

OPERATOR AGREEMENT (TERMS & CONDITIONS)**1. INTRODUCTION**

- 1.1. Cube Value Sdn Bhd (Registration No. 201501039095 (1164413-X)) (“**Cube Value**” or “**Party**”) is a technology company which provides an end-to-end solution portal (“**Portal**”) together with Cube Value’s proprietary software - Bisync (“**Software**”) that Cube Value shall license to users, purchasers or operators (“**Operators**” and “**Operator**” shall be construed accordingly) to obtain goods and services provided by third party suppliers (“**Suppliers**” or “**Party**”) on the Portal.
- 1.2. The Registration page shall be part of the Agreement. Please read these Agreement carefully. By using the Portal and the Software, you represent that you are an adult of at least 18 years of age, capable of validly entering into agreements and performing your obligations hereunder, you also agree that you have read and understood the terms of this Agreement which are applicable to you, your access and use of the Portal and the Software. This Agreement constitute a legally binding contract between you, as an Operator, and Cube Value. If you do not agree to the terms of this Agreement, please do not use or continue using the Portal and the Software.
- 1.3. Cube Value reserves the right to amend these Terms & Conditions at any time. We reserve the right to notify you from time to time of changes to these Terms and Conditions in writing.

2. DEFINITIONS

- 2.1. “Agreement” means this operator agreement, including all schedules, exhibits and addenda.
- 2.2. “Consulting Services” means any professional end consulting services not otherwise explicitly defined or provided herein, including, without limitation, “gap” analyses, analyses of the Operator legacy product features and functionality, and consultation for feature enhancements and modifications.
- 2.3. “Operator” means the operator that is entering into this Agreement.
- 2.4. “Effective Date” means the agreed date on which this Agreement comes into effect, which is the date the Operator registers with Cube Value by entering into this Agreement.
- 2.5. “Error Corrections” refer to the software code designed to correct known, documentable, and reproducible defects in the Software.
- 2.6. “License Fees” means the fees payable by the Operator to Cube Value for the licensed rights to the Software.
- 2.7. “Cube Value” means Cube Value Sdn Bhd and, where applicable, its subsidiaries, divisions, and affiliates.
- 2.8. “Modifications” refers to standard maintenance releases directly relating to the Software, save for new modules, next generation products or releases, customized enhancements or developments.
- 2.9. “Personal Data” means any information which can be used to identify a person or from which a person is identifiable. This includes, without limitation, a person’s names, telephone numbers, bank account and credit card details, email addresses and government-issued identification numbers.

- 2.10. "SEL" means a software enhancement license, which entitles the Operator to receive Modifications to certain types of Software (as described in Schedule 3) during the period(s) when the Agreement is in force.
- 2.11. "Site(s)" means the locations at which the Operator is authorised to use or store the Software.
- 2.12. "Software" means Cube Value's proprietary software that Cube Value shall license to the Operator under this Agreement as listed in Schedule 1.
- 2.13. "Support Fees" means the fees payable by the Operator to Cube Value for the support of the Software and, if applicable, the Third Party Software.
- 2.14. "Support" refers to the services and / or programmes described in Section 5.3 of this Agreement.
- 2.15. "Taxes" means (i) any applicable local, state, or federal taxes (including, without limitation, the sales and services tax) however designated, levied or assessed; (ii) customs duties; and (iii) disbursements, save for applicable taxes levied on Cube Value's net income.
- 2.16. "Third Party Software" means any software that is not within the definition of Software that Cube Value shall supply to the Operator under this Agreement.
- 2.17. Other terms may be defined in other sections of this Agreement.

3. SOFTWARE LICENSE AND THE USE OF THE PORTAL

- 3.1. Grant of Software Licence. Cube Value grants to the Operator, and the Operator accepts, the non-transferable and non-exclusive license to use the Software at the Sites. The license granted hereunder includes the right for the Operator to make a reasonable number of archival copies of the Software as may be required for back-up and disaster recovery purposes. Any such copies must contain all of Cube Value's, or its suppliers', copyright or other proprietary rights notices as indicated on or in the Software. Nothing in this Agreement shall be deemed to obligate the Operator to use the Software. The initial use, the extent and the continuation of use of the Software by the Operator shall at all times be within and at the Operator's control and sole discretion. Notwithstanding the foregoing, the Operator's failure to use the Software while this Agreement is in force shall not relieve the Operator of any of its obligations hereunder, including, without limitation, payment obligations.
- 3.2. Restrictions on Use of the Software and the Portal, Information or Materials.
- 3.2.1. Operator must not loan, rent, lease, transfer, convey, assign or license the Software, or any copy thereof, to any other party, except with Cube Value's prior written consent.
- 3.2.2. The Operator must not sell or provide information received through the use of the Software and/or the Portal to third parties whether in the form of a service bureau, reservation centre, or other information processing entity.
- 3.2.3. The Operator must not reproduce, copy, give access to, distribute, sell, lease, sub-license, create derivative works from, decompile, or take any measures to interfere with or damage the Software and/or the Portal or any part thereof.

