptions hereunder have expired or have been terminated.

11.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will not automatically renew for additional periods, unless either party gives the other notice of renewal at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3. Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination for Cause), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 11.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your

obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Your Data Portability and Deletion. Upon request by You made within 5 working days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 5-day period, We will have no obligation to maintain or provide any Your Data, and as provided in the Documentation We shall be entitled thereafter to delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

11.6. Surviving Provisions. The sections titled “Fees and Payment for Purchased Services,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Your Data Portability and Deletion,” “Removal of Content and Non-NCL Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement.

## **12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION**

12.1. General. You are contracting with National University of Singapore, acting through its School of Computing’s National Cybersecurity R&D Lab, The law of Singapore will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and a court of Singapore will have jurisdiction over any such dispute or lawsuit.

12.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You.

12.3. Agreement to Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with, the laws of Singapore and the parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

12.4. No Agency. For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other company. Subject to any permitted Assignment under Section 13.4, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

## **13. GENERAL PROVISIONS**

13.1. Export Compliance. The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of Singapore and other jurisdictions.

13.2. Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement nor shall like acts have been done by any person employed by You or acting on Your behalf (whether with or without Your knowledge) nor shall You or any person employed by You or acting on Your behalf commit or be found to have committed any offence under Chapter IX of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or the Prevention of Corruption Act.. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department. We will be entitled to terminate the Agreement upon the occurrence of any such violation.

13.3 Entire Agreement and Order of Precedence. This Agreement, the Order Forms accepted by Us and the Documentation constitute the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

13.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assignees.

13.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.6. Third-Party Beneficiaries. The Contracts (Rights of Third Parties) Act (Cap. 53B) and any amendments thereto are expressly excluded from this

Agreement and the parties acknowledge that no right has been created or was intended to be impliedly or expressly conferred upon any third party.

13.7. Waiver. No failure on the part of a party hereto to exercise, and no delay in its exercise of, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise by a party of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege

13.8. Severability. If any provision of this Agreement is held by a court of Singapore to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.