

## END USER LICENCE AGREEMENT

BY ACCESSING AND/OR USING, INS8.AI, OUR API-AS-A-SERVICE (“PRODUCT”) PROVIDED BY NCS PTE. LTD. (“NCS”), YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS END USER LICENSE AGREEMENT – WHETHER IN YOUR PERSONAL CAPACITY OR AS AN AUTHORISED AGENT ON BEHALF OF YOUR COMPANY, ENTITY OR ORGANISATION (“USER”).

### 1. DEFINITIONS

In this Agreement, the capitalised words below shall have the following meanings:

- a) **Agreement** means any Order Form read with the terms and conditions herein as may be amended, modified or supplemented from time to time by publishing the revisions on the website where such terms and conditions are hosted.
- b) **API** means the Application Programming Interface used to access the Cloud Services Automatic Hyperlocal Speech Recognition (AHSR), the Ins8.ai AHSR Virtual Appliance or the Containerised AHSR version of the Product.
- c) **Cloud Services AHSR** means the edition of the Product hosted and deployed within the Ins8.ai cloud to provide Transcripts from the audio files that are uploaded or streamed real-time by the User.
- d) **Confidential Information** includes any information of a technical, business or any other nature, whether written or in electronic form, including without limitation, trade secrets, know-how, and information relating to the technology (including the Product or any of its constituent parts), customers, business activities/plans, promotional and marketing activities, operations, projections, the provisions and existence of the Agreement and other business discussions and affairs(a) disclosed in connection with this Agreement; (b) accessed, collected or obtained by either Party in connection with this Agreement; (c) marked as “confidential”, “proprietary” or similar notation if provided in tangible form; and/or (d) may reasonably be regarded as Confidential Information or commercially sensitive.
- e) **Containerised AHSR** means the edition of the Product deployed within the User’s or Partner’s own security boundaries as a docker container to provide Transcripts from audio files that are uploaded or streamed real-time by the User.
- f) **Documentation** means any supporting guidelines, instructional, technical and/or specifications documentation provided in relation to the Product.
- g) **Duration** the subscription period purchased and paid for by the User as set out in the Order Form, which includes the Initial Subscription and any subsequent Renewal Period(s) as may be applicable.
- h) **Fees** means the fees payable to NCS for the User’s purchase of the use of the Product and/or any Services as invoiced pursuant to the Order Form(s). Unless otherwise stated in the Order Form, NCS reserves the right to update its fees at its sole discretion and without prior notice from time to time.

- i) **Force Majeure Event** means any event that is not within a party's reasonable control. For the purpose of this Agreement, such event shall include without limitation, strikes or other labour disputes, riots, civil disturbances, external utilities or telecommunications outages or failures, any revision in government regulation or statutory limitation, actions or inactions of suppliers, acts of God, war, fire, explosion, earthquake, flood, illnesses, pandemics, epidemics, crisis situations or other catastrophes.
  
- j) **Initial Subscription** means the committed subscription over an initial period as detailed in the Order Form that the User has first signed up for the use of the Product.
  
- k) **Ins8.ai AHSR Virtual Appliance** means the edition of the Product that is deployed within the User's own security boundaries as a virtual appliance to provide Transcripts from audio files.
  
- l) **Intellectual Property Rights** includes patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.
  
- m) **Integrated Product** means any end product which the Product has been incorporated into and/or interfaced with, via any technical means.
  
- n) **Minute(s)** means the number of minutes' worth of audio processed by the Product.
  
- o) **Order Form** means the order document issued by NCS containing the relevant commercial information and any additional terms specific to the User's purchase of the Product.
  
- p) **Partner** means any partner that the Integrated Product is provided to, whether by the User or otherwise, for such partner's and/or other end users' usage.
  
- q) **Process** shall have the same meaning as the definition accorded to it in the Personal Data Protection Act 2012.
  
- r) **Renewal Period** means the renewal period as extended by the User following the Initial Subscription or an earlier renewal period and confirmed by NCS in the Order Form.
  
- s) **Report** the information resource generated as a result of processing the User Data through the Product and made available to the User in or via the Product.

- t) **Services** means the customisation, implementation and/or other services (including Support Services) provided by NCS as described in the Order Form.
- u) **Support Services** means the services provided by NCS to the User in support and/or maintenance of the Product as described in the Order Form.
- v) **Transcripts** means the output of the Product after processing and transcribing the audio recording(s) that the User uploads or streams real-time.
- w) **Units** means the number of Minutes used by the User over the Duration.
- x) **User** means the customer as named in the Order Form and/or as defined in the introductory paragraph at the start of this Agreement.
- y) **User Data** data that is Processed by the Product based on User's uploading of audio files or real-time streaming.

