

VERSION DATE: 13 JANUARY 2023

DATABASE LICENSING GENERAL TERMS AND CONDITIONS

The Services provided by ADA shall be governed by these **ADA DATABASE GENERAL TERMS AND CONDITIONS** ("GTC") and the applicable **ADA DATABASE LICENSING ORDER FORM**, together with its corresponding schedule(s) (if any) ("**Order Form**").

Client and ADA are referred to herein individually as a "**Party**", and collectively, as the "**Parties**".

Parties agree that each Order Form (and its corresponding schedule(s) (if any)) together with this GTC (including the Annexure) form the entire agreement between the Client (as described in the Order Form) and the ADA entity designated in the Order Form ("**ADA**") and shall be collectively referred to herein as the "**Agreement**".

1. DEFINITIONS

1.1 Capitalised terms set out in the Order Form shall bear the same meaning while used throughout this Agreement.

1.2 For the purposes of this Agreement, the following terms shall bear the meanings ascribed below:

"**ADA Dashboard**" means the visual display of the Database, for the Client's use in accordance with this Agreement.

"**Affiliate**" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"**Confidential Information**" of a Disclosing Party means any confidential technical data, trade secret, know-how, or other confidential information disclosed by the Disclosing Party to the Receiving Party in writing, orally, by drawing or other form. Confidential Information includes, but is not limited to, the consideration, payment terms, fees and other financial aspects of this Agreement, the terms of any ADA agreement with any advertiser, vendor or other third party and the Disclosing Party's processes and methods for compiling and assembling data, or information relating to the Client's account.

"**Database**" means the information or attributes set out in the Order Form, made available to the Client in accordance with this Agreement.

"**Disclosing Party**" means the Party disclosing its Confidential Information.

"**IPRs**" means trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, moral rights, rights in confidential information and know-how, content assets and any associated or similar rights anywhere in the world, which a person now or in the future own or (to the extent of its interest) in which it now or in the future has an interest) in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same.

"**Receiving Party**" means the Party receiving the Disclosing Party's Confidential Information.

"**Services**" means the ADA Dashboard, Database and/or the Report subscribed by the Client, as more particularly set out in the Order Form.

"**Term**" means collectively, the Trial Period (if any) and the Term, set out in the Order Form.

"**Trial Service**" means any Services provided during the Trial Period, or any part thereof.

2. TERM, SUSPENSION AND TERMINATION

2.1 Notwithstanding the date of this Agreement, this Agreement shall enter into force on the Start Date specified in the Order Form and shall continue throughout the Term.

2.2 Unless specified in the Order Form or otherwise agreed by the Parties in writing, this Order Form will not automatically renew or be extended upon the End Date. Where the Term is extended, any reference to "Term" in this Agreement shall mean the Term as extended by the Parties, where the context permits.

2.3 Where there is a Trial Period for the Services as set out in the Order Form, ADA will make available the Trial Services to the Client on a trial basis, until earlier of:

- (a) the expiry of the Trial Period; or
- (b) the Start Date specified in the Order Form.

2.4 ADA may suspend, and/or terminate Client's access to the Services without liability to the Client or any third party, by written notice to the Client at any time:

- (a) if Client has committed a material breach of this Agreement (including any failure to pay an invoice by the due date), or ADA reasonably suspects a breach of this Agreement or a misuse of the Services;
- (b) in order to comply with laws, authorisations or relevant authorities, or if a change in laws or other regulatory change results in ADA determining that the provision of the Services is no longer practical or feasible;
- (c) in circumstances where there is a third party intellectual property claim against the Client, or any third party that is relevant to the Services or otherwise related to this Agreement and any rights or obligations contemplated herein;
- (d) where suspension or termination is required in order for ADA to comply with any injunction or other court order issued against it or any relevant third party relating to the provision and use of the Services;
- (e) where ADA for any reason loses any license or rights in relation to or is material to ADA's provision of the Services;
- (f) if a third party, for any reason, suspends provision of the third-party services required by ADA to provide Services or otherwise ceases to provide (temporarily or otherwise) the same.

2.4 Any suspension of access to the Services by ADA under this Clause shall not be considered as a waiver of ADA's right to subsequently terminate this Agreement.

