

# **ACCESSREAL SERVICES TERMS AND CONDITIONS**

Effective As Of 1 June 2018

This AccessReal Service Terms and Conditions (“Agreement”) constitute a contract between i-Sprint Innovations Pte. Ltd. with offices at 750D Chai Chee Road, Unit #08-01 Viva Business Park, Singapore 469004 (“i-Sprint”), and you. i-Sprint wishes to provide and you wish to have the right to access pursuant to the terms of this Agreement, a subscription service. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services.

## **1. DEFINITIONS**

1.1 “Applicable Law” means the Data Protection Laws and any other applicable laws, rules and regulations.

1.2 “Company” means the company that has signed up for the Services and agreed to the terms of this Agreement.

1.3 “Company’s Customer Data” means any information or data about Company or Users (and its and their staff, companies or suppliers, as applicable) that is supplied to i-Sprint by or on behalf of Company or any User in connection with the Services, or which i-Sprint is required to access, generate, process, store or transmit pursuant to this Agreement, including (without limitation) information about Company’s and Users’ respective devices, computers and use of the Services. Company Data shall not be deemed to include any Performance Data.

1.4 “Customer Personal Data” means any Customer Data of the Company that is personal data (as defined under the applicable Data Protection Laws).

1.5 “Data Protection Laws” means all data protection and privacy laws, rules and regulations applicable to a party and binding on that party in the performance of its obligations under this Agreement, including, where applicable, EC Directive 2002/58/EC and Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

1.6 “Documentation” means guides, instructions, policies and reference materials provided to Company by i-Sprint in connection with the Services, including the

documentation located at <https://www.accessreal.com/docs>, which i-Sprint may amend from time to time.

1.7 “AccessReal Admin Panel” means the web portal currently accessible at <https://www.accessreal.com>, which allows Company’s internally appointed administrator(s) of the Services to, among other options, enroll and activate Users.

1.8 “AccessReal Mobile Software” means all i-Sprint proprietary mobile applications used in providing the Services, and any updates, fixes or patches developed from time to time.

1.9 “Fees” means the applicable fees as set forth on the Purchase Agreement between the Company and i-Sprint.

1.10 “Free Services” means those aspects of the Services that are free and do not require payment, such as beta features or functionality or, in the case of a free trial, the Services themselves. The fee will include the purchase of number of UAIDs (Uniqued Authenticated IDs), which is a serialized unique ID for each product items or a fixed ID for a batch of product items, to be used by Company to tag their products in the AccessReal Services.

1.11 “Multi-Factor Authentication” means the use of software or hardware security tokens purchased by Company under an Purchase Agreement to provide multi-factor authentication to strengthen the login process.

1.12 “Intellectual Property Rights” means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.

1.13 “Purchase Agreement(s)” means the invoice or other forms from i-Sprint for the initial order for the Service, and any subsequent invoice or other forms from i-Sprint (submitted in written form or online), specifying, among other things, the maximum number of Users, initial Term, purchase of any Hardware/Software Tokens, Fees, and such other charges and terms as agreed between the parties.

1.14 “Payment Schedule” means the schedule selected by Company for payment of Fees (on either an order webpage or an attached Purchase Agreement), which may be either monthly or annually or multi-year and invoiced in advance, with payment due within thirty (30) days of receipt of invoice.

1.15 “Performance Data” means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of Company or any User, including any performance, analytics or statistical data, that i-Sprint may collect from time to time.

1.16 “Service Level Agreement” or “SLA” means the description of the availability of the Services located at: <https://www.accessreal.com/legal/sla>.

1.17 “Services” means the products and services that are ordered by or made available to Company under a free trial, including, where applicable, the Software and services using only the AccessReal Mobile Software, and made available online by i-Sprint, including associated components, as described in the Documentation.

1.18 “Software” means (i) i-Sprint proprietary software (including the AccessReal Mobile Software), and (ii) open source software used by i-Sprint in providing the Services which integrates with Company’s network or application, including SSL or other VPN, Unix operating system, Microsoft application, or web application, as provided in the Documentation and any updates, fixes or patches developed from time to time.

1.19 “Term” means the subscription term indicated on the Purchase Agreement and any subsequent renewal terms.

1.20 “User” means any user of the Services whom Company may authorize to enroll to use the Services under the terms of this Agreement.

