

END-USER LICENSED AGREEMENT (EULA)

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TO: Q-DEES WORLDWIDE EDUSYSTEMS (M) SDN. BHD. (Company No: 347038-T)
6-4, Level 4, Jalan SS6/6, Kelana Jaya
47301, Petaling Jaya, Selangor Darul Ehsan

and / or

Q-DEES WORLDWIDE EDUSYSTEMS (M) SDN. BHD nominated software license supplier

(hereinafter collectively referred to as "the LICENSOR")

1. CONDITIONS OF USE

1.1 These license terms are an agreement between the LICENSOR and the Licensee, its parent and subsidiary companies, their directors, shareholders, employees, operating joint venture partners, Key Operator of the Licensee or the undersigned of this EULA (collectively referred to as "YOU"). These provisions apply to the pre-release product collectively known as Q-dees Programme belonging to the Licensor and any updates, upgrades or new components or modules thereof (hereinafter referred to as the "SOFTWARE"), which includes the media on which YOU received it, if any. These terms also apply to any updates, supplements, Internet-based services, and support services (if any) for this SOFTWARE, unless other additional or revised terms accompany those items. If so, YOU agree that those terms apply and accept to be legally bound by those additional or revised terms. By using the SOFTWARE, or by the execution of this EULA or by clicking on the "ACCEPT" button or link as may be designated for the purposed of initiating or activating the SOFTWARE, YOU hereby accept these terms and agree to be legally bound by this End User License Agreement (hereinafter referred to as "EULA"). If YOU do not accept them, do not use the SOFTWARE.

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3.2 The Licensor reserve the right to add additional features or functions to the existing SOFTWARE. The Licensor may require the updating of the SOFTWARE on your computer

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5. YOUR OBLIGATIONS

5.1 Software Installation and Restricted Use.

YOU may only install and use the SOFTWARE on the authorised computer(s). YOU shall use the SOFTWARE only at the authorised centre and usage is only by the authorised personnel and within the authorised time period. In the case of employees and principals, it shall be during their employment period and shall not exceed beyond it.

5.2 Storage/Network Use

YOU may not store or install a copy of the computer SOFTWARE or portion of the SOFTWARE to allow your other computers to use the SOFTWARE over an internal network and distribute the SOFTWARE to your other computers over an internal network. YOU must acquire and dedicate a license for the SOFTWARE for each computer on which the SOFTWARE is used or to which it is distributed. A license for the SOFTWARE may not be shared or used concurrently on different computers.

5.3 Application Sharing

For applications which are not for the SOFTWARE, YOU should consult with the Licensor or contact them to determine whether application sharing is permitted by them. YOU must comply with all applicable laws regarding the use of the SOFTWARE.

5.4 Non-Commercial Use

Save and except as permitted under this Agreement, YOU may not use or distribute this SOFTWARE or any derivative works in any form for commercial purposes. Examples of commercial purposes would be running business operations, licensing, leasing or selling the SOFTWARE or distributing the SOFTWARE for use with commercial products.

5.5 Security and Password

YOU shall be provided with a password to access the SOFTWARE. YOU are not allowed to share and reveal this password to any unauthorised third party.

5.6 Maintenance

YOU shall at all material times obligated to handle the installer, code, Software Key, content, protocols, software and documentation provided by the Licensor with utmost care and diligent and shall not release any of the items mentioned above to any unauthorised third party and at another unauthorised location. In the event there is loss or damage to any of the items mentioned above or others which are not specifically mentioned herein, YOU shall inform the Licensor immediately and in the case of stolen items, YOU shall report the loss item to the police and a copy of the police report must be submitted to the Licensor. YOU shall not at any time remove the SOFTWARE Key from its original multimedia station. YOU are not allowed to exchange the SOFTWARE Key and Installer among the centres.

5.7 Deactivation and Reactivation

The Licensor has the right to deactivate the SOFTWARE whenever it deems necessary to do so. If there is a deactivation, YOU have the obligation to inform the Licensor as soonest possible to allow the reactivation process takes place. The Licensor shall not be responsible to YOU and/or any other third party if YOU shall fail to inform the deactivation immediately to the Licensor.

Reactivation process by the Licensor shall only be done if YOU have complied the following:

- (i) there is no outstanding payment due and owing to the Licensor; and
- (ii) YOU have not breach any of the terms and conditions in this EULA and any other related agreement.

However, the Licensor reserves the right not to reactivate the SOFTWARE even if YOU have complied with the terms mentioned above.

YOU shall at all material times comply with all the terms and conditions in this EULA and any other related agreement in particular payment to the Licensor even during the time between the deactivation and the reactivation process takes place.

5.8 Non Disclosure

YOU undertake to treat as confidential and keep secret all Confidential Information contained or embodied in the SOFTWARE and all Confidential Information conveyed to YOU under this EULA at all times even after the termination of this EULA.