- 2.5 If ADA exercises its right to suspend this Agreement pursuant Clause 2.3, ADA may use reasonable endeavours to resume the provision of the affected Services or any part thereof within a reasonable period of time, taking into account the circumstances that led to the suspension, and insofar as (in ADA's sole opinion) resumption is commercially practicable and feasible in all of the circumstances.
- 2.6 Notwithstanding any provision to the contrary in this Agreement, either Party may, without prejudice to any of its other rights and remedies, terminate this Agreement by serving written notice on the other Party if:
- (i) if the other Party commits a material breach of any of its obligations under this Agreement and such Party fails to remedy such breach (if capable of remedy) within two (2) weeks after being given notice to do so (a material breach means a breach which has a serious effect on the benefit which the terminating Party would derive from this Agreement); or
 - (ii) the other Party shall go into liquidation whether compulsory or voluntary (otherwise than for the purposes of restructuring or amalgamation which shall have been approved in advance) or if a petition shall be presented or an order made for the appointment of an administrator in relation to the other Party or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the other Party and such appointment is not revoked within 30 days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction.
- 2.7 Without affecting any other right or remedy available to it, ADA may terminate this Agreement for convenience with immediate effect by providing 14 days' written notice to the Client.
- 2.8 Upon notice of termination being given under this Clause 2 or upon the expiry of this Agreement:
- (a) all access to the Services shall terminate automatically;
 - (b) the Client shall immediately pay to ADA all outstanding unpaid invoices and interest and, in respect for any access to the Services supplied but for which no invoice has been submitted, ADA may submit an invoice which shall be payable immediately on receipt; and
 - (c) the Client shall destroy all copies, extracts or excerpts of the Services, as well as all data or documents generated by the Client that contain any portion of the Services or related to any part of the Services.
- 2.10 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of ADA that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

3. ADA'S FEES AND PAYMENT TERMS

- 3.1 ADA's Fees in relation to the Services shall be as set out in the Order Form.
- 3.2 ADA or its nominated Affiliate shall, from time to time issue its invoice for ADA's Fees, which shall be inclusive of all sales taxes (including, but not limited to, value added tax), duties or levies imposed by any authority, government or government agency and/or other applicable governmental fees. If the paying Party is legally required:
- (a) by law to deduct or withhold any taxes from any amounts payable under this Agreement, then such amounts payable shall be increased as necessary so that the other Party receives an amount equal to the sum it would have received had no such deduction or withholding been made; and
 - (b) to deduct any tax under this Agreement, paying Party will pay such tax to the relevant tax authority by the deadline under applicable law on behalf of the invoicing Party. The paying Party shall then promptly furnish the invoicing Party free of charge with the applicable tax receipts from the relevant tax authorities confirming the amount of such tax payments paid by the paying Party.
- 3.3 If the invoicing Party is entitled to a preferential tax rate under the applicable tax treaty, the paying Party shall endeavour to apply the reduced tax rate or tax exemption. Invoicing Party shall then furnish to paying Party evidence of its tax residence status by way of letter or certificate or any other required documents prior to paying Party making its first payment to the invoicing Party under this Agreement.
- 3.4 Unless otherwise stated in the Order Form, the Client shall within 30 days from the date of the invoice, make payment of the invoice in full, based on the payment instructions on such invoice, with no right to set-off for any reason whatsoever.
- 3.5 Where invoices are overdue, Client shall be charged late payment interest on the amount unpaid, commencing on the date payment is due and ending on the date full payment is received, at the rate of: (a) 5% per annum; or (b) the highest rate of interest for the time being permitted under applicable laws, whichever is the lower. The Client shall reimburse ADA for all reasonable fees (including legal and other costs) incurred in relation to collection or enforcement of payment.
- 3.6 All costs and expenses relating to payment shall be borne by the paying Party. Each Party is responsible for complying with and paying all taxes, duties, regulatory assessments or surcharges assessed by its government authorities with jurisdiction over its activities or the Services.