## 2. SERVICES FOR COMPANY; i-Sprint OBLIGATIONS

2.1 Subject to and conditioned on Company’s payment of Fees and full compliance with all other terms and conditions of this Agreement, i-Sprint grants Company and its Users a non-exclusive, non-sublicensable, non-transferable license to access and use the Services, along with such Documentation as i-Sprint may make available during the Term. i-Sprint AccessReal Services are provided for commercial use only, not for private use.

2.2 The Services and SLA are subject to modification from time to time at i-Sprint’s sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by i-Sprint and the Services continue to perform according to the

description of the Services specified in Section 2.3 in all material aspects. Company shall have the right to terminate the Agreement pursuant to Section 10.2 without any penalty if (i) a material modification to the Services or the SLA is made which materially diminishes the functionality of the Services or materially diminishes the SLA, (ii) i-Sprint has not obtained Company's consent for such modifications and (iii) i-Sprint does not provide a remedy in the cure period stated in Section 10.2.

2.3 i-Sprint will make the Services available and the Services will perform substantially in accordance with the description of the services found at <https://www.accessreal.com/legal/sla>. Notwithstanding the foregoing, i-Sprint reserves the right to suspend Company's (or any User's) access to the Services immediately (i) in the event that Company breaches Section 4 or Section 7 of this Agreement, or breaches any other provision of this Agreement and fails to correct that breach within the applicable cure period; or (ii) as it deems reasonably necessary to respond to any actual or potential security or availability concern that may affect companies or Users.

2.4 The SLA shall not apply with respect to Free Services and i-Sprint is not obligated to provide support with respect to any Free Services.

### 3. COMPANY RESPONSIBILITIES

3.1 Company may only use the Services in accordance with the Documentation and as explicitly set forth in this Agreement. Company will cooperate with i-Sprint in connection with the performance of this Agreement as may be necessary, which may include making available such personnel and information as may be reasonably required to provide the Services or support. Company is solely responsible for determining whether the Services are sufficient for its purposes, including but not limited to, whether the Services satisfy Company's legal and/or regulatory requirements.

3.2 Company shall not provide any infringing, offensive, fraudulent or illegal content in connection with the Services, and Company represents and warrants that any content it provides will not violate any Intellectual Property Rights of any third party. i-Sprint reserves the right, in its sole discretion, to delete or disable any content submitted by Company that may be infringing, offensive, fraudulent or illegal. To view i-Sprint's complete copyright dispute policy and learn how to report potentially infringing content, please contact i-Sprint for its latest copy of Copyright Dispute Policy.

3.3 Use of the Services may require Users of the Company to install AccessReal Mobile Software on their mobile devices, which use shall be subject to this Agreement.

Company's use of third party products or services that are not licensed to Company directly by i-Sprint ("Third Party Services") shall be governed solely by the terms and conditions applicable to such Third Party Services, as agreed to between Company and the third party. i-Sprint does not endorse or support, is not responsible for, and disclaims all liability with respect to Third Party Services, including without limitation, the privacy practices, data security processes or other policies related to Third Party Services. Company agrees to waive any claim against i-Sprint with respect to any Third Party Services.

3.4 Company acknowledges that the Services will require Users to share with i-Sprint certain information which may include personal information regarding Users (such as usernames, email address and/or phone number) solely for the purposes of providing and improving the Services. Prior to authorizing an individual to become a User, Company is fully responsible for obtaining the consent of that individual, in accordance with Applicable Law, to the use of his/her information by i-Sprint, which use is described in i-Sprint's Services Privacy Notice (please contact i-Sprint for its latest copy of Services Privacy Notice). Company represents and warrants that all such consents have been or will be obtained prior to authorizing any individual to become a User.

3.5 Company will be fully responsible for Users' compliance with this Agreement and any breach of this Agreement by a User shall be deemed to be a breach by Company. i-Sprint's relationship is with Company and not individual Users or third parties using the Services through Company, and Company will address all claims raised by its Users, and third parties using the Services through Company, directly with i-Sprint. Company must ensure that all third parties that utilize the Services through Company agree (a) to use the Services in full compliance with this Agreement, and (b) to the extent permitted by Applicable Law, to waive any and all claims directly against i-Sprint related to the Services.

