

END USER LICENCE AGREEMENT FOR SOFTWARE PACKAGE

This End User Licence Agreement For Software Package is a legally binding contract between the end user ("Licensee") and SOCIETE UNIPERSONNELLE À RESPONSABILITE LIMITEE EKINO VIETNAM ("Ekino") for Licensee to install or use Software Package of Ekino. By installing or otherwise using the Software Package, Licensee agrees to be bound by the terms and conditions of this Agreement. If Licensee does not agree, it may not install nor use the Software Package. If the purchasing company is not the end user of the Software Package, the purchasing company is required to present the terms and conditions of this Agreement to the actual end user and obtain its consent to abide by them before it starts to use the Software Package, becoming the actual Licensee of the Software Package as a result of such consent.

ARTICLE 1 - DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

"**Affiliate**" means any entity controlled by Licensee.

"**API**" means an application programming interface.

"**Agreement**" means this End User Licence Agreement For Software Package.

"**Documentation**" means the online or written user guides, specifications and manuals regarding the Software, Maintenance and Customer Support made available by us, and any updates thereto. All other documentation is excluded from the scope of this Agreement, including commercial documentation and training documentation, marketing materials and sales publications.

"**Licensee Data**" means data or information provided, entered, processed or submitted by Licensee (or by any User on Licensee's behalf).

"**Ekino Data**" means Software Package configuration and usage data, usage data, Documentation and any other information to which Licensee has access by using the Software Package provided by Ekino under the Agreement to the exception of Licensee Data.

"**Compatible Environment**" means servers, operating systems, databases and other computer applications that meet the minimum specifications for the use of the Software Package as set forth in the Documentation.

"**Scope of Use**" means the scope of use of the Software Package granted by Ekino to Licensee in return for payment of the Fee.

"**Fees**" means Licence Fees and/or Maintenance and Customer Support Fees, together with any other fees that may be due or payable under this Agreement.

"**Software Package**": includes, without limitation, computer programs, key codes (software Licence files), manuals and other associated documents, databases, fonts, input data, and any images, photographs, animations, video, voice, music, text, and applets (software linked to text and icons) embedded in the software marketed by Ekino and its associated Documentation and for which a right of use is granted to Licensee under the conditions defined herein.

"**Privacy Policy**" means the privacy policy posted on www.ekino.vn or other URL provided by Ekino.

"**Site**" means the place of installation of the Software Package. This site may be different from the site(s) in which users of the Software Package are located.

"**Excluded Territories**" means (i) Cuba, Iran, North Korea, Syria, Sudan and the territory of Crimea and Sevastopol, and (ii) any country or territory subject to sanctions by the United Kingdom, the European Union or the United States of America.

"**Users**" means the persons expressly authorized by Licensee to access and use the Software Package in accordance with the provisions of the Agreement.

"**Maintenance**" means updates, upgrades, enhanced and new functionality, patches and fixes for the Software Package that Ekino (or Reseller) may provide or make available to Licensee as more particularly set out in the Documentation.

"**Order**" means the document evidencing Licensee order in respect of the Software Package, Maintenance and/or Customer Support.

“**Reseller**” means an independent third party authorised or certified by Ekino to act as a partner or distributor of the Software Package.

1.2 Interpretation

For purposes of interpreting the Agreement, (a) the titles of the items are provided for convenience only and shall not affect its construction or interpretation; (b) the terms 'including' and 'includes' and similar expressions shall, (c) terms of a technical nature shall be construed in accordance with general usage in the software industry, (d) the use of the singular shall be deemed to include the plural and vice versa; and (e) a reference to writing or writing includes e-mail.

ARTICLE 2 – CONTENT

This agreement, hereinafter the "Agreement", defines the conditions under which Licensee is authorized to use the Software Package(s) within the limits of the rights acquired by Licensee in accordance with the terms hereof.

