

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF QLIKO SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR QLIKO SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

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.**

You may not access the Services if You are Qliko's direct competitor. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 3 May 2015. It is effective between You and Qliko as of the date of You accepting this Agreement.

2. DEFINITIONS

"**Affiliate**" means any entity which 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 voting interests of the subject entity.

"**Device**" means any mobile phone, tablets or computer where Qliko app is installed.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means Exhibit A and other ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Qliko from time to time. Order Forms shall be deemed incorporated herein by reference.

"**Purchased Services**" means Services that You or Your Affiliates purchase under an Order Form.

"**Qliko**" mean Qliko Pte Ltd, incorporated in Singapore with registered office is at 51 Goldhill Plaza, #15-07, Singapore 597707.

"**Services**" means the online, Web-based applications and platform provided by Qliko via a Qliko designated websites that are ordered by You under a free trial or in an Order Form.

"**User Guide**" means the user guide for the Services.

"**Users**" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Qliko at You request). Users must be employees of the You or its Affiliates.

"**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"**Your Data**" means all electronic data or information submitted by You to the Purchased Services.

2. FREE TRIAL

If You register on Qliko website for a free trial, one or more Services will be made available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s).

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. PURCHASED SERVICES

3.1. Provision of Purchased Services. Qliko shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agrees that You purchase hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Qliko regarding future functionality or features.

3.2. Subscriptions. Unless otherwise specified in the applicable Order Form,

- (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users and module,
- (ii) additional User subscriptions and modules may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and
- (iii) the added User subscriptions and module shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require use of the Services.

3.3 Usage Limits. Services are subject to usage limits, including, the quantities specified in Order Forms. Unless otherwise specified,

- (i) a quantity in an Order Form refers to Users and Devices and the Service may not be accessed by more than that number of Users and Devices;
- (ii) a User's password may not be shared with any other individual, and

- (iii) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service.

4. USE OF THE SERVICES

4.1 Qliko Responsibilities. Qliko shall:

- (i) provide to You email support for the Purchased Services at no additional charge;
- (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for:
 - (a) planned downtime, or
 - (b) any unavailability caused by circumstances beyond Qliko reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Qliko employees), or Internet service provider failures or delays, or denial of service attack.
- (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

4.2. Your Responsibilities. You shall

- (i) be responsible for Users' compliance with this Agreement,
- (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data,
- (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Qliko promptly of any such unauthorized access or use, and
- (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations.

4.3 Usage Restrictions. You shall not

- (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users,
- (ii) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering,
- (iii) use a Service 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,
- (iv) use a Service to store or transmit Malicious Code,
- (v) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein,
- (vi) attempt to gain unauthorized access to any Service or its related systems or networks,
- (vii) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit,

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form,

- (i) fees are quoted and payable in United State dollars
- (ii) fees are based on services purchased and not actual usage,
- (iii) payment obligations are non-cancelable and fees paid are non-refundable, and
- (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly

period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

5.2. Invoicing and Payment. You will provide Qliko with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Qliko. If You provide credit card information to Us, You authorize Qliko to charge such credit 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 (Term and Termination). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Qliko 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 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Qliko and notifying Qliko of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You 10 days after the due date, then at Qliko discretion, such 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, from the date such payment was due until the date paid.

5.4. Suspension of Service. If any amount owing by You under this or any other agreement for Qliko services is 30 or more days overdue, Qliko may, without limiting Qliko other rights and remedies, suspend services to You until such amounts are paid in full.

5.5. Taxes. Unless otherwise stated, Qliko fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If Qliko has the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provides Qliko with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Qliko is solely responsible for taxes assessable against it based on Qliko income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Qliko reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not

- (i) permit any third party to access the Services except as permitted herein or in an Order Form,
- (ii) create derivate works based on the Services,
- (iii) copy, frame or mirror any part or content of the Services,
- (iv) reverse engineer the Services, or
- (v) access the Services in order to
 - (a) build a competitive product or service, or
 - (b) copy any features, functions or graphics of the Services.

6.3. Ownership of Your Data. As between Qliko and You, You exclusively owns all rights, title and interest in and to all of Your Data.

6.4. Suggestions. Qliko shall have a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, " Confidential Information" means all confidential 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 shall include Your Data; Qliko Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, 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 (other than Your Data) shall 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. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party,

- (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and
- (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3. Protection of Your Data. Without limiting the above, Qliko shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Qliko shall not

- (i) modify Your Data,
- (ii) disclose Your Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by You, or
- (iii) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with Your support matters.

7.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. 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 such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Qliko Warranties. Qliko warrants that the Services shall perform materially in accordance with the User Guide, the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Mutual Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Qliko. Qliko shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable legal fees incurred by You in connection with any such Claim; provided, that You

- (i) promptly gives Qliko written notice of the Claim;
- (ii) gives Qliko sole control of the defense and settlement of the Claim (provided that Qliko may not settle any Claim unless the settlement unconditionally releases You of all liability); and
- (iii) provides to Qliko all reasonable assistance, at Qliko expense.

9.2. Indemnification by You. You shall defend Qliko against any Claim made or brought against Qliko by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Qliko for any damages finally awarded against, and for reasonable legal fees incurred by Qliko in connection with any such Claim; provided, that Qliko

- (i) promptly gives You written notice of the Claim;
- (ii) gives You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Qliko of all liability); and
- (iii) provides to You all reasonable assistance, at Qliko expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) 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.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE

INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 accepts it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

11.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional one year, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Qliko has given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Termination for Cause. A party may terminate this Agreement for cause:

- (i) upon 90 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. Upon any termination for cause by You, Qliko shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Qliko, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Qliko for the period prior to the effective date of termination.

11.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, Qliko will make available to You for download a file of Your Data in comma separated value (.csv) format. After such 30-day period, Qliko shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Qliko systems or otherwise in Qliko possession or under Qliko control.

11.6. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability),

11.5 (Return of Your Data), 12 (Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. NOTICES, GOVERNING LAW AND JURISDICTION

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon:

- (i) personal delivery,
- (ii) the second business day after mailing,
- (iii) the second business day after sending by confirmed facsimile, or
- (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

12.2. Agreement to Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Singapore. Each party hereto submits to the non-exclusive jurisdiction of the Singapore Courts.

13. GENERAL PROVISIONS

13.1. 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.

13.2. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.3. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.5. Legal Fees. You shall pay on demand all of Qliko reasonable legal fees and other costs incurred by Qliko to collect any fees or charges due Qliko under this Agreement following Your breach of Section 5.2 (Invoicing and Payment)

13.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

13.7. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or

inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

EXHIBIT A – ORDER FORM

1. Order Form

This Order Form is issued pursuant to the Master Subscription Agreement (“The Agreement”) between [Company Name] (“You”) and Qliko Pte Ltd (“Qliko”) dated [date].

2. Purchased Services

<u>Module/ Description</u>	<u>Subscription</u>		<u>Fees (SGD)</u>
	<u>Qty</u>	<u>Term</u>	
Modules	[] Users	[From] to [To]	[Amout]
[]			
	Total		[Amount]

IN WITNESS WHEREOF, the parties have each caused this Order to be executed by their duly authorized representatives.

Qliko Pte Ltd	[Company Name]
By	By
Name	Name
Title	Title
Date	Date