#### 4. RESTRICTIONS

Company will not, and will not permit any Users nor any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, Software, or any data related to the Services (except to the extent such prohibition is contrary to Applicable Law that cannot be excluded by the agreement of the parties); modify, translate, or create derivative works based on the Services or Software; share, rent, lease, loan, resell, sublicense, distribute, use or otherwise transfer the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use, except as expressly provided in an applicable Purchase Agreement; or use the Services or

Software other than in accordance with this Agreement and in compliance with Applicable Law.

## 5. PAYMENT OF FEES

5.1 Company will pay i-Sprint the Fees plus all applicable sales, use and other purchase related taxes (or provide i-Sprint with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes) in accordance with the Payment Schedule and payment terms set forth on the Purchase Agreement. Company shall be responsible for all taxes related to the Services and this Agreement, exclusive of taxes on i-Sprint's income. Except as otherwise indicated in the applicable Purchase Agreement, all fees and expenses shall be in U.S. dollars. Unpaid and due Fees are subject to a finance charge of three percent (3.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees, except to the extent Applicable Law requires a different interest or finance charge calculation for unpaid and due Fees and expenses. In the case of any withholding requirements, Company will pay any required withholding itself and will not reduce the amount paid to i-Sprint on account thereof. i-Sprint will not charge Users any fees for their use of the Services or AccessReal Mobile Software without Company's authorization and the AccessReal Mobile Software can be downloaded by Users free of charge. Users' carriers or service providers may charge fees for data usage, messaging, phone calls or other services that are required for them to use the Services.

5.2 Company's Purchase Agreement will indicate an initial allotment of AccessReal UAIDs, if applicable. Company may purchase additional AccessReal UAIDs separately via the billing section of the AccessReal Admin Panel or by contacting a sales representative.

5.3 If a Company uses only Free Services, i-Sprint will not charge such Company any Fees for use of such Free Services or download, installation or use of the Software associated with Free Services. Such Company may discontinue using the Free Services at any time, but must immediately remove any Software from its devices.

5.4 At any time during the Term, and unless otherwise agreed to in writing by the parties, any increase or overage in the maximum number of Users and/or UAIDs will be specified in the Purchase Agreement.

i-Sprint shall invoice the Company for the increase in the maximum number of Users and/or UAIDs at the subscription rate and payment terms specified in the most recent

Purchase Agreement, prorated for the remainder of the then applicable subscription Term. For any future subscription Term, the number of Users, UAIDs and applicable Fees will reflect any Subscription Upgrades.

## 6. CONFIDENTIALITY

6.1 The term “Confidential Information” means any information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) in any form (written, oral, etc.) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation: trade secrets; technology and technical information (intellectual property, inventions, know-how ideas and methods); business, financial and company information (including Company Data and Company Personal Data); pricing, forecasts, strategies and product development plans; and/or the terms of this Agreement. Each party understands that the Disclosing Party has or may disclose Confidential Information in connection with this Agreement, but that Receiving Party shall receive no rights in, or licenses to, such Confidential Information.

6.2 The Receiving Party agrees: (i) not to disclose Confidential Information to any third person other than those of its employees, contractors, advisors, investors and potential acquirers (“Representatives”) with a need to have access thereto and who have entered into non-disclosure and non-use agreements applicable to the Disclosing Party’s Confidential Information, and (ii) to use such Confidential Information solely as reasonably required in connection with the Services and/or this Agreement. Each party agrees to be responsible for any breach of this Agreement caused by any of its Representatives. The Receiving Party further agrees to take the same security precautions to protect against unauthorized disclosure or unauthorized use of such Confidential Information of the Disclosing Party that the party takes with its own confidential or proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Each party acknowledges that the use of such precautions is not a guarantee against unauthorized disclosure or use. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information as required in response to a request under applicable open records laws or pursuant to any judicial or governmental order, provided

that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice to contest such disclosure. For the avoidance of doubt, Company acknowledges that i-Sprint utilizes the services of, and Company may request additional services from, certain third parties in connection with i-Sprint's provision of the Services (such as data hosting and printing service providers and Company's Third Party Services providers) and such third parties will have access to Company's Confidential Information, including Company Data in accordance with this Agreement. The parties agree that Performance Data is not Confidential Information and will not be subject to any confidentiality restrictions or obligations.

6.3 Each party agrees that, upon the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party, or provide written certification of the destruction of, all Confidential Information of the Disclosing Party, including all Confidential Information contained in internal documents, without retaining any copy, extract or summary of any part thereof. Notwithstanding the foregoing, a Receiving Party may retain copies of Confidential Information solely to the extent necessary for purposes of such party's ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained.