4. LICENSE RIGHTS AND RESTRICTIONS

- 4.1 In consideration of Client's payment of the ADA's Fees and Client's acceptance of this Agreement, ADA grants Client a limited, revocable, non-exclusive, non-transferable licence to use and access the Database and the ADA Dashboard (where applicable), subject always to the terms and conditions of this Agreement.
- 4.2 Except as expressly set forth herein, no other licenses or rights are granted or to be implied. Any other use, including the reproduction, modification, distribution, transmission, or republication of the Database and the ADA Dashboard (where applicable) is strictly prohibited, except as expressly permitted in writing by ADA or in this Agreement.
- 4.3 The Client is permitted to use the Database and/or ADA Dashboard (where applicable) solely for its own internal business purposes only.
- 4.4 Unless otherwise expressly agreed by ADA in writing, the Client shall not:
- (a) cache the Database and/or ADA Dashboard (where applicable) (or any part thereof) in a manner that would permit Client to re-use them (or any functional equivalent or model of them) in a manner that is in breach of this Agreement;

- (b) associate any information contained in the Services with any personal information, such as a first or last name, street address, email address, phone number, or other identifier of a natural person, unless the Client has obtained the data subjects' necessary consent in accordance with applicable laws for such association;
- (c) utilize the Services in violation of any applicable laws;
- (d) use, distribute, share, sell, copy, reproduce, and/or modify any part of the Services to any third party, in any manner. Third party restrictions under this Clause applies to any ADA competitors, Client related entities, affiliates, partners, customers, clients, or third-party agents;
- (e) sublicense, lend, lease, rent, resell, distribute, assign or otherwise commercialise or transfer any part of the Services or any other rights licensed hereunder;
- (f) transfer, transmit, enable or allow access to the Database and/or ADA Dashboard (where applicable) by any means, to any unauthorized third party;
- (g) create derivative works of the Services where such derivative works are used for purposes which are outside of the Client's current business functions as contemplated between the Parties when entering into this Agreement;
- (h) use or provide any part of the Services in a white-labelled basis or otherwise, for the benefit of any third party; and
- (i) use any part of the Services as part of any machine learning or similar algorithmic activity that mimics the functionality and/or output of the Services.

4.5 ADA may monitor Client's access and use of the Database and/or ADA Dashboard (where applicable) to ensure the Client's compliance with this Agreement or applicable law.

4.6 All trials or testing of the Database and the ADA Dashboard (where applicable) are subject to the terms of this Agreement. Unless otherwise agreed by ADA in writing, access to Database and the ADA Dashboard (where applicable) for trials or testing may be used for evaluation purposes only.

5. **ADA DASHBOARD RESTRICTIONS**

Where Client has subscribed to the ADA Dashboard, this Clause 5 shall apply.

5.1 Client shall have access to the ADA Dashboard only through remote access via the confidential password-protected login process provided by ADA.

5.2 The Client shall

- (a) keep confidential and secure all user identification numbers, passwords and other security processes and devices issued by ADA and ensure that only authorised users have access to the ADA Dashboard;
- (b) promptly notify ADA in writing if Client suspects that the security of the ADA Dashboard has been breached or compromised, including but not limited to unauthorized access or use of any password or account or any other known or suspected breach of security; and
- (c) shall not allow any unauthorized third party (including but not limited to agencies, consultants or other business/corporations which are in direct or indirect competition with ADA) to access the ADA Dashboard.

5.3 The Client represents that all users of the ADA Dashboard are the Client's duly authorised agents, and that the Client shall be solely liable for all transactions conducted/usage of the ADA Dashboard on Client's equipment or devices, even if entered into by or arising from mistake, error or inadvertent or unintentional acts or omissions.

5.4 The Client shall not:

- (a) abuse or misuse the application program interface to the ADA Dashboard;
- (b) probe, scan, or conduct vulnerability or penetration testing of the ADA Dashboard or any related system or network;
- (c) interfere with the network, send a virus, overload, flood, spam, or mail-bomb the ADA Dashboard; or
- (d) decipher, decompile, disassemble, reverse engineer, or otherwise attempt to obtain the source code, underlying logic, or software used to make available the ADA Dashboard.

5.5 The Client acknowledges and agrees that the ADA Dashboard, all modifications, enhancements and additions thereto, and all passwords, usernames, site entry procedures and use information are IPR of ADA and its licensors, and the Client shall receive no rights in or to the same.

5.6 For the purposes of maintaining and improving the ADA Dashboard, ADA may but is not obliged to, monitor the Client's use of or activity on the ADA Dashboard and retain information entered on the ADA Dashboard, including deleted items which are not displayed.

5.7 ADA retains the right to use in any way it considers appropriate any skills, techniques, processes, methodologies or know-how acquired, developed or used in the course of developing the Database and/or ADA Dashboard (where applicable), and any improvements or modifications to the ADA Dashboard, Database (if applicable) or other ADA's products or services created during the course of the Services or use of the ADA Dashboard will vest exclusively in ADA and its licensors. Any feedback, comments, suggestions, ideas, or other information provided by the Client in the form of email or other submissions to ADA (collectively "**Feedback**"), may be utilised by ADA for such purposes above and the Client hereby grant to ADA and ADA's subcontractors and Affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use Feedback for any purpose without compensation or attribution to the Client.