- 3.2.4. The Operator must not knowingly introduce viruses, trojans, worms or other harmful malware into the Software and/or the Portal.
 - 3.2.5. The Operator shall not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud Cube Value or to disrupt the natural functions of the Software and/or the Portal.
 - 3.2.6. The Operator must not attempt to gain unauthorised access to the Software and/or the Portal, content management system, database and/or server, or conduct any denial-of-service or distributed denial-of service attack.
 - 3.2.7. The Operator must not reverse engineer, decompile or disassemble the Software and/or the Portal or any part thereof without Cube Value's express written consent.
 - 3.2.8. The Operator must not commercially exploit any part of the Software and/or the Portal, modify the information or materials gathered through the Software and/or the Portal, print, copy, download, reproduce, publicly display, distribute or otherwise use or communicate any part of the information or materials from the Software and/or the Portal for any public or commercial purposes without first obtaining the written consent of Cube Value.
 - 3.2.9. In the event of a breach of this Section, the Operator's right to use the Software and/or the Portal shall cease immediately and the Operator must return and/or destroy all printed or digital copies of information or materials made through the use of the Software and/or the Portal. Cube Value shall disclose the Operator's identity and report such breach to the relevant law enforcement authorities.
- 3.3. **Inspection Rights.** To assist Cube Value in the protection of its proprietary rights with respect to the Software, Cube Value shall have the right to inspect the Software during the Operator's regular business hours at the Site(s) upon reasonable advance notice, once a year or at any time upon reasonable belief that there may have been a breach hereunder. Cube Value shall use reasonable efforts to minimize disruption to the Operator's business operations when exercising its rights under this Section.
- 3.4. **Third Party Software.** Third Party Software is supplied "as is", and without warranty of any kind whatsoever, except that Cube Value warrants that it has the right to supply it to the Operator hereunder. Cube Value does not provide Support for Third Party Software, unless expressly so indicated in Schedule 3.
- 3.5. **Limitations of Software and the Portal.** The Software and the Portal may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by the Operator being faulty, not connected, out of range, switched off or not functioning. Cube Value shall not be responsible for any delays, delivery failures, damages or losses resulting from such problems.
- 3.6. **Availability of Goods and / or Services.** The merchants enlisted in the Software may periodically change their goods and / or services available on the Software, and Cube Value does not undertake to ensure the supply or availability of any particular, or type of, goods and / or services.

4. ORDERS AND PAYMENTS

- 4.1. The Operator may purchase goods by placing and completing the order form on the Portal and shall be responsible for ensuring the accuracy of the order. All orders shall be subject to Supplier's acceptance in its sole discretion and each order accepted by the Supplier shall constitute a separate contract and shall be deemed to be irrevocable and unconditional upon transmission through the Portal. Cube Value shall be entitled (but not obliged) to process such orders without further consent from the Operator. Nevertheless, the Operator may request to cancel or amend the order which Cube Value shall endeavour (but not obliged) to give effect to on a commercially reasonable effort basis.
- 4.2. Any typographical clerical or other error or omission in any quotation, invoice or other document or information issued by Cube Value on its website shall be subject to correction without any liability on the part of Cube Value.
- 4.3. No concluded purchase order may be modified or cancelled by the Operator except with prior written consent from Cube Value and on terms that the Operator shall indemnify Cube Value in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Cube Value as a result of the modification or cancellation, as the case may be.
- 4.4. Where required, the Operator expressly authorizes Cube Value to collect payments for purchase orders on behalf of Suppliers. Any payment made through the Portal and/ or the Software is non-refundable and irrevocable.
- 4.5. If more than two (2) complaints from Suppliers regarding the Operator's purchase order(s) are received in three (3) consecutive months, Cube Value may disable the Operator's purchase order function for one (1) month.

5. SERVICES

- 5.1. Installation. Where applicable, Cube Value and the Operator shall establish mutually agreeable dates for installation of the Software. The Operator recognizes the importance of honouring the scheduled installation date and shall promptly notify Cube Value in writing (at least 30 days before the scheduled installation date) if the Operator is required to delay the scheduled installation date.
- 5.2. Training. Where applicable, Cube Value and the Operator shall establish mutually agreeable dates for training services provided by Cube Value. Cube Value shall supply a qualified instructor to provide training only to the Operator's employees for a designated number of hours. Subject to the foregoing obligation, Cube Value does not guarantee that, after the training, the trainees shall be able to use or operate the Software properly. Upon the Operator's request, Cube Value will provide additional training beyond the number of hours at Cube Value's then-prevailing rates for training. The Operator agrees that it may not use its trained employees to provide training to third parties without Cube Value's express written consent.
- 5.3. Support. Where applicable, Cube Value offers Support for the Software. The terms and conditions of such Support that the Operator has purchased are specified in Schedule 3. The Software and Support are each subject to additional conditions, as specified in the schedules. Support is not included in the License Fees for the Software and shall not be provided unless purchased and maintained in force.

