

Cyclone Robotics RPA Software End-User Licence Agreement

THIS END-USER LICENCE AGREEMENT (“**Agreement**”) is entered into on [●INSERT DATE] (“**Effective Date**”) by and between:

1. SHANGHAI CYCLONE ROBOTICS INFORMATION TECHNOLOGY CO., LTD., a company organized and existing under the laws of the People’s Republic of China, with its principal place of business at Room 801, Block B, Poly West Bund Center, No. 183 Kaibin Road, Xuhui District, Shanghai (the “**Company**”); and

2. [●insert], a company organized and existing under the laws of [●INSERT COUNTRY OF END-USER’S INCORPORATION], with its principal place of business located at [●ADDRESS] (the “**User**”),

(each a “**Party**” and collectively, the “**Parties**”).

Headings are inserted for convenience and shall not affect the interpretation of this Agreement.

1 DEFINITIONS

“**Applicable Laws**” means any statutes, laws, rules, regulations, codes and ordinances, any judicial or administrative court rulings or judgments, of any country, that are applicable to the User and/or the Company.

“**Confidential Information**” has the meaning as set forth in Clause 6.1.

“**Device**” shall have the meaning as set forth in Clause 4.1.

“**Dispute**” shall have the meaning as set forth in Clause 10.2.

“**Feedback**” shall have the meaning as set forth in Clause 3.4.

“**Intellectual Property Rights**” means all vested, contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trade marks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, get-up, database rights, in each case whether registered or unregistered, and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world, whether now known or in the future created.

“**Materials**” shall have the meaning as set forth in Clause 3.1.

“**Purposes**” means the internal use of the Software by the User, within the User’s business premises, for the development, testing, evaluation, debugging, analysis, and/or optimization (or such similar activities) of the User’s business.

“**SMC**” shall have the meaning as set forth in Clause 10.2.

“**Software**” means the list of software and development tools, including any Updates thereto (if applicable), provided by the Company to the User pursuant to the terms of this Agreement and as set out in Annex 1 hereto.

“**Term**” shall have the meaning as set forth in Clause 8.1.

“**Territory**” shall mean [●insert countries].

“**Third Party Technologies**” means software and/or hardware technologies owned or provided by a third party, which may be subject to licensing from such third party.

“**Updates**” has the meaning as set forth in Clause 4.2.

2 GRANT OF LICENCE

- 2.1 By installing the Software, the User is hereby granted a non-exclusive, revocable, non-proprietary, non-transferable, and non-sublicensable limited right and licence to access and use the Software, including its available features and/or functionalities, in the Territory solely for the Purposes and subject to this Agreement .
- 2.2 Except as expressly stated in this Clause 2, no licence or other right is granted, either directly or indirectly, by implication, estoppel or otherwise, to the User with respect to any of the Software or any of the Company’s Intellectual Property Rights. Nothing herein shall constitute a transfer, assignment or sale of the Software or any copy thereof to the User, and the Company retains all right, title, and interest in and to the Software, including any Intellectual Property Rights therein.

3 PROPRIETARY RIGHTS AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 3.1 The information and materials located or hosted on, or linked to the Company’s Software (the “**Materials**”) are protected by copyright, trademark and other forms of proprietary rights. Such Materials include, but are not limited to, any data, photographs, graphics, illustrations, designs, trademarks, trade names, service marks, product names, logos, insignias or other devices, software programmes, downloadable files, software applications, interactive features, tools, services or other information or content made available on or through the Company’s Software. The presentation and layout of the Materials is also protected by copyrights, trademarks, service marks, international treaties and other proprietary rights and laws of Singapore and other countries.
- 3.2 Unless otherwise stated, the rights, titles and interests in and to the Software and Materials are owned by, licensed to or controlled by the Company. The User shall not modify, remove or destroy any proprietary markings or confidential legends placed upon or contained within the Software and/or the Materials.
- 3.3 In the event of any third party claim that the Software or the User’s possession and use of the Software infringes any third party’s intellectual property rights, the Company, as the owner of the Software, shall be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim; provided, however, that the User shall provide the Company with such assistance as the Company may (at the Company’s cost) request in connection with such investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- 3.4 If the User provides the Company with reports of defects in the Software or propose or suggest any changes or modifications to the Software (collectively “**Feedback**”), the Company shall have the right to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into the Company’s software products and/or services, including, without limitation, the Software, without any obligation to the User.