6. **INTELLECTUAL PROPERTY AND OWNERSHIP**

6.1 Except as otherwise expressly agreed between the Parties, Client acknowledges and agrees that it obtains no right of ownership in the Services by virtue of this Agreement. ADA owns and retains all rights, titles and interests and all IPRs, including, without limitation, all copyrights, trademarks, patents, goodwill, trade secrets, and moral rights, in and to the Services, the Confidential Information disclosed by ADA, and all documentation, specifications, guidelines, trade names, graphics, sounds, content, and materials made available to the Client and usage data collected in connection with the Client's use of the Services and any and all derivative works thereof.

6.2 The Services comprise: (i) works of original authorship of ADA, including compiled information containing ADA's selection, arrangement and coordination and expression of information or pre-existing material it has created, gathered or assembled; and (ii) information that has been created, developed and maintained by ADA at substantial expense of time and money such that misappropriation or unauthorized

use by others for commercial gain would unfairly and irreparably harm ADA. Client shall not commit or permit any act or omission that would impair ADA's rights in the Database and Services.

6.3 The Services shall never be undertaken or provided to Client as works for hire as such term is defined under applicable copyright laws. All rights not expressly granted to Client are reserved by ADA.

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents, warrants and covenants to the other Party the following:

- (a) it is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of original incorporation;
- (b) it has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of this Agreement and other transactions contemplated by this Agreement; and
- (c) this Agreement when executed will constitute legally binding, valid and enforceable obligations on it.

7.2 ADA warrants that:

- (a) it has the necessary rights and/or licences to provide the Services;
- (b) the Services do not and will not infringe any third party's IPR (provided that the Database are used in accordance with, and the Client complies with, the terms and conditions of this Agreement and the purposes contemplated by the Parties when entering into this Agreement; and
- (c) the supply of the Database to the Client for use in accordance the terms and conditions of this Agreement does not and will not infringe confidentiality obligations owed by ADA to any third party (provided that the Client complies with the terms and conditions of this Agreement).

7.3 ADA's warranties in the above stated Clause 7.1 and 7.2 shall not apply to:

- (a) Client's breach of any of the terms in this Agreement;
- (b) Client's wilful damage to the ADA Dashboard (where applicable) or negligence in the use of the Services, or where the Services has not been used, maintained and stored in accordance with the documentation and/or instructions or recommendations given by ADA;
- (c) where the problem arises from software or hardware not supplied by ADA;
- (d) where the Database and/or the ADA Dashboard (where applicable) is used or accessed on equipment other than the hardware on which it was installed (or such other system as approved in writing by ADA) and used other than in the correct configuration as determined by ADA; and
- (e) following any unauthorised use of or modification to the Database and/or ADA Dashboard (where applicable) or any repair other than by ADA or with ADA's written consent.

8. INDEMNIFICATION

8.1 Client shall fully and effectively indemnify and keep ADA, its Affiliates, directors, agents and employees indemnified from and against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against ADA and any of its Affiliate as a result of, or in connection with:-

- (a) Client's breach or alleged breach of any terms in this Agreement;
- (b) any unlawful conduct engaged in by the Client in relation to the performance of its obligations under this Agreement;
- (c) any claim for infringement of any IPRs under this Agreement;
- (d) claims, suits or proceedings made by a third party for libel, defamation, violation of right of privacy or publicity, breach of contract, fraud, breach of any terms of this Agreement, misrepresentation, product liability;
- (e) violation of any law, statute, ordinance, rule or regulation applicable to the Services ("**Applicable Laws**"), as well as any fines and penalties arising from any non-compliance by the Client with such Applicable Laws.

8.2 If ADA receives notice of an alleged infringement, ADA shall have the right, in its sole option, to obtain:

- (a) the right to continue use of the Database and/or the ADA Dashboard; or
- (b) to modify any part of the Services, so that it is no longer infringing.

If neither of the foregoing options is reasonably available to ADA, ADA in its sole discretion, may terminate the license rights granted under this Agreement and ADA shall refund a pro-rata amount of ADA's Fees based on the then-remaining time in the current Term. The foregoing are ADA's sole and exclusive obligations, and Client's sole and exclusive remedies, with respect to intellectual property infringement.

