

End User License Agreement

Version 2020-11-24

This End User License Agreement (EULA) is a binding legal agreement between ToolsPlus Sdn. Bhd., Malaysia (the “**Licensor**”), a provider of cloud-based and downloadable applications including related documentation and services (the “**Software**”) through the Atlassian Marketplace or Intercom App Store or any other means that interoperate with applicable products and services by Atlassian Pty Ltd (“**Atlassian**”) or Intercom Inc (“**Intercom**”), and you (either an individual or a single legal entity, the “**Licensee**”) whose details are provided to the Licensor when you order or receive the Software from the Licensor or a Reseller (the “**Purchase**”).

The Licensee agrees to be bound by the terms of this EULA by copying, downloading, installing, licensing, purchasing or otherwise using the Software. If the Licensee does not agree to the terms of this EULA, the Licensee may not copy, download, install or otherwise use the Software.

This EULA is a supplement to the Atlassian Marketplace Terms of Use (the “**Marketplace Terms of Use**”). In case of a conflict between this EULA and the Marketplace Terms of Use, this EULA shall prevail.

1 Grant of License

- 1.1 The Software is licensed, not sold, and no ownership right is conveyed to the Licensee, irrespective of the use of terms in this EULA.
- 1.2 This EULA grants the Licensee the rights according to the Licensee’s order through the Atlassian Marketplace, Intercom App Store or a Reseller and the respective specifications including, but not limited to, for example, the license, a maintenance or subscription period, the price, support and other services, and the number of authorized users (the “**Order**”).
- 1.3 The Licensor grants the Licensee a non-exclusive, non-sublicensable, non-transferable and worldwide license to use the Software limited to the scope of the Order. The Licensor reserves all rights not expressly granted to the Licensee in this EULA.

- 1.4 The rights under this EULA are non-exclusive, non-sublicensable and non-transferable. The Licensee may not convey, sell, or transfer the Software to any third party without the Licensor's prior express written consent.
- 1.5 The Licensee may not decompile, disassemble, modify or reverse engineer the Software in whole or in part, or create any derivative works from the Software without the Licensor's prior express written consent.
- 1.6 The Licensee is allowed to make necessary backup copies for the purpose of backup only and for no other purpose.
- 1.7 The Licensee is allowed to install the Software and make the Software available for use on systems controlled, leased or owned by the Licensee or a third-party provider as long as the Licensee remains fully responsible for any compliance with this EULA.
- 1.8 The Software will, if not otherwise agreed or offered, delivered only in electronic form.

2 Third-Party Software

- 2.1 The Licensee acknowledges that the Software may contain software licensed by the Licensor from third parties, including open-source software, and embedded in the Software, and that in addition to this EULA, additional obligations may apply in relation to any use of such third-party software by the Licensee. The Licensor shall not be liable for any third-party software.
- 2.2 The Software may depend on, require and use various third-party Application Programming Interface (APIs). The Licensor shall not be liable for any third-party APIs.

3 Payment Terms, Modifications and Termination

- 3.1 The Licensor may ask for upfront payments as a condition to grant any license to the Licensee. Any license shall only be granted to the Licensee if the Licensor has received full payment for the respective license.
- 3.2 The Licensor may modify this EULA at any time and at its sole discretion. If a modification is detrimental to the Licensee, the Licensor shall use reasonable efforts to notify any affected Licensee by sending e-mails to known e-mail addresses or by publishing a notification on the Licensor's website, on the Atlassian Marketplace or on the Intercom App Store. Continued use of the Software after such notification by the Licensee is considered as an agreement with the modified EULA.
- 3.3 The Licensor may terminate any license if the Licensor is in default with payments or if the Licensor cannot reasonably expect the Licensee to make due payments.

- 3.4 The license shall terminate automatically if the Licensor fails to comply with this EULA.

4 Limitation of Liability and Warranty

- 4.1 The Licensor will use reasonable efforts to provide solutions for any reported issues. The Licensor will provide maintenance and support services, unless such services cannot be reasonably expected, for the Software on the Licensee's request as set out in your Order and for the support period as indicated in your Order ("**Support Period**").
- 4.2 The Software is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind of nature, including, but not limited to, any warranties of fitness for a specific purpose, or performance.
- 4.3 The Licensor shall not be liable to the Licensee or any other person for any consequential, direct, incidental, indirect or special damages of any kind due and in relation to the Software.

5 Indemnification

- 5.1 If the Software becomes, or in the opinion of the Licensor may become, the subject of a claim of infringement of any third party right, the Licensor may, at its option and in its discretion: (i) procure for Licensee the right to use the Software free of any liability; (ii) replace or modify the Software to make it non-infringing, or (iii) refund any license fees paid by the Licensee for the current Support Period for that Software.
- 5.2 Licensee agrees to indemnify and hold the Licensor, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claims by third parties, and any related damages, losses, or costs (including reasonable attorney fees and costs), arising out of Licensee's use of the Software, or Licensee's violation of the EULA or any rights of a third party.

6 Miscellaneous

- 6.1 The Licensee grants the Licensor the right to use the Licensee's company name/name and logo and any review provided or published in relation to the Software within promotional material, on the Licensor's social media channels and on the Licensor's website. The Licensee can revoke this right for future usage at any time by submitting a respective request to the Licensor.
- 6.2 If any provision of this EULA should be held to be unenforceable for any reason, such provision shall be amended only to the extent necessary to make it

enforceable and the remaining provisions of this EULA shall remain in full force and effect.

7 Choice of Law and Venue

- 7.1 This EULA shall be governed exclusively by Malaysian law. The terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply to this EULA.
- 7.2 The exclusive venue for both parties shall be the registered office of the Licensor.