4 USE OF THE SOFTWARE

- 4.1 The Software can only be installed, used and stored on computers and devices controlled by the User (the User’s “**Device**”) for use solely for the Purposes in the User’s business premises only. The User is entitled to access and use the Software only in accordance with this Agreement.
- 4.2 The User understands that the Software is evolving, and as a result, the Company may require the User to accept updates, patches, enhancements, bug fixes or similar updates (“**Updates**”) to the Software that the User has installed on the User’s Devices. The User acknowledges and agrees that:

- (a) the Company may update the Software with or without notifying the User, and at the Company's sole discretion provide such Updates to the User;
 - (b) to use or install the Updates, the User may be required to update third-party software from time to time in order to continue using the Software; and
 - (c) the Company is not under an obligation to provide such Updates to the User, and/or otherwise provide any maintenance or support services relating to such Updates.
- 4.3 The Software may contain Third Party Technologies or materials that are hosted by third parties. The User acknowledges and agrees that:
- (a) it is impossible for the Company to monitor, and the Company has no control over, such Third Party Technologies and/or third party materials and that the User accesses the Third Party Technologies and third party materials at the User's own risks; and
 - (b) the User is not granted any permission or licences to use or access any Third Party Technologies under this Agreement, and the User has to obtain all necessary permissions or licences from the relevant third parties to use and/or access any Third Party Technologies and/or third party materials.
- 4.4 The User further agrees and undertakes that the User shall not:
- (a) modify, adapt, translate, or prepare derivative works from the Software without the Company's prior written consent, and any modifications, adaptation or translation to, or works derived from the Software shall be the Company's sole and exclusive property;
 - (b) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software;
 - (c) use any robot, spider, Trojan horse, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Software;
 - (d) rent, lease, sub-license, reproduce, republish, transmit, distribute or make any copies of the Software, in whole or in part, in any form or media or by any means, except with the Company's prior written consent;
 - (e) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Software;
 - (f) restrict or inhibit any other user from using the Software;
 - (g) use the Software for any purpose that is unlawful or prohibited by this Agreement; and/or
 - (h) do or permit any act which is directly or indirectly likely to prejudice the Company's Intellectual Property Rights or those of any third party in relation to the User's access and use of the Software and the Materials.
- 4.5 The User shall comply with all Applicable Laws with respect to the User's access and use of the Software under this Agreement, and that the User shall be solely responsible for the use, supervision, management and control of the Software. The User's account, if applicable, is for the User's own use only. The User shall be solely responsible for maintaining the confidentiality and security of both the account and the password as well as for all acts performed through the account. The Company is in no way liable for any claims or losses related to the use or misuse of the User's password or account due to the activities of any third party outside of the Company's control, either with or without the User's knowledge, or due to the User's failure to maintain their confidentiality and security or comply with this Agreement.

5 DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITIES

- 5.1 THE USER EXPRESSLY AGREES THAT INSTALLATION, ACCESS AND USE OF THE SOFTWARE AND THE MATERIALS IS AT THE USER'S SOLE RISK, AND THE SOFTWARE AND THE MATERIALS ARE PROVIDED TO THE USER ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY HEREBY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND CONDITIONS OF WHATEVER NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USER'S ENJOYMENT, THAT THE MATERIALS AND/OR FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL MEET THE USER'S REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR DEFECTS AND/OR THAT THE MATERIALS AND DATA GENERATED BY THE SOFTWARE IS ACCURATE OR COMPLETE.
- 5.2 The User acknowledges and agrees that the Company provides no warranties and conditions of whatever nature with respect to Third Party Technologies or third party materials and/or any open-sourced software that are used or otherwise incorporated in the Software.
- 5.3 To the extent permitted by Applicable Laws, the User agrees that in no event shall the Company be liable for any loss, damage, liabilities, costs or expenses whatsoever arising out of the User's use of the Software.
- 5.4 In the event that the Software is found to have infringed a third party's Intellectual Property Rights in a court of law and an injunction has been obtained against the User's use of all or any portion of the Software, the Company may at the Company's own cost and option, either (a) replace or modify the Software so that the User's use of the Software is not subject to such injunction; or (b) procure the right for the User to continue using the Software. This foregoing Clause 5.4 shall be the User's sole and exclusive remedy with respect to any infringement by the Software of a third party's Intellectual Property Rights.
- 5.5 The Company will not be liable to the User for any liability, loss, damages, actions, claims, demands, costs, legal expenses, professional and other expenses of any nature whatsoever (including legal costs on a full indemnity basis) caused by any unauthorised access and/or use of the Software. In particular, the User acknowledges and agrees that the Company is not liable:
- (a) to the extent that the User is responsible for an act or omission that contributed to the User's loss, damage or liability;
 - (b) for any processing deficiency (in any software or system) that is caused (in whole or in part) by input data that is erroneous or inaccurate;
 - (c) for any defect or deficiency in any software, system or service that is not developed or provided by the Company under this Agreement;
 - (d) for any losses caused to the User as a result of the Software being unavailable; and
 - (e) to the extent that the Software transfers information across the Internet, for any loss, corruption or leak of information caused by such transfer.
- 5.6 The User further acknowledges and agrees that the User is responsible for all loss, damage and costs caused by viruses. It is the User's responsibility to apply whatever protective measures the User considers appropriate, including maintenance of firewall, internal network security, and virus scanning of all software installation, including the Software.