9. LIMITATION OF LIABILITY AND DISCLAIMERS

9.1 NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE CAUSE (AND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STATUTE OR OTHERWISE), FOR ANY: (I) LOSS OR DAMAGE TO PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS; OR (II) PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, MULTIPLE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 THE MAXIMUM AGGREGATE LIABILITY OF ADA AND ITS AFFILIATE TO THE CLIENT (AND CLIENT'S AFFILIATE) UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF STATUTORY DUTY, INDEMNITIES OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT EQUAL TO THE REMUNERATION OR FEES PAID FROM THE CLIENT TO ADA IN THE PAST 6 MONTHS.

9.3 NOTWITHSTANDING ANY OTHER TERMS IN THIS AGREEMENT, ADA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A TRIAL SERVICE, UNLESS SUCH EXCLUSION OF LIABILITY IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE, ADA'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A TRIAL SERVICE IS US\$100. THE CLIENT SHALL BE FULLY LIABLE FOR ANY DAMAGES ARISING OUT OF ITS USE OF A TRIAL SERVICE. ANY CLIENT DATA AND CONFIGURATIONS ENTERED INTO THE ADA DASHBOARD MAY BE PERMANENTLY LOST UPON TERMINATION OR EXPIRY OF THE TRIAL SERVICE.

- 9.4 THE SERVICES ARE PROVIDED FOR THE CLIENT'S USE ON AN 'AS-IS' BASIS WITHOUT WARRANTIES OF ANY KIND. ADA DOES NOT MAKE ANY REPRESENTATIONS THAT THE SERVICES (INCLUDING RECOMMENDATIONS, INFORMATION OR DATA) WILL: (I) BE ERROR FREE; (II) BE FIT FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT ADA HAS NOTICE OF THAT PURPOSE; (III) PRODUCE ANY PARTICULAR RESULTS, OR THAT SUCH RESULTS WILL BE ACCURATE, ADEQUATE, RELIABLE OR TIMELY; OR (IV) RECEIVE OR TRANSMIT CONTENT OR INFORMATION ACCURATELY, ADEQUATELY, RELIABLY OR TIMELY.
- 9.5 THE SERVICES (AND ANY DATA, REFERENCES, FINDINGS GENERATED FROM THE SERVICES) ARE NOT INTENDED AS, AND SHOULD NOT BE RELIED ON AS ADVICE, GUIDANCE, OR DIRECTION, AND CLIENT MUST USE ITS INDEPENDENT BUSINESS JUDGEMENT IN THE CONDUCT OF ITS BUSINESS. CLIENT FURTHER AGREES THAT IT IS NOT RELYING ON DELIVERY OF ANY FUTURE FUNCTIONALITY, OR ON ANY ORAL OR WRITTEN PUBLIC COMMENTS OR ADVERTISING OF ADA, IN ITS SUBSCRIPTION WITH OR THE SERVICES NOR IS IT RELYING ON THE SERVICES AS A SOURCE OF ADVICE, GUIDANCE, OR DIRECTION IN THE CONDUCT OF ITS BUSINESS. ACCORDINGLY, ALL ACTS, OMISSIONS, AND DECISIONS CLIENT UNDERTAKES OR MAKES (OR REFRAINS FROM MAKING OR UNDERTAKING) THROUGH THE USE OF THE SERVICES OR OTHERWISE ARE CLIENT'S SOLE RESPONSIBILITY.
- 9.6 CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICES PROVIDED HEREUNDER RELY ON AND/OR ARE BASED ON INFORMATION, CONTENT, MATERIALS, AND SERVICES OBTAINED THROUGH A VARIETY OF METHODOLOGIES, INCLUDING AUTOMATED METHODS, FROM THIRD PARTY DATABASES, ONLINE WEBSITES AND OTHER SOURCES THAT MAY NOT BE AFFILIATED WITH OR CONTROLLED BY ADA. ACCORDINGLY, ADA CANNOT AND DOES NOT MAKE ANY REPRESENTATIONS AS TO, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR ASSOCIATED WITH THE ADEQUACY, SUFFICIENCY, COMPLETENESS, CURRENCY, PROVENANCE, RIGHTS, OR OTHER ATTRIBUTES OF THE SERVICES OR ADA'S COLLECTION AND PROCESSING THEREOF.
- 9.7 THE CLIENT ACKNOWLEDGES THAT THE DATABASE AND/OR THE ADA DASHBOARD OPERATE IN AN ONLINE ENVIRONMENT. ACCORDINGLY, THE DATABASE AND/OR THE ADA DASHBOARD'S AVAILABILITY AND PERFORMANCE RELIES ON INFRASTRUCTURE AND SERVICES (E.G. HOSTING SERVICES, SERVICES SUPPLIED BY THIRD PARTIES) AND ADA DOES NOT GUARANTEE THE AVAILABILITY OF THE DATABASE AND/OR THE ADA DASHBOARD. TO THE EXTENT THAT THERE IS A BREACH OF THIS AGREEMENT BY ADA AND THAT BREACH IS CAUSED BY A DEFAULT BY A THIRD-PARTY INFRASTRUCTURE AND SERVICES PROVIDER, THEN THAT BREACH IS NOT A BREACH OF THIS AGREEMENT AND ADA SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS SUFFERED BY CLIENT OR CAUSED BY SUCH THIRD-PARTY DEFAULT.

