



## **iWV SOFTWARE LICENSING SERVICES TERMS AND CONDITIONS**

**This document forms an integral part of the “Master Agreement” signed between ICONZ-Webvisions (hereinafter known as iWV) and all reference to “Master Agreement” refers to the same Master Agreement.**

### **Software Licensing Services**

iWV provides software as part of the services offered and subscribed by CUSTOMER.

### **Software Licensing Services Terms of Service**

Any Software licence(s) in association of the services provided by iWV is on rental or subscription use basis and not owned by the CUSTOMER.

iWV reserves the right to audit server(s) or computing environment as needed for software licensing compliance purpose. CUSTOMER is responsible for the use of software licence(s) provided and report true and accurate nature of the usage.

All software provided by iWV for CUSTOMER usage is subjected to the terms of the Master Agreement, including software that we may authorize CUSTOMER to install on devices not owned by iWV or outside iWV datacenter.

CUSTOMER may not use any software provided by iWV after the expiration or termination of the Master Agreement, or the particular service for which it was provided.

CUSTOMER may not copy the software unless expressly permitted by the Master Agreement. CUSTOMER may not remove, modify or obscure the copyright, trademark or other proprietary rights notices that appear on any software provided to CUSTOMER.

Unless permitted by the terms of open source software license, CUSTOMER may not reverse engineer, decompile or disassemble any software iWV provided for CUSTOMER's use. In the event that iWV distribute any open source software to CUSTOMER as part of services provided, then open source software is subject to the terms of applicable open source licence. There are no warranties provided with respect to any open source software and all implied warranties are disclaimed.

For any use of non-iWV provided software on platform, device or hardware owned by iWV, CUSTOMER warrant to iWV that CUSTOMER has the legal right to use the software in that manner. On iWV's request, CUSTOMER will certify in writing that CUSTOMER is in compliance with the requirements of this clause and any other part software licensing requirements that are part of the Master Agreement and will provide evidence of compliance as iWV may reasonably request. If CUSTOMER fails to provide the required evidence of licensing, iWV may, at its option:

- a. Charge CUSTOMER standard fee for the use of the software in reliance on iWV's licensing agreement with the vendor until such time as the required evidence is provided; or
- b. Suspend or terminate the Master Agreement

CUSTOMER's use of any Microsoft software is governed by additional terms and conditions regarding use of Microsoft Software provided below.



## Microsoft Software Terms and Conditions (Microsoft Software T&C)

### 1) Definitions

**“Client Software”** means software that is installed on an End User’s device that allows the device to access or use the Software Products.

**“Customer”** means an individual or legal entity that obtains the Microsoft Software Licensing Service from iWV.

**“Device”** means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” server or other electronic device.

**“End User”** means an individual or legal entity that obtains Software Services directly from iWV.

**“Redistribution Software”** means software that may be installed on an End User’s device that may be used, reproduced and/or redistributed by an End User without separate payment. Examples of Redistribution Software are sample, redistributable, and/or software development (SDK) software code and tools. Redistribution Software is a Software Product.

**“Service Agreement”** means the contract or service addendum between iWV and the Customer under which iWV provides the Microsoft Software Licensing Service to such Customer.

**“Software Services”** means services that iWV provides to Customer that make available, display, run, access, or otherwise interact, directly or indirectly, with the Software Products. Software Services are provided from data center(s) through the Internet, a telephone network or a private network, on a rental, subscription or services basis. Software services exclude any services involving installation of a Product directly on any End User device to permit an End User to interact with the Software Product.

**“Software Products”** means the Microsoft software products.

### 2) Use of Software Products

By subscribing to the Microsoft Software Licensing Service offered by iWV, the CUSTOMER agrees to be subject to the following terms and conditions:

#### a. Use and Ownership

Subject to these Terms and Conditions (including but not limited to paragraphs (b) through (d) below), Microsoft grants CUSTOMER a non-perpetual, non-transferable, terminable and limited right during the term to install, access, display, run, distribute, make available or otherwise interact with the Software Products in order to provide Software Services under the Microsoft Software Licensing Service offered by iWV. The right to use the Software Products will automatically terminate upon expiration or termination of the Service Agreement. Microsoft reserves all rights not expressly granted.