6.4 Company acknowledges that i-Sprint does not wish to receive any Confidential Information from Company that is not necessary for i-Sprint to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, i-Sprint may reasonably presume that any unrelated information received from Company is not confidential or Confidential Information, unless such information is marked as "Confidential."

## 7. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Except as expressly set forth herein, i-Sprint alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Company or any third party relating to the Services and/or the Software, which are hereby assigned to i-Sprint. Company will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. As between the parties, i-Sprint owns all Performance Data. This Agreement is not a sale and does not convey to Company any rights of ownership in or related to the Services or Software, or any Intellectual Property Rights.

## 8. DATA PROTECTION

8.1 In this Section 8, the terms “personal data,” “data processor,” “data subject,” “process and processing” and “data controller” shall be as defined in the applicable Data Protection Laws. For the purposes of the Data Protection Laws, as between Company and i-Sprint, the parties agree that Company shall at all times be the data controller and i-Sprint shall be the data processor with respect to the processing of Company Personal Data in connection with Company’s use of the Services. Solely if and to the extent i-Sprint is processing personal data, as defined in the General Data Protection Regulation (GDPR), according to the written instruction of Company, that is contained in Company Data on Company’s behalf, then the terms of the data processing agreement is subject to the Data Protection Addendum (DPA) which may be amended from time to time by i-Sprint. DPA shall apply to such processing and are incorporated into this Agreement. Please contact i-Sprint for a latest copy of the DPA.

8.2 Company may enable integrations between the Services and certain of its Third Party Services (each, an “Integration”). By enabling an Integration between the Services and its Third Party Services, Company is expressly instructing i-Sprint to share the Company Data necessary to facilitate the Integration. Company is responsible for providing any and all instructions to the Third Party Service provider about the use and protection of Company Data. i-Sprint and Third Party Service providers are not subprocessors of each other.

8.3 As the data controller of Company Personal Data, Company represents and warrants to i-Sprint that its provision of personal data to i-Sprint and instructions for processing such personal data in connection with the Services shall comply with all Data Protection Laws.

8.4 In accordance with applicable Data Protection Laws, i-Sprint shall take all commercially reasonable measures to protect the security and confidentiality of Company Personal Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties. i-Sprint will provide Company with its security policy, upon request, that sets forth the technical specifications and the detailed measures taken to protect the security and confidentiality of Company Personal Data.

8.5 Company may, upon at least thirty (30) days prior notice, and no more than once per 12 month period, appoint an independent third party auditor to physically inspect and audit, at Company’s sole cost and expense, any facilities owned or controlled by i-Sprint in which Company Personal Data is processed or stored, provided that such inspection: (i) shall occur on a mutually agreed upon date during i-Sprint’s regular business hours; (ii) does not interfere with any of i-Sprint’s business operations; and, (iii) does not, in i-Sprint’s reasonable discretion, create any risk to the confidentiality, integrity, or

availability of any data stored or processed by i-Sprint. Prior to any audit, Company, and any appointed auditor, must enter into a nondisclosure and confidentiality agreement as may be required by i-Sprint.

## 9. INDEMNIFICATION

For Companies enrolled in the AccessReal Services requiring purchase, i-Sprint shall indemnify Company against damages finally awarded by a court of competent jurisdiction from liability to third parties resulting from infringement by the Services of any patent or any copyright or misappropriation of any trade secret which is enforceable in Singapore, provided i-Sprint is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; i-Sprint will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by i-Sprint including, but not limited to, Free Software Components (as defined in Section 11.4), (ii) resulting in whole or in part from Company specifications, (iii) that are modified after delivery by i-Sprint, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Company continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Company's use of Services is not strictly in accordance with this Agreement and all related Documentation. If i-Sprint receives information about an actual or alleged infringement or misappropriation claim that would be subject to indemnification rights set forth in this Section 9, i-Sprint shall have the option, at its expense, to: (a) modify the Software to be non-infringing; or (b) obtain for Company a license to continue using the Software. If i-Sprint determines it is not commercially reasonable to perform either of the above options, then i-Sprint may at its option elect to terminate the license for the Services and refund the unearned portion of any pre-paid subscription Fees, prorated on a monthly basis and/or UAIDs consumed. THIS SECTION STATES COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT, MISAPPROPRIATION AND/OR CLAIMS ALLEGING INFRINGEMENT OR MISAPPROPRIATION. Company will indemnify i-Sprint from all damages, costs, settlements, attorneys' fees and expenses related to any claim related to Company's breach of Section 3 "Company Responsibilities," Section 4 "Restrictions," Section 7 "Intellectual Property Rights; Ownership" or Section 8 "Data Protection." i-Sprint's obligations under this Section 9 do not apply to Company's use of Free Services.