Installation of the Software Package on the Compatible Environment is performed under Licensee's responsibility in accordance with the instructions provided by Ekino in the Documentation. Licensee acknowledges that it is its responsibility to implement the Software Package or to enter into a contract with Ekino or such third party as Licensee deems appropriate.

ARTICLE 3 - RIGHTS OF USE

3.1 Licence Grant

Subject to Licensee's compliance with contractual terms and Ekino's receipt of the Fee to Ekino, Ekino grants Licensee and its Users a limited, non-exclusive, non-sublicensable and non-transferable right (except in the cases expressly authorized herein) of use of the Software Package: (i) solely for the own needs of Licensee and its Affiliates, (ii) for the Scope of Use defined in the Agreement and (iii) only in the form of object code. Unless otherwise agreement, the granted Licence is subject to the installation of the Software Package by Licensee on a Compatible Environment and on a location. Licensee undertakes to use the Software Package in accordance with the provisions of the Agreement as well as the prescriptions and instructions for use, safety and proper functioning contained in the Documentation. Licensee shall also immediately notify Ekino of any unauthorized use of the Software Package.

3.2 Installation

Subject to Ekino's prior written consent, Licensee may have the Software Package hosted by the service provider of its choice (“**Service provider**”), subject to compliance with the following cumulative conditions:

- The Software Package must not be installed twice (by the Service provider and by Licensee for example);
- The Service provider is not authorized to use the Software Package for its internal operating purposes, nor to grant to a third party any right to use the Software Package;
- Under its relationship with the Service provider, the Licensee may not grant more rights to Service provider than it has been granted by Ekino;
- The Licensee is responsible for any breach by its Service provider of the obligations entered into by the Licensee hereunder and undertakes to inform Ekino in writing without delay;
- Licensee agrees to implement, at its own expense, any appropriate measures that may be requested by Ekino to put an end to such breach.

3.3 Site Transfer

Licensee is authorized to transfer the installation of the Software Package from one Compatible Environment and/or Site to another as soon as the Software Package is permanently uninstalled from the previous Compatible Environment and/or if Licensee undertakes not to install the Software Package on any site other than its Site (including, in particular, the site of an Affiliate), except where applicable on a recovery environment as provided for in Article 3.4 below.

3.4 Backups and copies

Subject to applicable legal requirements or as otherwise specified by Ekino, Licensee may (i) make backup copies of the Software Package for the sole purpose of reinstalling the Software Package and (ii) subject to payment of an Additional test Licence fee (including copies of the Software Package if applicable), Licensee is authorized to make and install one copy of the Software Package for the purpose of implementing a business recovery plan. In any event, Licensee undertakes to keep a register of all copies of the Software Package and their location. Licensee undertakes to make its best efforts to avoid any unauthorized copying.

3.5 Use of the Software Package by Affiliates

The use of the Software Package by Licensee's Affiliates is permitted subject to (i) Licensee's correct payment of the Fee and compliance with the number of Authorized Users as defined in the Vietnam Legislation Licence and eTool Licence,

(ii) the provision by Licensee and on a regular basis, a specific list of Affiliates and (iii) written notification by Licensee of any changes occurring in the list of Affiliates.

3.6 Limitations

Unless previously agreed in writing by Ekino, the Licensee may not use all or part of the Software Package if such use means the provision or intention by Licensee to provide a service or functionality competing with the Software Package provided by Ekino. The same applies if the use of the Software Package by the Licensee is intended to carry out benchmarking or any other form of analysis of the Software package. Any breach of the provisions of this article by Licensee shall be deemed to be a material fault giving rise to the right to termination of the Agreement by Ekino under the conditions of the article "Termination".

3.7 Compatibility

Licensee is solely responsible for providing, maintaining and securing its network connections and telecommunications links. Accordingly, Ekino shall not be liable for any problems, delays, delivery failures, loss or damage resulting from problems with Licensee's Internet connections or telecommunications network.

