



**Whyze Solutions Pte Ltd**  
315 Alexandra Road #05-01  
Sime Darby Business Centre  
(next Ikea)  
Singapore 159944  
Tel: 6838 0161 Fax: 6392 2867  
Registration No: 200818854Z

## **END USER LICENSE AGREEMENT**

Date: 6 Sep 2024

This End User License Agreement (“EULA”) is a legal agreement between You (“You” and “Your” includes a person and/or an individual entity) and Whyze Solutions Pte Ltd (“WHYZE”) concerning the software product(s) (“Software”).

The Software, includes all software products of WHYZE, WhyzeHR system, object code component parts, all other component parts, the associated media, any printed materials, any updates, and any “online” or electronic documentation, as applicable.

Use of the Software includes accessing, installing or copying of any function of the Software in either Hosted or Network based environment.

You shall be deemed to have read all the terms in this EULA. Your use of the Software is subject to the terms set out in this EULA and any other terms and conditions applicable to You from time to time, including but not limited to our Privacy Agreement.

By accessing, installing, copying or otherwise using the Software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, You must not access, install, copy or use the Software, and You should promptly contact WHYZE for instructions on returning the Software. WRITTEN ASSENT IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS EULA.

Subject to the payment of all applicable fees, and the terms and conditions of this EULA, WHYZE hereby grants to You a limited, non-sublicensable, non-exclusive, non-transferable right to use or install one copy of the specified version of the Software and the accompanying documentation, solely for Your individual use. If the Software is licensed as a suite or bundle with more than one specified Software product, this EULA applies to all such specified Software products, subject to any restrictions or usage terms specified on the applicable product packaging or accompanying documentation that applies to any of such Software products individually.

### **1. Terms of use**

- a. Regardless of the location of the Software, You are responsible for strict compliance with any and all of the terms and conditions of this EULA. This EULA will terminate automatically if You fail to comply with any of the limitations or other requirements described herein, and such termination shall be in addition to and not in lieu of any criminal, civil or other remedies available to WHYZE. When this EULA terminates, You must immediately cease using the Software and/or destroy all copies of the Software. This EULA is effective unless and until either party terminates the EULA earlier, in accordance with the terms set forth herein.

- b. You shall be responsible for obtaining and maintaining any equipment and telecommunications service needed to use to the Software. You shall be responsible for ensuring that such equipment and service are compatible with the use to the Software. You acknowledge that the availability of telecommunication services can be unpredictable and may interfere with or prevent use of the Software, and WHYZE shall not be responsible for such interference with or prevention of Your use of the Software.
- c. You shall be responsible for maintaining the confidentiality of the passwords associated to Your accounts and take adequate actions, including reset passwords and lock accounts, if You suspect any unauthorized use of Your accounts.
- d. You shall be responsible for maintaining Your list of user accounts, including restricting user access rights, deactivating user access that is no longer required, checking audit logs and removing inactive user accounts.
- e. You shall be responsible for the security of Your accounts, equipment, personal device, telecommunication network and confidentiality of Your data.

## **2. Ownership rights**

- a. Ownership of Software. The Software is protected by Singapore patent, copyright laws and other intellectual property laws, and international treaty provisions. WHYZE and its third party licensors, if any, retain all title to and, except as expressly and unambiguously licensed herein, all rights and interest in (a) the Software, including, but not limited to all copies, versions, customizations, compilations and derivative works thereof (by whomever produced); (b) the WHYZE trademarks, service marks, trade names, icons and logos; (c) any and all copyright rights, patent rights, trade secret rights and other intellectual property and proprietary rights throughout the world in the foregoing; and (d) all Confidential Information (as defined in Section 3 below). You acknowledge that Your possession, installation, or use of the Software does not transfer to You any ownership, title, or registrable interest of any kind to the intellectual property in the Software, and that You will not acquire any rights to the Software except as expressly set forth in this EULA. You agree that all backup, archival, or any other type of copies of the Software will contain the same proprietary notices that appear on and in the Software.
- b. End User Data. In connection with the Software, WHYZE may collect and maintain End User Data provided by you. You shall own all End User Data and acknowledge Your engagement of WHYZE as a Data Intermediary. WHYZE shall maintain all personal identifiable aspects of all End User Data as confidential pursuant to the Privacy Policy and in accordance to Singapore Personal Data Protection Act ("PDPA"). All third parties authorized by WHYZE which may have access to the End User Data shall be under obligations of confidentiality to maintain the End User Data as confidential pursuant to the Privacy Policy and in accordance to PDPA.
- c. WHYZE Data. All WHYZE Data is the sole property of WHYZE. WHYZE has the right to use, collect, store, create, aggregate, mine, analyze, modify, commercialize, assign, convey, sell, lease, license or transfer WHYZE Data in any form, for any purpose and in any manner. Any WHYZE Data provided to you shall be subject to limitations and restrictions imposed by WHYZE's Privacy Policy and other commercial agreements to which WHYZE may be a party.
- d. Submissions. Should You decide to submit any materials to WHYZE via electronic mail, through or to WHYZE website(s), or otherwise, whether as feedback, data, questions, comments, ideas, concepts, techniques, suggestions or the like, You agree that such submissions are unrestricted and shall be deemed non-confidential upon submission. You grant to WHYZE and its assigns a non-exclusive, royalty-free, worldwide, perpetual,

irrevocable license, with the right to sublicense, to use, copy, transmit, distribute, create derivative works of, commercialize, display and perform such submissions.