## 2. PRODUCT

The Product may contain components which are licensed to the User by a third party ("Third Party Software"). The Third Party Software may include commercially licensed software by third parties ("Third Party Commercial Software") and/or open source software licenses ("Open Source Software"). The licence terms applicable to Third Party Commercial Software and Open Source Software ("Third Party Software Licence Terms") are hosted on the Product's website or may be provided upon request. Notwithstanding anything to the contrary in this Agreement, (a) the Third Party Software License Terms shall apply to the User for the applicable Third Party Software or the Open Source Software, in addition to the terms of this Agreement. To the extent of any inconsistency between the terms of this Agreement and the Third Party Software Licence Terms, the latter shall prevail with respect to such Third Party Software; and (b) NCS shall not be responsible in any way for any obligation relating to or in connection with the Third Party Software, which are provided on an 'as is' basis. User is hereby notified, deemed to have read and shall comply with the Third Party Software Licence Terms.

## 3. LICENSE GRANT, ACCESS AND USE

- 3.1 The Product is owned by NCS and where applicable, third party licensors of Third Party Software, and is protected by copyright and/or other Intellectual Property Rights.
- 3.2 Subject to the terms of this Agreement (including any restrictions set out in the relevant Order Form), NCS hereby grants User a non-exclusive, non-assignable, non-transferable, limited and revocable licence to use the Product for the User's following purposes over the Duration:
  - a) integrate the Product (where applicable) with other hardware, software, application and/or services to create an Integrated Product;
  - b) provide or license the Integrated Product to permitted Users. The User is considered to have sub-licensed the Product to such permitted User to use the Integrated Product. However, the permitted User shall not have the right to further sub-licence the use of the Product;
  - c) where necessary to facilitate Clauses 3.2a) and/or b) above:
    - i. install, make reasonable number of copies of (to facilitate the use of the Product as contemplated under the licence grant and/or to maintain as a back-up), use and access the Containerised AHSR and/or Virtual Appliance AHSR through the API; and/or
    - ii. allocate the Units purchased via this Agreement for the User, its Partner(s) and/or permitted User(s) to use the Product (only in object code form), provided that the User:
      - (1) obtains prior written consent of NCS to extend the usage of the Product

- (2) to such third parties as declared in writing prior to such use;
- (2) does not permit or facilitate any third party in any way to do any of the restrictions contained in Clause 6.1 below;
- (3) communicates the terms hereof in writing for acceptance and prior to any such use by a third party to ensure the full compliance of this Agreement;
- (4) ensures that any third party which the User permits the usage of the Product as permitted under this Agreement are bound by contractual obligations substantially similar to, and in any case no less onerous than the corresponding terms of this Agreement;
- (5) provides reasonable written proof of compliance of Clauses 3.2c)ii.(3) or (4) above at NCS' request; and
- (6) indemnify NCS for any claim, damages, liability and loss arising from any breach of the terms of this Agreement by its employees, directors, agents, Partner(s), permitted User(s) and/or any other third party, including any unauthorised user that obtained access and/or usage of the Product through the User.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 All Intellectual Property Rights in the Product (including any specifications, improvements, enhancement works, derivative works and modifications to it), any Services performed by NCS in relation to the Product, and any related Documentation shall be owned by and remain vested in NCS. The Intellectual Property Rights to any Third Party Software (where applicable) shall remain vested in the respective third party licensor. The User acquires no rights in or to the Intellectual Property Rights, except for a licence to use as expressly granted by this Agreement.
- 4.2 Where required, the User shall perform any act and execute any document that is necessary to perfect the title and interest of NCS to all Intellectual Property Rights in the Product and/or Services.
- 4.3 The User shall not infringe and shall prevent any infringement of NCS' Intellectual Property Rights in the Product. If there is any allegation, claim or action brought against the User alleging any infringement of Intellectual Property Rights in relation to the Product and/or Services provided by NCS, the User shall notify in writing NCS immediately. The User shall hand over to NCS the sole control of the defence of any such infringement claim and/or settlement negotiations, and provide its cooperation to NCS as may be reasonably required. This Clause 4.3 states the entire liability of NCS in relation to any Intellectual Property Rights infringement under this Agreement.