3.8 Scope of use

Licensee undertakes that (i) the maximum number of Users authorized to access and use the Software Package shall not exceed the number of Users, Scope of Use that Licensee have purchased from Ekino and (ii) Users keep confidential their usernames and passwords relating to their use of the Software Package.

3.9 Modification of the Scope of Use

If Licensee wishes to increase its Scope of Use or subscribe to additional modules, products, Licensee shall pay Ekino the corresponding additional fees according to the proposal of Ekino.

3.10 Obligations of the Licensee

Licensee undertakes to:

- Collaborate with Ekino, in particular by providing Ekino with the information necessary for Ekino to perform its obligations hereunder,
- Comply with its obligations under the Agreement,
- Guarantee proper use of the Software Package (both by itself and by those of its Affiliates),
- Obtain and maintain all Licences, agreements and authorizations necessary to enable Ekino to perform its obligations under the Agreement,
- Ensure that its system and network comply with all requirements periodically notified by Ekino,
- Respect all notifications, policies and instructions relating to the Software Package provided by Ekino,
- Ensure the accuracy, quality, reliability, integrity and legality of Licensee Data and obtain the necessary consents and authorizations for Ekino to enter Licensee Data into the Software Package.

3.11 Restrictions

Licensee undertakes not to:

- Licence, rent, sell, resell, transfer, assign, distribute, display, disclose or otherwise commercially exploit or make available the Software Package to any third party,
- Decompile, attempt to decompile, recompile, disassemble, reverse engineer, copy (except as expressly permitted in the Agreement), modify or create derivative works from or from the Software Package,
- Remove any notices or notices of Ekino's intellectual property on the Software Package or Documentation,
- Use the Software Package, including through a Third Party Service, for purposes other than those for which it was designed and not use it: (a) to send spam or duplicate or unsolicited messages, in violation of applicable laws or regulations, (b) to provide fraudulent information, (c) to send or store material infringe the rights of a third party, d) to send or store material that contains viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (e) interfere with, disrupt or threaten to interfere with the integrity or performance of the Software Package or other data contained therein, or (f) for any other illegal or unlawful purpose. Licensee undertakes not to facilitate or assist any third party to carry out any of the operations described in this article.

In any event, Ekino reserves the right, without prejudice to its other rights under the Agreement, to immediately suspend the provision of Maintenance and/or Customer Support and require Licensee to uninstall the Software Package within ten (10) days of Ekino's request.

3.12 Using APIs

If the Software Package offers integration functionalities via an API, the use of the Licensee may be subject to additional costs, specific usage rules and dedicated terms and conditions (which prevail over the Agreement when the Licensee uses the API). Licensee agrees not to access or use the API in any manner that could cause harm to the Software Package or Ekino or that is in violation of applicable laws. Ekino reserves the right, in its sole discretion, to: (i) update an API, (ii)

limit the use of any API, and (iii) deny Licensee access to any API in the event of Licensee's misuse or for any legitimate reason.

3.13 Third-Party Services.

Licensee acknowledges and agrees that: (i) Ekino has not tested the Software Package for use with any particular Third-Party Service; (ii) due to using the Software Package with a Third-Party Service, there may be times when Users are unable to access and use the Software Package; (iii) the relevant Third-Party Provider is fully responsible and liable for the provision of any Third-Party Service; and (iv) if there is a conflict between this Agreement and the agreement Licensee have with the Third-Party Provider, then the provisions of the agreement Licensee have with the Third-Party Provider will apply in relation to the Third-Party Service but Licensee will still remain responsible and liable to Ekino for Licensee compliance with this Agreement.

ARTICLE 4 – MAINTENANCE, CLIENT SUPPORT AND PROFESSIONAL SERVICE

4.1 Maintenance and Customer Support.

Ekino will use reasonable endeavours to provide Maintenance and Client Support in accordance with the Documentation. Licensee shall promptly install all Maintenance that Ekino makes available to Licensee. Ekino will not be required to provide Maintenance and/or Client Support where any errors in the Software Package arise from:

- (i) Licensee failures to fulfil or comply with Licensee obligations under this Agreement; or
- (ii) any other circumstance where it is stated in the Documentation that such Maintenance and/or Client Support will not be provided.