5.4. Consulting Services. Consulting Services shall not be provided hereunder, unless upon the Operator's request and the execution of an addendum to this Agreement embodying any additional fees, terms and conditions.

6. FEES

6.1. General. In consideration of the Software licenses granted, and Services to be provided by Cube Value to the Operator under this Agreement, the Operator agrees to pay the fees set forth in Schedules 1 (Software and Subscription), 2 (Installation and Training), and 3 (Support), according to any payment schedules set forth therein. Unless otherwise expressly indicated, the stated fees exclude any Taxes, and, where applicable, shipping and handling charges, and Cube Value's invoices issued to the Operator shall reflect the inclusion of applicable Taxes, shipping and handling charges, and applications of the same. The Operator's efforts, whether or not successful, to obtain lease financing or other financing shall not relieve the Operator of any of its obligations hereunder, including, without limitation, the obligation to pay all amounts owing as and when due. Upon default by the Operator of any payment due hereunder, the Operator shall be charged and shall pay the interest of any unpaid balance due hereunder at the rate not less than 1.5% per month or the maximum rate permitted under applicable law. Any services rendered or products provided by Cube Value in addition to those specified in this Agreement shall be invoiced separately in accordance with Cube Value's standard pricing for such items, unless otherwise agreed in writing.

6.2. Subscription of Software License. Customer shall opt for, and agree in writing, either an annual or a monthly subscription of the Software license, details of which are respectively provided in Sections 6.2.1 and 6.2.2:

6.2.1. Option 1: Annual Subscription. Customer shall pay to Cube Value the initial subscription fee in the amount specified in Schedule 1 with respect to the Software licensed by Customer, which payment(s) shall become due and payable on the Effective Date. Customer shall subsequently pay to Cube Value the annual subscription fee in the amount specified in Schedule 1 by the first day of each subsequent year. In the event of early termination of this agreement, any payment made with respect to this subscription is not refundable.

6.2.2. Option 2: Monthly Subscription. Customer shall pay to Cube Value the initial subscription fee in the amount specified in Schedule 1 with respect to the Software licensed by Customer, which payment(s) shall become due and payable on the Effective Date. Customer shall subsequently pay to Cube Value the monthly subscription fee in the amount specified in Schedule 1 which shall be due and payable on the first day of every month. In the event of early termination of this agreement, any payment made with respect to this subscription is not refundable.

6.3. Support Fees. Where applicable, fees for the Support are due and payable in advance and immediately upon receipt of the invoice as set forth in Schedule 3. Cube Value shall have the right to increase 10%, or an amount equal to the CPI of the preceding 12-month period, of such fees on an annual basis and upon 3 months' notice to the Operator. The increase in fees shall take effect at the next renewal of the Support. Any discontinuation of use of the Software or any portion thereof by the Operator (other than a termination of the Software license), or withholding of Support by Cube Value as a result of the Operator's breach hereunder, shall not cause any reduction in the Support fees.

- 6.4. Expenses. Where applicable, the Operator agrees to reimburse Cube Value for all reasonable travel, accommodations and other reasonable expenses incurred by Cube Value's employees, subcontractors or agents in connection with the installation, training and Support services rendered pursuant to Sections 5.1, 5.2, 5.3 and 5.4, and the accompanying schedules. Cube Value's employees, subcontractors or agents shall try to obtain reasonable and available fares and shall not travel first class. Travel and other related expenses shall be invoiced when incurred by Cube Value, and the Operator shall make such payment within 30 days after the date of the invoice.
- 6.5. Down Payment. Where applicable, if any schedule specifies a down payment on the Software, then such payment is not refundable. Such payment reflects the reimbursement to Cube Value for the costs of services associated with Site evaluation, system presentation, programming documentation of the products, and / or order processing. The foregoing shall not be construed to limit the Operator's rights to seek damages from Cube Value based on any material breach of this Agreement on the part of Cube Value, subject to all terms and conditions of this Agreement.