#### **5. FEES AND PAYMENT**

- 5.1 All Fees for the Product and/or Services are set out and payable in accordance with the payment terms set out in the Order Form between NCS and the User. Unless otherwise stated in the Order Form, the applicable currency shall be in United States Dollars (USD) and any conversion shall be based on the prevailing exchange rate as published by the Monetary Authority of Singapore as at the date of preparation of the invoice. The Fees exclude any applicable taxes, withholdings, duties, levies and fees which are to be borne by the User.
- 5.2 The Fees chargeable for the usage of the Product shall be calculated and invoiced based on the total Units as reflected and tracked by the Product. With regard to the Containerised AHSR and/or the Ins8.ai AHSR Virtual Appliance, the User shall promptly provide NCS with a monthly generated Report or any other information and access to additional records and/or systems which may be reasonably requested in order to verify the accuracy of such report and/or overall usage.
- 5.3 At the end of the Initial Subscription, the Duration of the licence to use the Product shall automatically renew for subsequent Renewal Period equivalent to the Initial Subscription unless otherwise stated in the Order Form or termination/cancellation notice has been received in accordance with Clauses 7.1 or 7.2 respectively below.
- 5.4 NCS reserves the right to increase its prices on an annual basis without reference or notice and

at its sole discretion, unless as otherwise stated in the Order Form.

- 5.5 Failure to make payment of the Fees within the payment term indicated in the Order Form and/or invoice may lead to suspension or termination in accordance with Clause 7 below, in addition to NCS' right to charge late interest fee on the overdue amount at 18% per annum or such other maximum interest rate permissible by applicable laws. Such interest will continue to accrue on a daily basis from the due date as stated in the invoice until receipt of payment in full.

## 6. USER'S OBLIGATIONS

- 6.1 Except as otherwise permitted under this Agreement and applicable laws, User shall not:
- a) copy, adapt, modify, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Product (as applicable) in any form, media or other means;
  - b) de-compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product;
  - c) access all or any part of the Product in order to build a product or service which competes with the Product;
  - d) licence or sell the Product independently of the Integrated Product;
  - e) use the Product to provide services to or otherwise for the benefit of third parties;
  - f) license, sell, sub-license, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit or otherwise make the Product available to any third party;
  - g) use the Product in a manner which violates any applicable laws;
  - h) perform or publish any benchmark or performance test run on the Product or any portion thereof, or use the Product or Report/results generated by the Product to benchmark with other competing products available in the market;
  - i) use or permit the continued usage of the Product in any way past the Duration;
  - j) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify, or provide access, permissions or rights which violate the technical restrictions of the Product; or
  - k) allow or facilitate the unauthorised access to and use of the Product. The User shall promptly notify NCS as soon as it becomes or is reasonably aware of any such unauthorised access or use of the Product.
- 6.2 User shall:
- a) maintain complete records of and in relation to the use of its Product (including the list and details of third parties that it permits usage of the Product in accordance with Clause 3.2 above);
  - b) provide NCS with:
    - (i) all necessary co-operation in relation to this Agreement; and
    - (ii) all necessary access to examine such information and records as may be reasonably required by NCS and/or its appointed auditor to evidence compliance of the terms of this Agreement. In the event any audit reveals that the User had exceeded its declared usage of the Units, the User shall pay such shortfall in Fees, any other liabilities as determined from the audit and associated audit charges in accordance with NCS' invoice;
  - c) carry out all User responsibilities set out in this Agreement (including making payment of the Fees) in a timely and efficient manner; and
  - d) where applicable, ensure that its network, equipment and/or systems comply with the relevant specifications provided by NCS.

## 7. SUSPENSION OR TERMINATION

- 7.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, NCS may at any time terminate this Agreement immediately by giving written notice to the User if:
- a) User fails to pay any amount due under this Agreement or the Order Form on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
  - b) NCS has reasonable suspicion of any alleged infringement or where User has infringed or violated its or any third party's Intellectual Property Rights in relation to the Product;