If Ekino offers enhanced Maintenance and/or Client Support, then Licensee may purchase these services separately in accordance with our current price list.

4.2 Professional Services.

Ekino may also provide Licensee with other services, such as consulting, training or development services. Any such services or requirements are outside the scope of this Agreement and shall only be provided by Ekino subject to the terms of a separate written agreement between the parties.

Article 5 – INTELLECTUAL PROPERTY

Ekino hereby grants Licensee a personal, non-exclusive, non-assignable and non-transferable right to use the Software Package throughout the term of the Agreement and, subject to the provisions of the "Sanctions" section, worldwide. The granted Licence to Licensee is granted only for the sole purpose of allowing the Licensee to use the Software Package, to the exclusion of any other purpose.

The right to use the Software Package means the right to represent and implement the Software Package in accordance with its intended purpose, in Cloud mode or on-premise via a connection to a network of electronic communications. Unless mandatory legal provisions, the Licensee may under no circumstances make the Software Package available to a third party (other than an Affiliate) and strictly prohibits any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this text being exhaustive.

The Licence granted by Ekino to Licensee does not result in any transfer of ownership rights to Licensee. The Software Package remains the property of Ekino or its author, regardless of the form, language, medium or language used.

Licensee undertakes not to infringe, directly or indirectly, through third parties, the intellectual property rights of Ekino or the author of the Software Package.

The Ekino name, the Ekino logo and the product names associated with the Software Package are trademarks of Ekino or third parties and no right or Licence is granted to Licensee for their use.

The Software Package may integrate third-party technologies belonging to other publishers. The rights granted on these technologies are subject to compliance with various rights and obligations imposed on Licensee. In the absence of compliance with these rights and obligations, Ekino authorizes itself to take all necessary measures to put an end to the disturbances observed.

In particular, the limited Licences or "Runtimes" made available by third-party publishers, confer on the Licensee a right of use exclusively limited to the Software Package with which they were marketed.

Any use of the Software Package beyond the acquired rights constitutes a serious breach by Licensee of its obligations under the Agreement.

Licensee Data remains in any case the property of Licensee. Without prejudice to the provisions of the "Personal Data" article, Licensee grants Ekino and any subcontractors permission to use Licensee Data for the purpose of performing the Agreement.

All materials, including, but not limited to, reports, data, programs, manuals, magnetic tapes or disks, lists and other documentation, and all media, whether written or any other human- or machine-readable form, delivered to Ekino or incorporated into the Software Package by Licensee under the Agreement shall remain the intellectual and material property of Licensee. It is understood that all data generated by the use of the Software Package by the Licensee will be the intellectual and material property of the Licensee.

Licensee may, if Licensee so wishes, provide Ekino with any ideas, suggestions, recommendations or comments (hereinafter a "**Suggestion**") on the Software Package. In this event and where appropriate, Ekino reserves the right to use any Suggestion as it wishes, including for commercial purposes without this giving rise to the right to remuneration or compensation for Licensee, which the Licensee expressly accepts and acknowledges.

The Software Package may contain technologies intended to collect, anonymously, information relating to the use of the Software Package. This information relates to the devices used to access the Software Package, the frequency of use, usage patterns (collectively, "**Usage Data**"). Licensee expressly agrees that Ekino, in its sole discretion, may collect and use Usage Data to assist in maintaining and improving the Software Package.

Article 6 – CONFIDENTIALITY

The term "**Confidential Information**" means all information of one Party (hereinafter the "**Disclosing Party**") disclosed to the other Party (hereinafter the "**Receiving Party**"), whether this orally or in writing, which are designated as confidential or which it is reasonable to consider confidential having regard to the nature of the information and the circumstances in which it was disclosed. Confidential Information includes the terms of the Agreement, business and marketing plans, pricing and payment information, technical and technological information, product design and operational processes. The Software Package, Ekino Data and Licensee Data are also considered Confidential Information.