7. PROPRIETARY RIGHTS

- 7.1. Title, Rights and Interests. Cube Value and its suppliers retain title, rights and interests in and to the Software provided hereunder, including any updates, enhancements and new versions thereof, and all related documentation and materials. Upon shipment of the Software, Cube Value continues to retain title, rights and interests in and to the Software, Cube Value's third party suppliers continue to retain title, rights and interests in and to the Third Party Software, and Cube Value extends to the Operator a license for all of the Software in accordance with the terms of this Agreement.
- 7.2. Intellectual Property Rights. All trademarks, logos, service marks, and business names in the Software are the sole property of Cube Value. Cube Value reserves all intellectual property rights (including those registered and not registered) to such works at all times. Cube Value reserves all other rights not expressly granted to the Operator hereunder. The Operator shall not remove any trademark, copyright, patent, or other proprietary rights notices that appear on the Software or any copies thereof. Where the Operator upload to the Software any content that is covered by intellectual property rights, the Operator grants Cube Value a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of the Operator's content; and undertake that the Operator has the right to grant us such license.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1. Cube Value to the Operator. Cube Value makes the following representations and warranties to the Operator:
- 8.1.1. Cube Value has the full right, power, and authority to enter into, and perform its obligations, this Agreement.
- 8.1.2. Cube Value's entry into this Agreement shall not result in a breach of or constitute a default under any agreement or instrument to which it is a party.
- 8.1.3. If the Software is supplied by a CD-ROM or other tangible medium, the physical media are warranted against defects in materials or workmanship for a period of 30 days from the date of delivery.

8.1.4. no advice or information, whether oral or written, howsoever obtained from Cube Value shall create any warranty not expressly stated in this Agreement. Cube Value makes no guarantees, warranties or representations about the accuracy, standard, quality, suitability, reliability, timing, durability, legality or any other aspect of the goods and / or services provided by the merchants enlisted on the Software, or the accreditation, registration or license of any merchants. Cube Value does not guarantee, warrant and represent that the goods and / or services provided by the merchants or merchants shall meet the Operator's requirements or expectations or the Software shall be free from viruses, defects or other harmful components.

8.2. By the Operator to Cube Value. The Operator makes the following representations and warranties to Cube Value:

8.2.1. The Operator has the full right, power and authority to enter into this Agreement, and the Operator's entry into and performance of its obligations under this Agreement shall not result in a breach of or constitute a default under any agreement or instrument to which it is a party.

8.2.2. The Operator shall comply with all applicable laws.

8.2.3. The Operator's use of the Software shall subject to Cube Value's privacy policy.

8.2.4. The Operator agrees to assist with any internal or external investigations as may be required by Cube Value in complying with any prevailing laws or regulations in place.

8.2.5. The Operator undertakes to provide accurate, current and complete information as required for the Software and undertake the responsibility to maintain and update the Operator's information in a timely manner to keep it accurate, current and complete at all times during the term of this Agreement. The Operator agrees that Cube Value may rely on the Operator's information as accurate, current and complete. The Operator acknowledges that if the Operator's information is untrue, inaccurate, not current or incomplete in any respect, Cube Value has the right to terminate the contract and the Operator's use of the Software at any time with or without notice.

8.2.6. The operator recognises that: (I) the software is capable of compiling certain personal data; (II) certain laws restrict or prohibit the compilation, analysis or transfer of certain personal data; and (III) it shall fully comply with all laws that restrict or prohibit the compilation, analysis or transfer of certain personal data.

8.2.7. The Operator is fully aware that (a) sensitive Personal Data may travel through third-party infrastructure which is not within the control of Cube Value; (b) Cube Value is not responsible for any Personal Data that the Operator discloses to third parties, the merchants via the Software; (c) Cube Value makes no guarantees, warranties or representations with respect to the security of such third-party infrastructure; and (d) Cube Value uses its best endeavours to implement technical measures to secure all Personal Data from accidental loss and from unauthorised access, use, alteration, or disclosure. Nevertheless, Cube Value does not guarantee that unauthorised third parties shall never be able to defeat those measures or hack into the Software.