6 CONFIDENTIALITY

- 6.1 “**Confidential Information**” means any non-public business or technical information of the Company, whether in written, oral, graphical, machine-readable or other form, including but not limited to (a) the Software, (b) technical data, specifications, industrial designs, concepts, discoveries, improvements, product plans, research and development information, formulas, compilations, programs, methods, inventions, devices, systems, and techniques; (c) expansion plans, management policies and other business policies and strategies, (d) business plans and forecasts, financial data, costs, sales and revenue reports, (e) information regarding the Company’s employees, agents, representatives, consultants and independent contractors; (f) computer programs and software, computer source code, integrated computer systems and data, and internal procedures and forms; and (g) any document marked “Confidential” or “Proprietary” or “Trade Secret” (or with a similar expression), provided by the Company to the User hereunder.
- 6.2 Confidential Information does not include information that (a) is or becomes generally known to the public through no fault or breach of this Agreement by the User; (b) is known to the User at the time of disclosure without an obligation of confidentiality; (c) the User rightfully obtains from a third party without restriction on use or disclosure; or (d) is disclosed (without any further restrictions on disclosure) with the Company’s prior written approval.
- 6.3 The User shall not use the Confidential Information except as permitted herein, and shall not disclose such Confidential Information to any third party except to the User’s employees, contractors and consultants as is reasonably required in connection with the exercise of the User’s rights and obligations under this Agreement (and subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees, contractors and consultants), and at all times, the User shall be liable for the failure of the User’s employees, contractors and consultants to comply with the obligations set out in this Clause 6. The User shall take all reasonable precautions and measures to keep the Confidential Information secret and confidential during and after the Term.
- 6.4 The User may disclose Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that reasonable notice is given to the Company for the Company to contest such order or requirement, and use the User’s reasonable endeavours to obtain confidential treatment of such information by the court, agency, or body.
- 6.5 The User undertakes to notify the Company immediately upon the discovery of, or suspicion of any unauthorized use or disclosure of Confidential Information, and the User shall cooperate with the Company to prevent the further unauthorized use or disclosure of Confidential Information. In the event any unauthorized use or disclosure of Confidential Information arises as a result of the User’s negligence and/or breach of the User’s obligations under this Agreement, the User shall indemnify the Company for any loss, damage or expense suffered by the Company in relation thereto, and take all necessary actions as the Company may deem necessary to minimize the Company’s loss, damage or expenses.
- 6.6 No public release, statement or announcement concerning the subject matter of this Agreement shall be made by the User without the Company’s express written consent and approval.
- 6.7 The obligations in this Clause 6 shall survive the expiry of the Term without limit in time.

7 INDEMNITY

The User agrees to indemnify, defend and hold the Company, the Company’s related corporations/affiliates, including the Company’s and their respective successors, assigns, employees, officers, harmless from and against all claims, demands, actions, losses, damages, costs and expenses (including legal fees), arising out of, or in connection with, (a) the User’s breach of this Agreement, (b) the User’s access or use of the Software, (c) the User’s failure to comply with any Applicable Laws or regulations, and/or (d) any claim and/or allegation that any of the User’s modifications, adaptation or translation to, or works derived from, the Software,

infringe, violate and/or misappropriate any third party's Intellectual Property Rights.

8 TERM

8.1 This Agreement shall become effective on the Effective Date and shall remain in full force and effect for a period of [●insert term] unless terminated in accordance with the terms of this Agreement (the "Term").

