

## LICENSE AGREEMENT

### 1. Recital

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### 2. Definitions

"**Agreement**" refers to this agreement, including its Schedule, which governs the relationship between the Licensee and MIMOS for the License of the Software; "**License**" means the license for the scope of the rights granted to the Licensee by MIMOS in relation to the use of the Software; "**Licensee**" means the entity described as such in the Schedule; "**License Period**" refers to the period set out in the Schedule; "**Maintenance Fee**" refers to the fee to be charged by MIMOS to the Licensee for any maintenance services requested or purchased by the Licensee; "**Parties**" means collectively MIMOS and the Licensee (including successors) and "**Party**" means any one of us; "**Software**" means the software described in the Schedule and "**Schedule**" refers to the document attached to this Agreement.

### 3. License

During the License Period, and subject to all of the terms and conditions of this Agreement, MIMOS hereby grants to the Licensee a non-transferable, non-assignable, non-exclusive License (without right to sub-license) to use the Software for trial, development and prototyping purposes only. The Licensee shall not alter, modify, translate, reverse engineer, decompile or disassemble the Software or any accompanying documentation. Referring to Clause 19, The Licensee shall notify MIMOS if the Licensee is interested in using the Software for a purpose other than expressly stated in this Agreement.

### 4. License Period

The License is effective from the date of the delivery of the Software and shall remain in force as specified in the Schedule.

### 5. Intellectual Property Rights

Except for any existing software/product having intellectual property rights vested to its owner, all intellectual property in the Software is owned by MIMOS Berhad. MIMOS warrants and represents that it is authorised to license the Software to the Licensee upon the terms and condition of this Agreement.

### 6. Confidentiality

For the purposes of this Agreement, "Confidential Information" means any information whether prior to or hereinafter disclosed by a Party (the "disclosing Party") to

the other Party ("receiving Party") in the course of this Agreement involving technical, business, marketing, policy, know-how, planning, project-management and other information, data and/or solutions, in written, oral, digital, magnetic, photographic and/or other forms, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving Party or if orally given, is given in the circumstances of confidence. No Party shall publish or otherwise make public the contents of this Agreement and any Confidential Information made available to each other without the prior written consent of the other Party.

### 7. Maintenance

MIMOS has no obligations to provide the Licensee with any maintenance services (such as, but not limited to, technical support, maintenance, upgrades, modifications, or new releases) under this Agreement. The purchase of any maintenance services, if applicable, shall be upon request by the Licensee and subject to the Maintenance Fee which shall be payable by the Licensee. At the Licensee's request, MIMOS shall make available the Maintenance Fee rates.

### 8. Taxes, Stamp Duty, Government Charges

The Licensee agree to pay, whether directly or to MIMOS, all and any appropriate taxes, stamp duty and government charges levied in respect of this Agreement, if any.

### 9. Warranty

The Licensee warrants and represents that the Licensee has the necessary corporate authority to enter into, execute and perform its obligations under this Agreement. EXCEPT FOR THE WARRANTIES HEREIN CONTAINED, THE SOFTWARE AND/OR MAINTENANCE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. MIMOS DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. MIMOS DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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#### **12. Third Party Software**

The Software may operate or interface with software or other technology that is licensed to MIMOS from third parties ("**Third Party Licensors**"), which is not proprietary to MIMOS, but which MIMOS has the necessary rights to license to the Licensee ("**Third Party Software**"). The Licensee agrees that : (a) it will use such third party software in accordance with this Agreement; (b) no Third Party Licensors makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to the Licensee concerning such third party software or the Software itself; (c) no Third Party Licensors will have any obligation or liability to the Licensee as a result of this Agreement or the Licensee's use of such third party software; (d) such third party software may be licensed under license terms which grant the Licensee additional rights or contain additional restrictions in relation to such materials, beyond those set forth in this Agreement.

#### **13. Termination**

This arrangement may be terminated immediately by MIMOS if the Licensee breaches any term of this Agreement. Upon termination the Licensee will : (a) be liable for any and all costs related to such termination; (b) uninstall, delete or otherwise remove all copies of the Software that may have been installed on the Licensee's equipment; and (c) return forthwith all documentation and Software media supplied by MIMOS.

#### **14. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations, proposals, commitments, writing, oral statements and understanding of any nature with regards to the subject matter.

#### **15. Relationship of Parties**

Nothing in this Agreement shall create or be deemed to create a partnership, agency or joint venture between the Parties. Each Party is an independent contractor, contracting in its own right and for its own account and does not have the authority to act for or to bind the other Party in any respect whatsoever.

#### **16. Severability**

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable, the Parties agree to amend the said provision in such reasonable manner so as to achieve the original intention of the Parties without illegality, the offending provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

#### **17. Indulgence**

No indulgence, forbearance, delay or relaxation by any Party in enforcing any of the terms and conditions of this Agreement shall prejudice, affect or restrict any powers of that Party or shall any waiver by that Party of any breach hereof operate as a waiver in relation to any subsequent or continuing breach.

#### **18. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

#### **19. Notices**

Any notice or communication to be given under this Agreement shall be in writing and be in the English language and delivered to the mailing address or electronic address of the respective Parties as set out in this Agreement. Any of the Parties may from time to time change its notification address by giving the other Party prior written notice thereto. For MIMOS, notice is to be sent to [bitx@mimos.my](mailto:bitx@mimos.my). For Licensee, notice is to be sent according to the Licensee's details in the Schedule.

#### **20. Successors Bound**

This Agreement shall be binding upon each of the Parties and their respective successors in title and permitted assigns.