- 8.3. Disclaimer of Warranties. The foregoing are the only warranties made as to the software, third party software, and services and are in lieu of all other warranties, express, implied, or statutory, including the warranties or merchantability, fitness for a particular purpose, accuracy, and use. Any indications of time contained in offers made by Cube Value or in schedules hereto shall be deemed estimated. Cube Value Does not warrant or guarantee that the software, third party software, or the support provided hereunder shall satisfy the operator's requirements, or that the operation of such shall be uninterrupted or error free. Except for express warranties stated in this agreement, if any, the software, third party software, and services provided hereunder are provided with all faults and the entire rest as to satisfactory quality, performance, accuracy, and effort is with the operator.
- 8.4. Viruses and Security. It is the Operator's responsibility to have and maintain in place a virus protection software and reasonable security for its systems and data, which shall include firewalls, passwords, physical security, and access control policies. If the Operator's systems have persistent connections to the Internet, or transmit credit card or gift card transactions over the Internet, or use Cube Value or third-party SSL to transmit credit card or gift card transactions, or otherwise have persistent connections to any network where there is potential for unauthorized access, the Operator acknowledges that the security and protection of the network, and the data and applications on that network, including protections against unauthorized access, are solely and entirely the Operator's responsibility. A properly configured firewall is required for each Site using a persistent connection to the public internet or any private internal network where there is potential for unauthorized access. The Operator acknowledges that, to be effective, system passwords must be changed periodically and routinely, and the virus protection software or other security software require periodic and routine updates, which the Operator must obtain from its supplier or manufacturer, as appropriate. Cube Value disclaims any warranty. Express or implied, that after the initial installation by Cube Value of the software, the software or the operator's data shall remain virus-free. Support or services hereunder necessitated by computer viruses due to the operator's failure to have in place or maintain the current virus protection, or any failure or breach of the operator's security of its systems or data, including without limitation, damage caused by persons lacking authorised access, are not covered under this agreement, and shall be supplied only upon the operator's request and on Cube Value's standard time-and-materials rates. The operator waives any claims hereunder against Cube Value to the extend arising from the foregoing.
- 8.5. Network or Third Party Software Requirements. The performance of the Software is conditioned upon the Operator providing, at its sole cost expense, the specified network, network configuration, other required Third Party Software in accordance with Cube Value's specifications. The Operator waives any claims, without limitation, including warranty claims against Cube Value to this Section, if the network, network configuration, or Third Party Software used in connection with the Software fails to perform.
- 8.6. Connectivity. The Operator shall install and maintain, at its expense, a modem or broadband connection complying with Cube Value's specifications, the Software package, and stable communication connection to facilitate Cube Value's provision of Support services. Cube Value disclaims any liability hereunder, and the Operator waives any claims hereunder, if and to the extent Cube Value is prevented or limited in providing Support to the Operator as a result of the Operator's failure to comply with its obligations described in this Section or if communication between Cube Value and the Operator is disrupted by a force majeure event.

9. INDEMNIFICATION

- 9.1. By Cube Value. Provided that the Operator is not in default of this Agreement, Cube Value agrees to indemnify, defend and hold the Operator harmless from any and all damages arising directly from the Software's actual infringement of a third party patent, patent application or copyright at the Sites. For clarity, this obligation does not extend to the Third Party Software. In such an event, Cube Value's sole obligation is to replace the infringing Software with (a) an alternate and non-infringing Software to which the functionality is substantially similar; or (b) a modified and non-infringing Software. If any claim is brought against the Operator with respect to which indemnity may be sought from Cube Value pursuant to this Section ("**Claim 1**"), the Operator must notify Cube Value in writing within 10 days of receipt of any documentation relating to the Claim 1, specifying the nature of the Claim 1 and the relief sought therein. The Operator shall cooperate with Cube Value in all reasonable respects in connection with the defence of the Claim 1. Except as otherwise provided herein, Cube Value may, upon giving written notice to the Operator, (a) undertake to conduct all proceedings or negotiations; (b) assume the defence thereof; and (c) if it so undertakes, it shall also undertake all other required steps or proceedings to settle or defend any such Claim 1, including the employment of counsel at Cube Value's expense. The Operator shall have the right, but not the obligation, to employ a separate counsel and participate in the Claim 1 thereof at its own expense. The foregoing states Cube Value's exclusive obligations in respect of the Claim 1 or any claims asserting infringement of intellectual property rights in connection with the items provided hereunder. Cube Value shall have no obligation to indemnify the Operator hereunder against any Claim 1 based on the following: (a) the items not supplied by Cube Value; (b) the items made in accordance with the Operator's specifications or requirements; (c) the items modified by a party other than Cube Value and without Cube Value's authorisation, to the extent the alleged infringement relates to such modifications; (d) the items supplied by Cube Value when combined with other items not supplied by Cube Value, where the alleged infringement relates to such combination and not to the item supplied by Cube Value; (e) the Operator continuing the alleged infringing activity after being informed of the same and offered reasonable alternatives that would have avoided the alleged infringement; (f) the Operator's use of the Software is not in accordance with the Agreement or the applicable Software documentation; (g) any Third Party Software; or (viii) any claims (in relation to patent law or other areas of law) arising out of or is connected with any infringement of inventions, technologies, or methods that are being used by third parties in an unlicensed and widespread manner as from the Effective Date of this Agreement.
- 9.2. By the Operator. The Operator shall indemnify, defend and hold harmless Cube Value and/or its subsidiaries, officers, directors, employees, representatives, subsidiaries, related parties, affiliates, suppliers, merchants, independent contractors, partners, advertisers and agents from and against any and all actions, causes of action, claims, other liabilities, damages, losses, expenses (including attorneys' fees and court costs), costs and debt ("**Claim 2**"), that arise, directly or indirectly, in connection with: (a) the Operator's negligent acts, omissions, intentional wrongdoing; (b) the Operator's violation of applicable laws, ordinances, regulations and rules; (c) the Operator's actual or alleged breach of Sections 3, 8, 10 or 13 of this Agreement; (d) any violation of third-party rights; or (e) infringement based on (i) the items made in accordance with the Operator's specifications; (ii) the items modified by the Operator without Cube Value's authorisation (to the extent the alleged infringement relates to such modification); (iii) the Operator continuing the alleged infringing activity after being notified or informed thereof and offered modifications or reasonable alternatives that would have avoided the alleged infringement; or (iv) the Operator's use of the Software is not in accordance with the Agreement or the applicable Software documentation. If a Claim 2 is brought against Cube Value, Cube Value shall notify the Operator in writing, specifying the nature of the Claim 2 and the