The Party receiving the Confidential Information shall take all reasonable measures, at least equivalent to those taken for the protection of its own Confidential Information and of a similar nature, to prevent any non-authorized use, disclosure or publication of the Confidential Information. Each Party shall ensure that its employees, contractors or agents have access to Confidential Information provided by the Disclosing Party only to the extent necessary to achieve the purposes of the Agreement and that they are informed of the obligation to keep such Confidential Information confidential.

The obligations of the Parties relating to the protection of Confidential Information do not apply to information that is:

- Known to the receiving Party without obligation of confidentiality at the time of their disclosure by the Disclosing Party;
- Entering the public domain without the fact being attributable to a fault of the receiving Party;
- Legitimately obtained by the Receiving Party from a third party, who by making such disclosure, does not breach any obligation of confidentiality, or developed independently by the Receiving Party;
- Disclosed by the Disclosing Party to a third party without any obligation of confidentiality.
- Disclosed pursuant to law, regulation or court decision that has become final. In this case, the responsibility of the Party having disclosed the information can only be engaged if the following conditions have not been respected:
 - o It shall have previously informed the Disclosing Party in writing of the obligation to disclose, and
 - o It will have limited disclosure to what was strictly necessary to meet its obligations.
- Disclosed by the Receiving Party with the prior written consent of the Disclosing Party.

If either Party is compelled, as a result of legal proceedings or administrative proceedings, or any other obligation provided by law, to disclose Confidential Information of the other Party, it shall use all reasonable means to obtain a treatment of such information as confidential and give prior notice to the other Party to enable it to seek means of protection.

Notwithstanding the provisions of this section, nothing in the Agreement shall be construed to limit or inhibit either Party from disclosing or using any generic knowledge, expertise or technical competence acquired by that Party in the performance of the Agreement.

The obligations of the Parties under this Article shall remain in force for the term of the Agreement plus a period of five (05) years.

Article 7 – TERMINATION

7.1. Terms of termination

In the event of a breach by one of the Parties of the obligations hereunder, not repaired within thirty (30) days from the registered letter with acknowledgment of receipt (hereinafter the "Notification") notifying the breach in question, the other Party may assert the termination of the Agreement subject to all damages to which it may claim.

7.2. Consequences of termination

The Parties acknowledge that the Agreement is binding when it is executed. The termination or expiry of the Agreement shall not give rise to the reimbursement of sums collected by Ekino.

Whatever the reason for terminating the Agreement, on the date of expiry or termination thereof, the Licensee no longer has the right, from that date, to access or use the Software Package.

Within ten (10) days from the effective date of termination or the expiry date of the Agreement, Licensee shall uninstall the Software Package (including any copy of the Software Package, if any) at its sole expense and send Ekino a written official statement by which Licensee certifies on its honour to have uninstalled the Software Package.

In addition, each Party shall, upon written request of the other Party, destroy all documents that may contain Confidential Information of the other Party and/or (to the extent legally and technically possible) erase the Confidential Information of the other Party from all computer and communication devices used by it. Notwithstanding the foregoing, each Party may retain the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

All provisions of the Agreement which are intended by their nature to survive it will remain valid after the expiration or termination of the Agreement, in particular the articles "Definitions and Interpretations", "Intellectual Property", "Termination", and "Liability".

Article 8 – GUARANTEES

Ekino warrants that the Software Package complies with its Documentation. This warranty is valid for three (3) months from the date of delivery.

In the event of non-conformity of the Software Package with the Documentation, Ekino will ensure its correction free of charge and as soon as possible, provided that the existence of any such non-conformities has been duly reported to Ekino within the warranty period.

Warranty expressly excluded are claims requested as a result of an unauthorized intervention or modification by Ekino, a handling error or use of the Software Package not in accordance with the Documentation, or as a result of a non-conformity caused by another application by Licensee.