10. CONFIDENTIALITY

- 10.1 The Receiving Party agrees that, except to the extent otherwise required by law, it will not disclose any Confidential Information to any third party and will not use Confidential Information of the Disclosing Party for any purpose other than for the performance of the rights and obligations hereunder during the term of this Agreement and for a period of two (2) years thereafter, without the prior written consent of the Disclosing Party. Confidential Information shall not include information: (i) already lawfully known to or independently developed by the Receiving Party, (ii) disclosed in published materials, which disclosure is not otherwise in breach of this Agreement, (iii) generally known to the public, or (iv) lawfully obtained from any third party, which, to the knowledge of the Party obtaining such information, has no obligation of confidentiality with respect to such information.
- 10.2 The Receiving Party further agrees that Confidential Information shall remain the sole property of the Disclosing Party and that it will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information by its employees. For the avoidance of doubt, ADA shall not be prohibited from improving its own services and technology on the basis of general principles, learning and know-how gained from developing and providing services to Client and to ADA's other customers.
- 10.3 Notwithstanding the terms of this Agreement, each Party may disclose the terms of this Agreement: (i) in connection with the requirements of an initial public offering or securities filing, (ii) in confidence to accountants, banks and financing sources and their advisors, (iii) in confidence in connection with the enforcement of this Agreement or rights under this Agreement, and (iv) in confidence in connection with a merger or acquisition or proposed merger or acquisition or the like, and in such event only for the purposes set out herein.
- 10.4 No license shall be granted by the Disclosing Party to the Receiving Party with respect to Confidential Information disclosed hereunder unless otherwise expressly provided herein. If the Receiving Party at any time is required to disclose any of the Disclosing Party's Confidential Information to any government agency or court of competent jurisdiction, the Receiving Party (to the extent permitted by law) shall promptly notify the Disclosing Party of the required disclosure (prior to the disclosure, whenever possible), so that the Disclosing Party may seek an appropriate protective order.
- 10.5 The Receiving Party will return to the Disclosing Party or (at the Disclosing Party's option) destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and will permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this section.
- 10.7 This Clause 10 shall survive the expiration or termination of the Agreement for a period of two (2) years.

11. NOTICES

Each and every communication under this Agreement shall be made by electronic transmission or otherwise in writing. Each communication or document to be delivered to either Party shall be sent to that Party at the facsimile number, electronic mail address or address and marked for the attention of the person (if any), from time to time designated by that Party for the purpose of this Agreement. The business addresses and electronic mail addresses of the Parties are set out in the Order Form. A communication made or given by one Party to another Party in accordance with this Clause 11 shall be affected and deemed to be duly served:

- (a) if it is delivered by hand or courier, when left at the address required by this Clause;
- (b) if it is sent by prepaid post during regular business hours, one (1) week after it is posted; and
- (c) if it is sent by electronic mail, when sent, provided it is sent during normal working days and hours between 9 A.M. to 6 P.M. on a business day, unless a delivery failure notification is received.

In the case of delivery by hand, if such delivery occurs after 6 P.M. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 A.M. on the following business day. In proving such service, it shall be sufficient to prove that delivery by hand was made

or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail or that the electronic mail report indicates successful transmission without error or that the facsimile confirmation note indicates the transmission was successful.