relief sought therein. The Operator shall thereupon (1) undertake to conduct all proceedings or negotiations in connection with the Claim 2; (2) assume the defence thereof; and (3) take all other required or appropriate steps or proceedings to settle or defend any such Claim 2. Cube Value shall have the right, but not the obligation to employ a separate counsel and participate in the Claim 2 at its own expense. The Operator agrees that the indemnification obligations described in this Section shall survive the termination of this Agreement and the Operator's use of the Software.

- 9.3. **Limitation of Liabilities.** Cube Value is not responsible for the acts and/or omissions of any merchants, and any liability in relation to such services shall be borne by the merchants. The merchants shall not represent to be agents, employees or staff of Cube Value and the solutions provided by the merchants shall not be deemed to be provided by Cube Value. Cube Value shall not be a party to disputes, or negotiations of disputes between the Operator and the merchants. The Operator expressly waive and release Cube Value from any and all liability, claims, causes of action, or damages arising from the Operator's use of the Software, or in any way related to the merchants enlisted in the Software. Cube Value does not warrant and represent that it assesses or monitors the suitability, legality, ability, movement or location of third party transportation providers, merchants, advertisers and/or sponsors and the Operator expressly waive and release Cube Value from any and all liability, claims or damages arising from or in any way related to any third party transportation providers, merchants, advertisers and/or sponsors. To the extent permitted by law, Cube Value excludes all liabilities for death, personal injury or misrepresentation. Cube Value shall not be liable to the Operator for any indirect, punitive, incidental, exemplary, special or consequential losses or damages, or for loss of business or profits, depletion of goodwill suffered by any third party arising out of this Agreement, whether based on contract, tort or any other legal theory, even if Cube Value has been advised of the possibility of such damages. Cube Value shall not be liable nor responsible for any loss or damage whatsoever caused to the Operator's computer equipment, computer programs, mobile operating system, computer software system, data or other proprietary material due to the use of the Software.

10. **CONFIDENTIALITY**

- 10.1. Each party agrees to retain in confidence any information and know-how received hereunder or that the other party has identified as being proprietary and/or confidential that, by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and shall make no use of such information and know-how except under the terms, during the existence, and in furtherance of the purposes and objects of this Agreement. Notwithstanding the above, either party may disclose confidential information as required by governmental or judicial order, provided it gives the other party prompt written notice before such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Additionally, the following items are deemed not confidential: information in the public domain other than by the act or omission of the receiving party; information previously received by the receiving party from the disclosing party on a non-confidential basis; information received from a third party who is not under a duty of confidentiality to the disclosing party ; and information developed independently by the receiving party without use of confidential information. The terms and conditions of this Agreement are deemed confidential information and subject to the protections of this Section; consequently, except in any proceeding to enforce the provisions of this Agreement or except as otherwise required by law, neither party shall publicise or disclose to any third party the existence or provisions of this Agreement or any of the fees, terms, or conditions herein, without the prior written consent of the other party. Neither party shall use the name or logo of the other in press or publicity releases, or advertising, regarding or related to this Agreement without securing the prior written approval of the other party, which approval shall not be withheld unreasonably. This provision shall survive termination of the Agreement.