#### b. Restriction on Use

The CUSTOMER

- i. may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Software Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Software Products, except expressly permitted by this Microsoft Software T&C
- ii. may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Software Products

- iii. may not reverse engineer, decompile, or disassemble the Software Products
  - iv. must disclaim, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies, whether direct, indirect, or consequential, arising from the Software Services
  - v. must agree to protect Microsoft's intellectual property rights. The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. CUSTOMER's possession, access, or use of the Software Products does not transfer any ownership of the Software Products or any intellectual property rights to CUSTOMER
  - vi. must agree to allow iWV to disclose information of the CUSTOMER to Microsoft when required. Microsoft will be an intended third party beneficiary of this Microsoft Software T&C, with the right to enforce provisions of this Microsoft Software T&C and to verify the compliance of the CUSTOMER
  - vii. must agree to not using the Software Services in any application or situation where the Software Services' failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. The Software Products are not fault tolerant and are not guaranteed to be error free or to operate uninterrupted. The CUSTOMER agrees to indemnify and hold harmless Microsoft from any third-party claim arising out of the use of the Software Products in connection with any High Risk Use
  - viii. must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting>
  - ix. may use the Client Software installed on CUSTOMER's Devices only in accordance the terms under this Microsoft Software T&C, and only in connection with the Software Services. The terms of this Microsoft Software T&C permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Client Software
  - x. must agree that you will be legally responsible directly to Microsoft for any breach of these terms and conditions of this Microsoft Software T&C
- c. Applicability of License Terms Contained in End-User License Agreement  
The terms of this Microsoft Software T&C permanently and irrevocably supersede the terms of any Microsoft End User License Agreement ("EULA") that may accompany a Software Product
- d. Colocation and Customer Facility Installations  
If it is necessary for iWV to provide and install servers or devices on the CUSTOMER's premises ("Customer Facility") in order to provide software licensing services to such CUSTOMER, iWV or CUSTOMER may install or cause to be installed the Software Services on such servers or devices located at a Customer Facility
- i. Identification of servers and Software Services  
Upon Microsoft or iWV's written request, the CUSTOMER will promptly identify the number of servers or devices located at each Customer Facility and the Software Products installed on such servers or devices

ii. Scope of Use: Restrictions

The CUSTOMER is responsible for all of obligations under this Microsoft Software T&C regardless of the physical location of the devices containing the Software Services. This section 2(d) does not authorize the CUSTOMER to distribute any Software Services to any other third party. The CUSTOMER will be legally responsible to Microsoft for any unauthorized Installation, use, copying, access or distribution of the Software Services by any such entities

e. Compliance and Right for Inspection

If Microsoft believes in good faith that the CUSTOMER is not complying with Microsoft Licensing, the CUSTOMER must cooperate in good faith with Microsoft or iWV to investigate and remedy the non-compliance.

In an effort to verify compliance with this agreement, Microsoft or iWV may conduct a reasonable inspection of all servers or devices that contain the Software Services. The inspection will be conducted during regular business hours, and in such a manner as not to interfere unreasonably with the operations of the CUSTOMER.

f. Copies of Software Products

The CUSTOMER agrees that, within thirty (30) days of the date of termination of the Service Agreement, all copies of Software Services from all devices be removed (and destroyed).

The CUSTOMER also agrees to:

- i. remove all copies of Client Software and/or Redistribution Software from the CUSTOMER's devices or otherwise render the Products permanently unusable; and
- ii. return or destroy all copies of Client Software and Redistribution Software that it received.

3) CUSTOMER's own Microsoft Software Licenses

The CUSTOMER must inform, seek consultation and obtain permission from iWV of any intent or action to put in any Microsoft Software Products, other than obtained through Software Services, onto iWV's shared infrastructure hardware, shared equipment or devices. If the CUSTOMER wish to bring in their Microsoft Software Products licensed through Microsoft Volume Licensing onto iWV shared infrastructure hardware, shared equipment or devices, the CUSTOMER must to do it legally through "License Mobility through Software Assurance" requirement by Microsoft, with iWV as Microsoft authorized mobility partner. For additional information, see <https://www.microsoft.com/en-sg/Licensing/licensing-programs/software-assurance-license-mobility.aspx>. The CUSTOMER will be responsible to Microsoft for any unauthorised installation, use, copying, access or distribution of Microsoft Software Product.

4) Any product support for the Software Products is not provided by Microsoft or its affiliates or subsidiaries.