8.2 At any time during the Term, this Agreement can be terminated:

- (a) for convenience by the mutual written agreement of the parties; and/or
- (b) [upon [●insert number of days] days written notice / with immediate notice] by the Company, in the Company's sole and absolute discretion, when the User is in breach of any of the User's obligations under this Agreement.

8.3 Upon the expiration of the Term or termination of this Agreement for any reason whatsoever:

- (a) the Company shall have the right to notify the User of the revocation of the licence granted hereunder in respect of the Software, and the User shall immediately cease use of the Software and/or Confidential Information supplied hereunder by the Company; and
- (b) any and all of the Software and Confidential Information supplied hereunder by the Company, including any copies or translations thereof, in any format, shall be immediately returned to the Company, or at the Company's option, be destroyed and/or erased from the User's Devices and any of the User's computer, communications systems and devices, and upon the Company's request, the User shall certify to the Company in writing that the User has complied with the requirements of this Clause 8.3.

9 CHANGES TO THIS AGREEMENT

The Company may, from time to time and at any time, update or revise this Agreement . Such update or revision is effective upon the Company notifying the User of the same. The User's continued access and/or use of the Software will be deemed to constitute the User's conclusive acceptance of the updated or revised Agreement. The Materials are subject to change including, without limitation, modification, deletion or replacement thereof without notice.

10 GOVERNING LAW AND JURISDICTION

10.1 This Agreement entered into with the User for the User's access or use of the Software, is governed by and shall be construed in accordance with the laws of the Republic of Singapore.

10.2 If the Parties are unable to settle any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), through negotiations within thirty (30) days, such dispute shall be submitted to the Shanghai International Economic and Trade Arbitration Commission ("**SHIAC**") for arbitration in Shanghai. Unless otherwise expressly stated herein, the arbitration shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time of the submission to arbitration. The arbitral tribunal shall consist of three (3) arbitrators; each Party shall appoint one arbitrator and the third arbitrator shall be appointed by both Parties with mutual agreement as the presiding arbitrator. If no agreement can be reached within the time period required by SHIAC, the presiding arbitrator shall be appointed by the Chairman of SHIAC. The arbitral award shall be final and binding upon both Parties.

11 GENERAL

11.1 The User represents and warrants that the User has the power and authority to accept and perform the User's obligations under this Agreement.

11.2 This Agreement is the entire agreement between the User and the Company in relation to the

User's access and use of the Software and shall supersede all previous communications (whether written, oral or otherwise), discussions or letters relating to the same.

- 11.3 If any provision of this Agreement, in whole or in part, is held to be illegal, invalid or unenforceable under any enactment or rule of law or by any court in any jurisdiction: (i) such provision or part will, to that extent, be deemed not to form part of this Agreement, but the legality, validity and enforceability of the remainder of this Agreement is not affected; and (ii) the legality, validity and enforceability of that or any other provision or part under any other jurisdiction will not be affected.
- 11.4 No delay in enforcing any provision of this Agreement will be construed to be a waiver of any rights under that provision.
- 11.5 The rights to access and use the Software is personal to the User, and the User may not transfer or assign to a third party any of the User's rights and obligations under this Agreement. The Company may freely assign, transfer or sub-contract this Agreement, in whole or in part, without the User's prior consent or prior notice to the User.
- 11.6 For the avoidance of doubt, except as expressly stated in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms of this Agreement.
- 11.7 The User agrees that no joint venture, partnership, employment, or agency relationship will exist between the User and the Company as a result of this Agreement and/or the User's access and use of the Software.
- 11.8 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing as separate counterparts. Each counterpart may be signed and executed by the Parties and transmitted by email and shall be as valid and effectual as if executed as an original.
- 11.9 The Parties agree that this Agreement may be executed by way of electronic signatures and the Parties agree that this Agreement, or any part thereof, shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record. The Parties further agree that they shall not dispute the validity, accuracy, legal effectiveness or authenticity or enforceability of this Agreement merely on the basis that this Agreement is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the Parties' agreement of any relevant matter as set out in this Agreement.

[the rest of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SIGNED by Vincent Gao, CEO

for and on behalf of

SHANGHAI CYCLONE ROBOTICS INFORMATION TECHNOLOGY CO., LTD. (Seal)

SIGNED by [●name and title]

for and on behalf of

[●name of end-user]

ANNEX 1
SOFTWARE

No.	Name	Remark
1		
2		
3		
4		