12. NON-SOLICITATION AND ANTI BRIBERY AND CORRUPTION

12.1 The Client shall not, without the prior written consent of ADA, at any time from the date of this Agreement until the expiry of the 1-year period after termination of this Agreement, solicit or entice away from ADA or employ or attempt to employ any person who is, or has been, engaged as an employee of ADA in the provision of the Services. This Clause 12 does not impose any restriction upon the Party's general recruitment processes, where such processes do not directly target the Party's employee and where the Party's employee respond to such processes on his own accord.

12.2 The Parties shall always comply and shall ensure that its directors, employees, representatives, agents, and sub-contractors comply with the applicable laws and regulations concerning bribery, corruption, fraud, anti-money laundering and any other prohibited business practices in any jurisdiction including but not limited to the Malaysian Anti-Corruption Commission Act 2009, the Malaysian Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the U.S. Foreign Corrupt Practice Act of 1977, the United Kingdom Bribery Act of 2010 as well as all other applicable laws, rules, regulations, ordinances, and codes, directives and any anti-bribery and anti-corruption terms or policies that applies to the ADA and Client from time to time. The Parties must keep accurate and complete records and supporting documentation to demonstrate that it is in compliance with this provision. Each Party shall immediately notify the other Party, if it becomes aware of any breach of this provision and the Parties agrees that any non-compliance shall be deemed as a material breach of this provision. If a Party has committed any breach under this provision or has reasonable belief that this may occur, the other Party may immediately at its absolute discretion reject, disqualify, invalidate, recover, terminate this Agreement, submissions, referrals or the reward(s), commissions, or fees without any ensuing obligations nor liabilities to the other Party.

13. FORCE MAJEURE

Neither Party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 10 days, the Party not affected may terminate the Agreement by giving 14 days' written notice to the affected Party.

14. DATA SECURITY AND PROTECTION

14.1 The Client shall;

- (a) comply fully with the applicable privacy laws and to procure that its employees, agents and contractors observe the said laws, regulations and/or policies. Any breach or potential breach of the provisions of this clause shall be immediately notified in writing by the Client to ADA;
- (b) comply with ADA's information technology, security and usage policies notified to it from time to time and ensure that its personnel comply with the same;
- (c) where applicable:
 - (i) take all necessary steps to prevent any viruses/malware being introduced onto the ADA Dashboard, infrastructure or any information technology (including computer hardware) used by the Client in relation to the ADA Dashboard;
 - (ii) not access or attempt to access the ADA Dashboard or infrastructure without the prior written consent of ADA;
 - (iii) procure that no unauthorised third party will, as a result of any act or omission of the Client, obtain access to any of the Services;
- (d) apply security procedures to guard against the loss, destruction, corruption or alteration of the Database, Report and/or ADA Dashboard in the possession or control of (or accessed by) the Client;
- (e) ensure that it does not deliberately or negligently corrupt or erase the data on the ADA Dashboard, the Database or any information technology (including computer hardware) in relation to the ADA Dashboard and the Database; and
- (f) immediately notify ADA of any breach of (a) to (e) above.

14.2 To the extent that either Party accesses, uses or otherwise processes information that is made available under this Agreement by the other Party that:

- (a) directly or indirectly identifies a natural person; or
- (b) that is not specifically about an identifiable individual but, when combined with other information, may directly or indirectly identify a natural person (collectively "**Personal Data**"),

each Party will comply with applicable laws governing them respectively, in connection with such Personal Data ("**Privacy Laws**").

14.3 Each Party will use or otherwise access Personal Data received from the other Party only for purposes which are consistent with consent obtained from the individual to whom the Personal Data relates or as expressly permitted in this Agreement. Each Party will implement appropriate organisational and technical measures to protect the Personal Data against loss, misuse, and unauthorised access, disclosure, alteration and destruction, and shall at all times comply with Privacy Laws, where applicable.

15. MISCELLANEOUS

15.1 *Invalidity.* If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the Parties. To the extent it is not possible to delete or modify the provision, in whole or in part, under this clause, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity, and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under this clause, not be affected.

15.2 *Publicity.* ADA may prepare a press release, case study or other collateral regarding Client's use of the Services. Except as provided herein, neither Party will use the name of the other Party in publicity releases or similar activity without the consent of the other Party, provided, however, ADA may include Client's logo, trademark and name in any client list.

15.3 *Entire Agreement.* This Agreement and the documents referred to herein constitute the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements and understandings between the Parties

with respect thereto. Each Party acknowledges that it has not been induced to enter this Agreement by any representation, warranty or undertaking not expressly incorporated into this Agreement.