- c) User commits a material and remediable breach of any term of this Agreement and fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
  - d) User is in breach of any applicable laws; or
  - e) User makes a voluntary arrangement with its creditors or becomes subject to an administration order, is wound up or placed under judicial management by an order of court or passes a resolution for its winding up or liquidation, or ceases, or threaten to cease, to carry on business or becomes insolvent.
- 7.2 Either party may terminate this Agreement after the expiry of the Initial Subscription or any Renewal Period with at least one (1) month's prior written notice to the other party.
- 7.3 NCS may suspend its obligations under this Agreement with written notice to the User due to any Force Majeure Event that renders continued performance to be commercially impracticable, or for any scheduled or emergency downtime as notified to the User. If a Force Majeure Event occurs, neither party shall be in breach of this Agreement nor be liable for a delay or failure in the performance of the obligations hereunder (excluding the User's payment obligations) resulting from the Force Majeure Event, provided that written notice is given to the other party as soon as practicable from the onset of the Force Majeure Event. Where the Force Majeure Event continues to persist for a consecutive period of sixty (60) days, the non-affected party may terminate this Agreement with written notice to the affected party.
- 7.4 Termination shall not affect or prejudice the accrued rights of either party as at the termination date.
- 7.5 On termination of the Agreement for any reason:
- a) all licences and rights granted and Services (if any) under this Agreement shall immediately cease;
  - b) User shall pay any outstanding unpaid invoices and interest due to NCS. NCS shall invoice for the usage of any Product and Services supplied but have not invoiced for the same;
  - c) User shall as soon as reasonably practicable return, destroy or permanently erase (as directed in writing by the other party) all Documentation, information or data provided by NCS containing, reflecting, incorporating or based on Confidential Information belonging to NCS. If required by NCS, User shall provide written evidence confirming the destruction and non-retention of any copies of them except as required under applicable law;
  - d) User shall as soon as reasonably practicable return all of NCS' equipment and property (where applicable); and
  - e) NCS may immediately destroy or otherwise dispose of User Data (if any) in its possession.
- 7.6 Notwithstanding its obligations in this Clause 7, if User is required by any law, regulation, or government or regulatory body to retain any documents or materials containing NCS' Confidential Information, it shall notify NCS as soon as practicable in writing of such retention, giving details of the documents and/or materials that it must retain.
- 7.7 Clauses 1, 2, 3.1, 4 to 11 shall survive the expiration and/or any termination of this Agreement.

## **8. CONFIDENTIALITY**

- 8.1 The parties acknowledge that Confidential Information may be disclosed to the other party in the course of its dealings under this Agreement. Each party agrees that such Confidential Information shall be used only for the sole purpose of discussions concerning, and the exercising and/or performing of its rights and obligations in this Agreement (the "**Purpose**"). The receiving party shall not disclose such Confidential Information, except on a strictly need-to-know basis, to a third party, without the prior written approval of the disclosing party.

- 8.2 Confidential Information does not include any information that:
- a) is already in the public domain or becomes public known without any breach of the receiving party of the confidentiality provisions herein;
  - b) prior to disclosure hereunder, was already in a party's possession either without limitation on disclosure to others or subsequently becoming free of such limitation;
  - c) was, is or becomes available to a party from a third party having an independent right to disclose such information;
  - d) is proven to be independently developed without the use of the disclosing party's Confidential Information; or
  - e) information which is required to be disclosed by law, order of court, stock exchange, or by the rules or regulations of any relevant regulatory or governing body, provided that the receiving party, to the extent legally permissible, provides the disclosing party with written notice of such order prior to disclosure and where possible, within such time to allow the disclosing party a reasonable opportunity to oppose such disclosure before a court or agency of competent jurisdiction.
- 8.3 Any unauthorized disclosure of Confidential Information may cause irreparable damage to the disclosing party and monetary damages alone would not be a sufficient remedy for any breach of this Clause 8. The disclosing party shall be entitled, in addition to any other rights or remedies available to it at law or equity, to seek specific performance or injunctive relief.