## 10. TERM; TERMINATION

10.1 Subject to earlier termination as expressly provided for in this Agreement, the initial Term of this Agreement shall be for the Term specified in the Purchase Agreement, or in the event of multiple Purchase Agreements, until the Term of all Purchase Agreements has expired. Each Purchase Agreement and this Agreement shall automatically renew after the initial Term and any renewal Term for a renewal Term equal to the expiring subscription Term, unless either party provides to the other at least sixty-day (60) days prior written notice that it will not renew. The Fees for each renewal Term will be agreed between the Company and i-Sprint.

10.2 In the event of any material breach of this Agreement by either party (other than Company's payment obligations), the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. If Company fails to pay any Fees or other amounts in the applicable Purchase Agreement in accordance with the Payment Schedule, i-Sprint may terminate this Agreement prior to the end of the Term by giving five (5) business days prior written notice to Company; provided, however, that this Agreement will not terminate if Company has paid all Fees and other amounts in the applicable Purchase Agreement prior to the expiration of such five business-day period.

10.3 Either party may terminate this Agreement, without notice, (i) upon the institution or if a petition is filed, notice is given, a resolution is passed or an order is made, in each case by or against the other party under Applicable Law relating to insolvency, administration, liquidation, receivership, bankruptcy or any other winding up proceedings, (ii) upon the other party's making an assignment for the benefit of creditors or making a voluntary arrangement with its creditors, (iii) upon the other party's dissolution or ceasing, or threatening to cease to do business or (iv) if any event occurs, or proceeding is instituted, with respect to the other party that has the equivalent or similar effect to any of the events mentioned in Section 10.3(i) through (iii).

Notwithstanding anything in this Agreement to the contrary, i-Sprint may, without penalty or liability and with or without notice, modify or discontinue its provision of Free Services at any time and to the extent Company is only using Free Services immediately terminate this Agreement.

10.4 The Sections of this Agreement which by their nature should survive termination or expiration of this Agreement, including but not limited to Sections 3 through 14, will survive termination or expiration of this Agreement. No refund of Fees shall be due in any amount on account of termination by i-Sprint pursuant to this Section 10. In the event of

termination by Company pursuant to this Section 10, Company shall be entitled as its sole and exclusive remedy, to receive a refund of any pre-paid subscription Fees paid by Company to i-Sprint for Services not rendered as of the termination date. When this Agreement expires or terminates, i-Sprint shall cease providing the Services to Company.

## 11. WARRANTIES AND DISCLAIMER OF ADDITIONAL WARRANTIES

11.1 For Companies enrolled in one of the editions of Services requiring purchase, i-Sprint represents and warrants that it will not knowingly include, in the Services released to Users and provided to Company hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as viruses, disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or User data. If, at any time, i-Sprint fails to comply with the warranty in this Section 11.1, Company may promptly notify i-Sprint in writing of any such noncompliance. i-Sprint will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Company with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable correction plan is not established during such period, Company may terminate this Agreement and receive a refund of any pre-paid but unearned subscription Fees, prorated on a monthly basis, as its sole and exclusive remedy for such noncompliance. This provision does not apply to Company's use of Free Services.

11.2 For Companies that have purchased Software / Hardware Tokens as part of the Services, i-Sprint warrants to Company only that Software / Hardware Tokens will be free of hidden defects in material and workmanship at the time of sale and for a period of six (6) months thereafter. This warranty is limited to replacement of defective Software / Hardware Tokens. This Software / Hardware Token warranty is Company's exclusive remedy for defective Hardware Tokens. This provision does not apply to Companies who use only Free Services.

11.3 EXCEPT AS EXPLICITLY PROVIDED IN THIS SECTION 11, THE SERVICES AND I-SPRINT CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. I-SPRINT HEREBY DISCLAIMS FOR ITSELF AND ITS SUPPLIERS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT.