### **3. Confidentiality**

- a. You agree that the Software, including, but not limited to, all source and object code components, screenshots and displays, graphical user interfaces, algorithms, formulae, data structures, scripts, application programming interfaces and protocols, and the Documentation (collectively the “Confidential Information”) are trade secrets of WHYZE and are owned by WHYZE or, where applicable, its third-party licensors. You agree to retain all Confidential Information in strict confidence at least with the same amount of diligence that You exercise in preserving the secrecy of Your most-valuable information, but in no event less than reasonable diligence. You agree to: (i) only disclose Confidential Information to Your employees and agents to the extent required to use the Software under the terms of this EULA and not to disclose or disseminate the Confidential Information to any third party without the prior written consent of WHYZE, (ii) use the Confidential Information solely for Your benefit as provided for herein and not to allow any third party to benefit from the Confidential Information, and (iii) bind Your employees and agents, by terms no less restrictive than those set forth herein, to maintain the confidentiality of such Confidential Information, and not use or disclose such information except as permitted under this EULA. Notwithstanding the disclosure of any Confidential Information for any reason, such Confidential Information shall continue to be owned by WHYZE or its licensors. Nothing contained herein shall be deemed to prevent you from disclosing or disseminating Your data, in any format or any report, to whomever You so choose.
- b. End User Data owned by You shall be kept confidential by WHYZE. However, in order to carry out the purposes listed above, we may share your employees’ personal data with our related companies and software principals. While doing so, we will require them to ensure that your employees’ personal data disclosed to them are kept confidential pursuant to the Privacy Policy and in accordance to Singapore PDPA.

In the event of Data Breach WHYZE shall exercise steps to minimize the immediate impact and risk of future data incident. WHYZE shall report the data incident to individuals affected and/or Singapore Personal Data Protection Commission according to the requirements of Singapore PDPA.

### **4. Update**

WHYZE may from time to time in its sole discretion develop or provide Software update, which may include upgrade, bug fix, patch and other error correction and/or new feature. Update may also modify or delete in their entirety certain features and functionality. You agree that WHYZE has no obligation to provide any updates or to continue to provide or enable any particular features or functionality. In order to be able to fully utilize the Software, You acknowledge that the Software or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.

### **5. Limited liability**

- a. In no event shall WHYZE and our affiliates, officers, agents and employees be liable to you or any person: for any indirect, special, punitive, incidental or consequential damages (including, without limitation, damages for loss of business profit, correction cost, business interruption, loss of program or information and the likes), in any way arising out of the

delivery, performance, or use of the Software, even if WHYZE has have been advised of the possibility of such damages, and regardless of the form of action, whether in contract, tort, or otherwise; or for any claim attributable to error, omission, or other inaccuracy in, or destructive property of the Software, or any other service rendered by WHYZE on the use of the Software. In jurisdictions that do not allow the exclusion of implied warranties or the limitation of liability for consequential or incidental damages, WHYZE's liability shall be limited to the fullest extent permitted by the applicable law.

- b. Notwithstanding any other provision to the contrary, to the fullest extent permitted under applicable laws, You agree that in no event will WHYZE's total liability exceed the total of the fees paid by You for Your Software during the 12-month period immediately preceding the alleged claim or alleged cause of action.

## **6. Restriction**

- a. You may not rent, lease, sublicense, loan, sell, distribute, market or commercialize any portion of the Software. You may not permit any parent, affiliate, subsidiary or any other third parties to benefit from the use or functionality of the Software, either directly or via a facility management, timesharing, service bureau or any other arrangement; provided, however, that You may use the Software to process the data of an affiliate or subsidiary of which You own more than fifty percent (50%); provided, however, You may not exceed the number of datasets or headcount specified on the applicable product packaging or accompanying documentation.
- b. You may not transfer any or all of the rights granted to You under this EULA. To the maximum extent this restriction is permitted under applicable law, except as expressly permitted in Section 1, You may not rename files of, modify, translate, localize, decompile, disassemble, decrypt, reverse engineer, attempt to derive source code from, remove any proprietary notices from, or create derivative works based upon the Software, in whole or in part. You may not duplicate or copy any portion of the Software, unless otherwise set forth herein. You may not remove any proprietary notices or labels on the Software, including, but not limited to, the WHYZE and product names wherever they may appear. All rights not expressly set forth hereunder are reserved by WHYZE. WHYZE reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this EULA.

## **7. Miscellaneous**

This EULA is governed by the laws of the Singapore, without reference to conflicts of law principles. In the event of a dispute or legal action between the parties, they agree to waive any objections to personal jurisdiction, and agree to service of process and exclusive venue in the Courts of Singapore. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This EULA sets forth all of Your rights and is the entire agreement between the parties. This EULA supersedes any other communications with respect to the Software. This EULA may not be modified except by a written addendum issued by a duly authorized representative of WHYZE. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by a duly authorized representative of WHYZE. You hereby acknowledge a breach of this EULA would cause irreparable harm and significant injury to WHYZE that may be difficult to ascertain and that a remedy at law would be inadequate. You agree that WHYZE shall have the right to seek and obtain immediate injunctive relief to enforce the obligations under this EULA in addition to any other rights and remedies it may have. If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect. The controlling language of this EULA is English. If You have received a translation into another language, it has been provided for Your convenience only.

## **8. Contact information**

If You have any question concerning these terms and conditions, or if You would like to contact WHYZE for any other reason, please contact us at:

Email: [enquiry@whyze.com.sg](mailto:enquiry@whyze.com.sg)

Call: +65 6838 0616

Whyze Solutions Pte Ltd  
315 Alexandra Road  
#05-01 Sime Darby Business Centre  
Singapore 159944

Website: <https://whyze.com.sg>

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