- 15.4 *Assignment/Novation.* Neither Party may assign, transfer or novate this Agreement in whole or in part without the written consent of the other Party which is not to be unreasonably withheld or delayed; provided, however that; ADA may assign, transfer or novate this Agreement, in whole or in part, to any of its Affiliate and ADA shall give advance written notice to the Client of such assignment, transfer or novation as soon as reasonably practicable. The Client acknowledges and agrees that Services may be provided by ADA's Affiliate or any third party service provider. The Client further acknowledges that ADA may delegate, sub-contract or assign certain or all portion of ADA's obligations under this Agreement to any third-party service provider or ADA's Affiliate without prior notice to the Client.
- 15.5 *Variation.* No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which has already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.
- 15.6 *No implied waivers; Remedies cumulative.* No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 15.7 *Successors.* This Agreement shall be binding on and shall ensure to the benefit of the Parties and their respective successors and assigns. Any reference in this Agreement to either party shall be construed accordingly.
- 15.8 *Survival.* Parties' obligations under the following clauses shall survive the expiration, termination or cancellation of this Agreement:
- (a) Clause 6 (Intellectual Property and Ownership);
 - (b) Clause 8 (Indemnification);
 - (c) Clause 9 (Limitation of Liability and Disclaimers);
 - (d) Clause 10 (Confidentiality);
 - (e) Clause 12 (Non-solicitation and Anti Bribery and Corruption);
 - (f) Clause 14 (Data Security and Protection);
 - (g) this Clause 15.8 (Survival);
 - (h) Clause 15.10 (Governing Law); and
 - (i) Clause 15.11 (Dispute Resolution).
- 15.9 *Counterparts.* This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart shall be as valid and effectual as if executed as an original. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmissions, such as a PDF, shall be as effective as delivery of a manually executed counterpart of this Agreement.
- 15.10 *Governing Law.* This Agreement shall be construed in accordance with the laws applicable to ADA's corporate domicile ("**Relevant Jurisdiction**"), as further stipulated in the Annexure.
- 15.11 *Dispute Resolution.* Parties agree and acknowledge that the courts of the Relevant Jurisdiction shall have exclusive jurisdiction and the Parties hereby submit to such courts, for the purposes of enforcing any and all terms of this Agreement (including all matters, questions or issues of interpretation of this Agreement and the rights and liabilities of the Parties hereto).
- 15.12 *Third Party Rights.* Except as specifically provided herein, no third party shall benefit from any of the provisions of this Agreement, nor shall any such third party have the right to rely in any manner upon any of the terms hereof, and none of the covenants, representations, warranties or agreements herein contained shall run in favor of any third party. A person who is not a party of this Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of this Agreement.
- 15.13 *Language.* Should any conflict arise between the English language version of this Agreement and any translation hereof, the English language version shall be controlling.

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ANNEXURE**Relevant Jurisdiction**

ADA	CORPORATE DOMICILE	GOVERNING LAWS
Axiata Digital & Analytics Sdn Bhd ADA Asia Malaysia Sdn Bhd Awake Asia Distribution Sdn Bhd	Kuala Lumpur, Malaysia	Malaysia
ADA Digital Singapore Pte Ltd AAD Holdings Pte Ltd AAD Indochina Pte Ltd Awake Asia Distribution Pte Ltd	Singapore	Singapore
PT Axiata Digital Advertising Indonesia PT ADA Asia Indonesia PT Awake Asia Distribution Indonesia	Jakarta, Indonesia	Indonesia
ADA Digital (Thailand) Co., Ltd.	Bangkok, Thailand	Thailand
ADA Digital Philippines Inc Komli Network Philippines Inc AADistribution Phils Inc	Manila, Philippines	Philippines
Branch of ADA Digital Singapore Pte Ltd	Phnom Penh, Cambodia	Cambodia
ADA Digital Singapore Pte Ltd (Branch office)	Colombo, Sri Lanka	Sri Lanka
ADA Digital Singapore Pte Ltd (Branch)	Seoul, South Korea	South Korea
Axiata Digital Bangladesh (Private) Limited	Dhaka, Bangladesh	Bangladesh
Thien An Investment Co Ltd	Ho Chi Minh City, Vietnam	Vietnam
Adknowledge Asia (India) Pvt Ltd	Mumbai, India	India