## **9. WARRANTIES AND INDEMNITIES**

- 9.1 Each party represents and warrants that over the Duration of this Agreement:
- a) it has full power and authority to enter into the Agreement and perform its obligations therein;
  - b) it has obtained and shall maintain throughout the Duration of the Agreement, all licences, permits, authorisations and approvals required for it to perform its obligations under this Agreement; and
  - c) shall comply with all applicable laws and regulations relating to or in connection with the use of the Product.
- 9.2 User agrees to indemnify, defend and hold harmless NCS and/or the Third Party Software licensors (where applicable) from and against any and all costs, liabilities, damages, losses, expenses and any third party claims, including but not limited to legal and other professional fees in full, arising from or in connection with the User's, its Partner(s)' and/or permitted Users':
- a) breach of the terms of the Agreement, including the Third Party Software Licence Terms;
  - b) breach in any applicable laws in relation to this Agreement;
  - c) use, misapplication and/or misuse of the Product on a standalone basis or as part of an Integrated Product in any way;
  - d) act (including but without limitation, integration work) done in relation to the Product otherwise than by NCS;
  - e) infringement of any Intellectual Property Rights (whether NCS' or a third party's); and
  - f) act, omission or negligence causing death, personal injury or property damage.
- 9.3 THE PRODUCT AND SERVICES (INCLUDING ANY THIRD PARTY SOFTWARE AND OPEN SOURCE SOFTWARE USED IN RELATION TO) ARE PROVIDED 'AS IS' AND ALL WARRANTIES, CONDITIONS AND TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW. The User accepts that:
- a) NCS does not warrant that the User's use of the Product will be uninterrupted or error/bug-free, or that the Product, Documentation and/or the information obtained by the User through the Product will meet the User's requirements;
  - b) the Product and any information generated by it (taken individually or collectively) are not intended to be used as the basis for any business or operational decision, and NCS does not guarantee the accuracy and/or completeness of any information generated by the Product; and
  - c) NCS is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data (including any User Data) over communication networks and facilities, including the internet, and the User acknowledges that the

provision of Product may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

## **10. LIMITATION OF LIABILITY**

IN NO EVENT SHALL NCS AND/OR ITS THIRD PARTY SOFTWARE LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, GOODWILL, ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWSOEVER ARISING. EXCEPT OTHERWISE AS PROVIDED BY APPLICABLE LAW, IN NO EVENT WILL NCS' AGGREGATE LIABILITY, IN CONTRACT, TORT OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, AT ANY TIME EXCEED THE LOWER OF ONE HUNDRED THOUSAND SINGAPORE DOLLARS (SGD 100,000) AND THE LICENCE FEE PAID BY THE USER UNDER THIS AGREEMENT DURING THE TWELVE (12) CALENDAR MONTHS PRECEDING THE ACCRUAL OF THE RIGHT OF ACTION.

## **11. GENERAL**

- 11.1 The rights provided under this Agreement are granted to User only and shall not without NCS' prior written consent be granted to any other third party.
- 11.2 In the event of any conflict between the terms under this Agreement and the details in the Order Form, the latter shall prevail.
- 11.3 User shall not and shall not permit any third party to export the Product or any part thereof in violation of any applicable export laws, regulations or requirements of any government, authority or agency.
- 11.4 The Contracts (Rights of Third Parties) Act (Chapter 53B) shall not apply for the benefit of any party who is not a party to this Agreement and other than as expressly provided for in this Agreement.
- 11.5 Except as otherwise provided, any notice or other communication under this Agreement shall be in writing and sent by email to [contact@ins8.ai](mailto:contact@ins8.ai). Any notice sent by email shall be deemed to have been received by the recipient at 9.00am of the next business day after transmission; however this shall not apply to any service of proceedings or documents pertaining to any legal action.
- 11.6 The failure of by NCS to insist upon strict performance of any of the terms and conditions hereunder, or a waiver by NCS in the exercise of any of its remedies shall not constitute a subsequent waiver of such terms and conditions.
- 11.7 In the event that any provision in this Agreement or part of is found invalid or unenforceable by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 11.8 This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
- 11.9 This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior proposals, negotiations, communications and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. To the greatest extent permitted under law, the remedies provided in this Agreement shall be the sole and exclusive legal remedies of the Parties.
- 11.10 NCS reserves the right to modify any provisions of this Agreement and the modifications will be effective immediately upon publishing on the Product's website. User's continued and subsequent use of the Product and/or receipt of Services constitutes User's acceptance to the modifications. User is advised to review these terms from time to time.
- 11.11 The Parties are independent contractors and nothing herein contained shall be construed to constitute a partnership, agency or joint venture between the Parties hereto, and neither of the



parties shall be bound by any representation, act or omission of the other.

11.12 This Agreement is governed by the laws of Singapore without reference to its conflict of law provisions.

11.13 Dispute Resolution

a) If you have accepted this Agreement on behalf of a company incorporated or is based in Singapore, the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

b) If you have accepted this Agreement on behalf of a company which is incorporated in any country other than Singapore, all disputes arising in connection with this Agreement shall be settled by arbitration in Singapore in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this Clause 11.13b). The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator to be mutually appointed by the Parties, or in the absence of mutual agreement within fourteen (14) days from date of referral to SIAC, be appointed by the Chairman of SIAC, whose decision will be final and binding on the Parties.