In consideration of the disclosure by the Licensor to YOU of the SOFTWARE and any other information and data, and the opportunity to benefit from the Licensor's experience, YOU agree that for any maximum period as permitted by the law, not to develop, design, manufacture, or distribute the SOFTWARE or similar program, equipment or documentation for any purposes to any customers, or to assist, counsel or advise any other parties to do so. YOU warrant that the obligations contained herein shall survive the termination of this EULA.

5.9 Feedback

YOU may provide feedback or suggestions on the SOFTWARE to the Licensor. In the event YOU provide any feedback or suggestion about the SOFTWARE to the Licensor, YOU give to the Licensor or its related parties, without charge, the right to use, share and commercialize those feedback or suggestion in any way and for any purpose as well as any patent rights necessary for the products, technologies and services to use or interface with any specific

parts of the SOFTWARE that includes the feedback or suggestion. These rights accruing or accrued to the benefit of the Licensor or its related parties shall survive this Agreement.

6. NO WARRANTIES

The SOFTWARE comes on a "AS IS" basis with no warranties. This means no express, implied or statutory warranty including without limitation warranties of merchantability or fitness for a particular purpose or any warranty of title or non-infringement. The entire risk arising out of use or performance of the SOFTWARE remains with YOU.

7. TERMINATION

The Licensor may terminate this EULA, disable the SOFTWARE or cease providing the Licensor services at any time in the Licensor sole discretion. In such event, YOU must either destroy all copies of the SOFTWARE and all of its component parts or return all copies of the SOFTWARE and all of its component parts to the Licensor. The expiration or termination of this EULA (whichever is the case) shall be without prejudice to the accrued rights of the parties and any provision hereof which relates to or governs the acts of the parties hereto subsequent to such expiry or termination hereof shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination. Such expiration or termination of this EULA shall not relieve YOU of any of your obligations to the Licensor existing at the time of expiration or termination as those obligations which by their nature survive the expiration or termination of this EULA. The Licensor shall not by reason of such expiry or termination be liable to YOU for compensation or damages on account of the loss of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection therewith.

8. LIMITATION OF LIABILITY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES OR THEIR EMPLOYEES, DISTRIBUTORS, SUPPLIERS, MERCHANT PARTNERS, ADVERTISERS, DIRECTORS OR AGENTS (EACH A "PROTECTED PARTY", COLLECTIVELY "PROTECTED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR OTHER RELIEF ARISING OUT OF, OR RELATED TO, THIS EULA OR TO YOUR USE OR INABILITY TO USE THIS SOFTWARE, OR LICENSOR'S SERVICES INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, GOODWILL OR OTHER INTANGIBLE LOSSES.

9. INDEMNITY, DAMAGES AND OTHER REMEDIES

9.1 YOU shall indemnify and keep the Licensor indemnified from and against any and all loss damage or liability whether criminal or civil suffered and legal fees and costs incurred by the Licensor arising from any:

- (i) neglect or default of YOU or its agents employees licensees or customers in connection with the distribution, training and implementation of the SOFTWARE;
- (ii) damage, injury or death to any person or property or any part thereof;
- (iii) other reason so long as such loss damage liability fees or costs resulted from the SOFTWARE;
- (iv) breach of any terms or conditions under this EULA or of laws, regulations or bye-laws by YOU; or
- (v) any liability incurred to third parties or any losses sustained by the Licensor due to any use of the Intellectual Property Rights by YOU otherwise than in accordance with this EULA.

9.2 YOU hereby agree and undertake to fully and effectively and keep indemnified the Licensor as well after as before the expiry or termination hereof (whichever is the case) for and against all liability for any damages, loss, claims, demands, expenses (including legal and professional expenses), costs and liabilities which the Licensor may at any time incur as a result of any and all breaches by YOU of any provisions of this EULA.

9.3 In addition to the above remedies, YOU therefore agrees that if it ever engages in any such unauthorised use of the Intellectual Property Rights, SOFTWARE or its components, or action or inaction that threatens the goodwill or continuity of the SOFTWARE, whether during and after the expiry of this EULA, the Licensor shall be entitled in addition to any remedies authorised by the law or this EULA, both temporary and permanent injunctive relief from any court of jurisdiction.

10. SEVERABILITY

10.1 Each of the restrictions and provisions contained in this EULA and in each clause and sub-clause hereof shall be construed as independent of every other such restriction and provision to the effect that if any provision of this EULA or the application of any person, firm or company or to any circumstances shall be determined to be invalid and unenforceable then such determination shall not affect any other provision of the EULA or the application of such provision to any person, firm, company or circumstances all of which other provisions shall remain in full force and effect.

11. APPLICABLE LAW

11.1 Both parties agree that this EULA and all rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of Malaysia and the parties hereto hereby submit to the jurisdiction of the Malaysian Courts.

By me clicking the "Accept" box, I hereby agreed and consent to the above terms and conditions stated herein this EULA.