11. TERM AND TERMINATION

- 11.1. Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the provisions of this Section.
- 11.2. Termination. Either party may terminate this Agreement in accordance with Sections 11.3 or 11.4, Section 11.5 shall then apply, and any payment made with respect to the then-current subscription is not refundable.
- 11.3. Termination by Cube Value.
- 11.3.1. Cube Value may terminate any license granted pursuant to this Agreement upon: (a) any failure by the Operator to pay invoices when due, where such failure is not cured within 10 days after giving notice to the Operator; (b) any material breach hereunder other than a payment-related breach, where such material breach is not cured within 30 days after giving notice to the Operator; (c) the transfer or attempted transfer of the Software or the Operator's rights hereunder to any party in violation of Section 13; or (d) if the Operator generally ceases to do business as conducted on the Effective Date (whether in connection with a bankruptcy, receivership, liquidation, dissolution or other similar proceeding, or otherwise).
- 11.3.2. If the Operator has purchased and is receiving Support hereunder, Cube Value may terminate or suspend Support without terminating any license granted hereunder in the event of (a) the Operator's failure to pay invoices with respect to Support Fees when due, where such failure is not cured within 10 days after giving notice to the Operator; or (b) the Operator's material breach of an obligation relating to Support, where such material breach is not cured within 30 days after giving notice to the Operator. Additionally, Cube Value may cancel Support (such cancellation shall be effective at the end of the then-current Support period) at any time provided that Cube Value first gives the Operator at least 30 days' of prior written notice.
- 11.4. Termination by the Operator.
- 11.4.1. In the event of non-payment of subscription fee by the Operator, this Agreement shall be automatically terminated.
- 11.4.2. The Operator may terminate this Agreement, including all licenses granted hereunder, upon any material breach hereunder by Cube Value, where such breach is not cured within 30 days after giving notice to Cube Value.
- 11.5. Effect of Termination or Breach of Agreement. Upon termination of this Agreement, Cube Value's licensing and other obligations hereunder shall cease. The Operator shall immediately cease using the Software, cause it to be promptly de-installed and removed from its systems, and shall return to Cube Value all copies thereof, including all related documentation. Cube Value shall thereupon have no further obligation to provide Support or other services to the Operator, including, where applicable, the provision of license reactivation codes. Each party thereafter shall have the right to seek damages or equitable relief, as appropriate, subject to the terms and conditions of this Agreement. Termination shall not affect the rights acquired or obligations incurred by the parties before the Effective Date of termination. The provisions in Sections 3.2, 8.3, 8.4, 9, 10 and 11.5 shall continue and survive termination, as shall any other provisions hereof intended by their express terms to have effect after termination of the Agreement. Upon termination, the Operator shall not be entitled to a refund of any monies previously paid hereunder (including, without limitation, prepaid Support Fees relating to the

period in which the termination became effective), provided that the foregoing shall not limit the Operator's right to seek damages against Cube Value in accordance with and subject to the terms and conditions of this Agreement. Unless otherwise indicated herein, none of Cube Value's rights and remedies is intended to be or shall be construed to be Cube Value's exclusive rights or remedies.

12. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 12.1. This Agreement shall be construed in accordance with and be governed by laws of Malaysia.
- 12.2. Where Parties are in disagreement regarding any matter, Parties will first try to find an amicable solution to the disagreement. If this fails, either Party may refer the matter to arbitration and Section 12.3 will apply.
- 12.3. Subject to Section 12.2, any claims arising between the Parties will be settled by arbitration, in English, in Kuala Lumpur, and in accordance with the rules of the Asian International Arbitration Centre ("**AIAC**"). The arbitral tribunal will consist of a sole arbitrator designated by the Chairman of the AIAC. Any award by the arbitration tribunal will be final and binding on the Parties. The arbitrator will award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by such Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.
- 12.4. Notwithstanding the foregoing, and for the avoidance of doubt, in the event either Party believes that it may suffer irreparable harm prior to the resolution of any conflict by following the arbitration procedures established herein, such Party may apply to a court of competent jurisdiction for a restraining order or other equitable relief in order to prevent or alleviate such harm pending the arbitration. The Parties agree that this Section shall not operate as a request that the court abstain from accepting jurisdiction or from granting appropriate orders which the court may deem necessary or appropriate to protect the interests of the Parties.
- 12.5. **Limitation of Damages.** Neither party shall be responsible to the other party or its affiliates for any consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental punitive, or economic damages (including those associated with improper, under-calculated or under-accrued taxes or government levies), whether arising from the operator's use (or inability to use) of the software, third party software, or support provided hereunder, or otherwise, even if the other party has been advised of the possibility of such damage. The foregoing does not apply to Cube Value's claims against the operator for uncured material breaches of section 3.2 or 6. In no event shall Cube Value be liable for any damages in excess of the software license fees paid hereunder. Cube Value shall not be responsible for any disclaims any liability associated with failure to process credit card transactions. Cube Value shall not ,by reason of the discontinuation or modification of the software or any other Cube Value's software or the termination or non-renewal of this agreement, be liable to the operator for compensation, reimbursement of damages on account of the loss of prospective profits, or on account of expenditures, investments or commitments made in connection with the establishment, development, or maintenance of the operator's business.

13. **ASSIGNMENT**

- 13.1. The Operator may not and is expressly prohibited from assigning or transferring this Agreement or its respective rights and obligations hereunder. The Operator shall not engage any third parties, other than Cube Value, to provide any implementation of services hereunder. In the event of any merger,

consolidation, stock purchase, stock sale or reorganization (“**the Event**”), the rights and benefits accorded hereunder shall not be assignable and shall not inure to any entity and location not affiliated with the Operator prior to the Event. Nothing hereunder shall prevent or restrict the Operator from changing its trading commercial name or its affiliation with a management company, provided the Operator gives Cube Value prompt written notice of any such change. Cube Value may make use of its subcontractors, dealers or distributors to perform any of its obligations under this Agreement, with or without notice to the Operator. Subcontractors engaged by Cube Value shall perform in accordance with the terms and conditions of this Agreement.