11.4 Free software components notice: Software may be distributed with certain free software components ("Free Software Components") which are only subject to the license agreements attributable to such Free Software Components. Only those terms and conditions specified for each specific Free Software Component shall be applicable to such component. Each Free Software Component is the copyright of its respective copyright owner as indicated in the applicable license, copying, read me and/or help files for such Free Software Components. i-Sprint makes no representations or warranties with regard to any Free Software Components.

## 12. LIMITATION OF LIABILITY

12.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY OR THEIR SUPPLIERS BE LIABLE TO THE OTHER PARTY (OR ANY PERSON CLAIMING THROUGH SUCH PARTY) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, (I) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (II) LOST BUSINESS OR (III) LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

12.2 SUBJECT TO SECTION 12.1, WITH THE EXCEPTION OF (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) BREACH OF SECTION 4 "RESTRICTIONS," SECTION 5 "PAYMENT OF FEES," OR SECTION 7 "INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP" OR SECTION 13.1 "EXPORT," OR (V) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW, THE MAXIMUM LIABILITY OF EITHER PARTY OR THEIR SUPPLIERS FOR ALL CLAIMS UNDER AN APPLICABLE PURCHASE AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID OR TO BE PAID TO I-SPRINT UNDER SUCH ORDER FORM DURING THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT SUCH CLAIM IS FIRST ASSERTED. THE FOREGOING LIMITATION WILL

APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### 13. GOVERNMENT MATTERS

13.1 Export. Notwithstanding anything else in this Agreement, Company may not use, or provide to any person, entity or country or export or re-export or allow the export or re-export of, the Services or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority including without limitation, European Union and Singapore. Each party represents that it is not named on any U.S. government denied-party list. Company and Users shall not access or use the Services in a U.S. embargoed country.

13.2 Anti-Corruption. Company agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any i-Sprint employee or agent in connection with this Agreement. If Company learns of any violation of the above restriction, Company will promptly notify i-Sprint.

### 14. MISCELLANEOUS

14.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

14.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Company except with i-Sprint's prior written consent, which shall not be unreasonably withheld. i-Sprint may transfer and assign any of its rights and obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

14.3 No Third Party Beneficiaries. Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement. No entities other than i-Sprint and Company may terminate, rescind or agree to any modification, waiver or settlement with respect to this Agreement.

14.4 Entire Agreement; Amendment. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers,

amendments and modifications must be in writing signed by the party against whom the waiver, amendment or modification is to be enforced; however, there will be no force or effect given to any different or additional terms contained in any purchase order or other vendor form issued by Company, even if signed by i-Sprint after the date hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Company does not have any authority of any kind to bind i-Sprint in any respect whatsoever.

14.5 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. i-Sprint may provide notice using the information provided in the most recent Purchase Agreement and Company may provide notice using the contact information provided on <https://www.accessreal.com> (or its successor website as directed or amended by i-Sprint from time to time).

14.6 Force Majeure. Neither party shall be liable for any loss resulting from delay or failure to perform this Agreement (except for the payment of money owed), either in whole or in part, where any such delay or failure shall be due to an event outside the reasonable control of either party including, without limitation, industrial disputes, war declared or undeclared, fire, earthquake, flood, disturbance, natural disasters, epidemics, acts of God, power failure, network or Internet disruptions, cloud service or cloud infrastructure failure or interruption, any changes in applicable law, or any inability or delay in obtaining governmental or other approvals, consents, permits or licenses.

14.7 Governing Law; Arbitration. This Agreement will be governed by the laws of the REPUBLIC OF SINGAPORE without regard to its conflict of laws provisions. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by Singapore International Arbitration Center in Singapore. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

14.8 Venue; Prevailing Party. The court sitting in Singapore will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. Notwithstanding the foregoing, each party shall have the right to commence and prosecute any action for injunctive relief before any court of competent jurisdiction. In any arbitration, action or proceeding to enforce rights

under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

14.9 Publicity. Company agrees to participate in press announcements, case studies, trade shows, or other marketing reasonably requested by i-Sprint. During the Term and for thirty (30) days thereafter, Company grants i-Sprint the right, free of charge, to use Company's name and/or logo, worldwide, to identify Company as such on i-Sprint's website or other marketing or advertising materials.