14. **FORCE MAJEURE**

14.1. Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any of its obligations hereunder to the extent and for the length of time that such failure is due in whole or in part to circumstances including but not limited to any communicable diseases, national emergency, strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of merchants, or any other reason beyond the reasonable control of the non-performing party and could not be avoided through the exercise of due care. Nothing in this Section shall excuse or limit the Operator’s obligation to pay invoices as and when the same are due.

15. **NOTICES**

15.1. Routine communications (e.g. invoices and routine inquiries) pertaining to this Agreement may be sent by mail to Cube Value at the address stated in Section 15.2 below, or to the Operator at the address stated in the Registration page, e-mail at the designated email used by the registered administrator of the Operator, fax, or other means agreed by the parties.

15.2. Notices and other formal requests, including without limitation notices pertaining to Sections 3.2, 11, 12 and 13 shall be deemed given on the date they are (a) sent by registered or certified first class mail, where postage are prepaid and return receipts are requested; (b) sent by express courier, where charges are prepaid, (c) received by, when delivered by hand to the attention of, the indicated contact person (in Cube Value’s case, below the signature block; in the Operator’s case, on the Registration page); and (d) sent by email, at the time such email is sent. Notwithstanding the foregoing, a copy of any notices to Cube Value pertaining to Section 12 must be sent by express courier, where charges are prepaid, or by registered or certified first class mail, where mail and return receipt are requested, or by hand delivery, to: Cube Value, Unit 5-05 Menara LGB, No.1 Jalan Wan Kadir, Taman Tun Dr Ismail, 60000 Kuala Lumpur, Malaysia.

15.3. Either party may change its notice address or designated contact person from time to time by sending a notice to the other party in accordance with this Section. Neither party shall have any responsibility or liability to the other based on notices not delivered as a result of the other party’s failure to keep current its notice address in accordance with this Section.

16. **MISCELLANEOUS**

16.1. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provision shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof. To be effective, a waiver must be in writing and signed by an authorized representative of the waiving party.

- 16.2. Headings. The Section headings used in this Agreement and the attached Schedules are intended for convenience only and shall not be deemed to supersede or modify any provisions.
- 16.3. Independent Contractors. The parties to this Agreement are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would impose liability upon one party with the right, power or authority (express or implied) to create any duty or obligation of the other party.
- 16.4. Language. The parties have agreed that this Agreement shall be written in the English language. Where local law requires that the Agreement be translated into another language, the parties agree that, to the maximum extent permitted by applicable law, the English version of the Agreement shall prevail, and the parties shall use all commercially reasonable efforts to assure that any required translation is accurate and faithful to the English version.

17. **ENTIRE AGREEMENT**

- 17.1. Cube Value's representatives may have made oral statements or provided sales literature or other pre-contract documentation with respect to the Software. None of such oral statements or written material constitutes or contains warranties. The Operator shall not rely upon any of them, and none are part of this Agreement. The Operator expressly represents to Cube Value that no officer, employee, representative, or agent of Cube Value has made or entered into any oral agreement, promise, or understanding that conflicts with or is in addition to any of the terms set forth in this Agreement. The terms of this agreement shall supersede any inconsistency of conflict between this agreement and the terms and conditions of any purchase order, receipt, or other transaction-related documents that the operator may issue in connection with this agreement. Cube Value rejects all terms and conditions of the operator's purchase order, receipt, or other transaction-related documents that would contradict, supplement, or be in addition to the terms hereof, and none of such terms shall be binding on Cube Value. Restrictive endorsements or other statements on checks shall not apply. Upon execution by both parties, this Agreement and its Schedules constitute the entire integrated agreement between the parties with respect to its subject matter, and shall merge all prior and contemporaneous communications and agreements relating to that subject matter. This Agreement may not be amended, supplemented or modified except by a written agreement or instrument signed by, or on behalf of, Cube Value and the Operator.

18. **SPECIAL CIRCUMSTANCES**

- 18.1. Sovereign Immunity. If the Operator is a government, an agency or entity of a government, and if the Operator is entitled to claim sovereign immunity under applicable law, then the following terms apply. The Operator expressly waives any sovereign immunity it has or may have as provided for and limited by this Agreement. This waiver is limited to the Operator's consent to suit and the remedies provided for herein, exclusively in the courts provided for herein, and this waiver extends only to Cube Value and its affiliates, officers, directors, employees, subsidiaries, related parties, suppliers, merchants, independent contractors, partners, advertisers and agents. By this agreement, the Operator does not waive, limit or modify its sovereign immunity from unconsented suit in any other court or by any person not specified in this Section. The Operator waives and disclaims any right it now has or may in the future have to commence an action against Cube Value in any court other than those specified in Section 12, and further waives and disclaims any claim that exhaustion of such proceedings would be a necessary pre-requisite to dispute resolution in accordance with this Section.