The above warranty is limited and Ekino does not warrant the correction of all errors, the ability of the Software Package to satisfy Licensee's individual objectives, its operation in any combination other than those indicated in the Document, or its uninterrupted or free operation error.

As such, the Parties expressly exclude under the Agreement, and Licensee accepts it, the application of the legal provisions relating to the guarantee for defects or hidden defects of the Software Package.

Article 9 – GUARANTEE IN INFRINGEMENT

In the event of a claim relating to the Software Package's infringement of an intellectual property right, Ekino may, at its option and expense, either replace or modify all or any part of the Software Package, or obtain for Licensee a right of use, provided that Licensee:

- Has not breached its essential obligations hereunder, such as those stipulated in the Articles "Rights of use", "Intellectual Property", "Guarantee in infringement", "Compliance clauses" and "Sanctions";
- Has notified Ekino as soon as possible and by registered letter with acknowledgment of receipt, of the infringement action or the declaration preceding this allegation;
- Has cooperated loyally with Ekino by providing Ekino with all necessary information, information and assistance to enable Ekino to be able to defend its own interests and those of Licensee.

Licensee is prohibited from settling alone the dispute with the third party alleging an infringement. In the event of the conclusion of a transaction the amount of which is agreed between Ekino and the third-party alleging infringement, Ekino will bear the full amount to be paid to the third party that may be charged to Licensee in respect of the transaction.

If Ekino has not been able to conclude the aforementioned transaction, Ekino will assume, under its control and direction, with the assistance of Licensee, the legal defense to be opposed to the request of the third party alleging an infringement. Licensee is prohibited from conducting alone the judicial defense of the dispute brought against Licensee by the third party alleging an infringement and undertakes in this respect to call Ekino without delay in warranty.

In the event that Ekino cannot reasonably modify, replace or obtain for Licensee a Licence to use the Software Package, the Parties may mutually agree to terminate the Agreement. Ekino will then reimburse Licensee for fees paid during the last twelve (12) months of use of the Software Package.

Ekino shall have no liability in the event that the allegations related to:

- Any modification of the Software Package without the prior written consent of Ekino;
- Licensee's use of the Software Package in disregard of or violation of Ekino's instructions, including instructions given in the Documentation;
- Use of the Software Package in combination with a Third-Party Service, if the alleged infringement relates to such combination;
- Licensee's use of the Software Package upon notification by Ekino or any appropriate authority of the alleged or actual infringement.

The provisions of this Article set forth the entirety of Ekino's patent and copyright infringement obligations arising from the use of the Software Package.

Article 10 – LIABILITY

Ekino carries out its contractual obligations with all the care it uses in its profession. Under no circumstances shall Ekino be liable for:

- The consequences of Licensee's failure to comply with the advice provided by Ekino, anomalies arising from specific settings or developments not carried out by Ekino;
- The destruction or damage of files or programs belonging to Licensee;
- Indirect damages in particular commercial damage, loss of Licensees, loss of order, damage to the brand image.

In any event, should Ekino's liability be found hereunder, the compensation that maybe claimed from Ekino shall be expressly limited to the amount of the Fee excluding taxes paid by Licensee under this Agreement.

These provisions establish an allocation of risk between Ekino and the Licensee. The price reflects this distribution as well as the limitation of liability described.

In addition, the Parties expressly agree to exclude enforcement by a third party or the Licensee itself at Ekino's expense.

Article 11 – PERSONAL DATA

Ekino undertakes to process Licensee Data, including any Licensee Personal Data.

Licensee agrees and acknowledges that Ekino, for the purposes of performing the Agreement or to protect the integrity of the Software Package, may access and/or download Licensee Data on a limited basis.

Article 12 – GENERAL PROVISIONS

12.1 Compliance clauses:

The Parties undertake to comply with the Anti-Corruption Code adopted by the Havas Groups, available at the following address: <https://www.havas.com/wp-content/uploads/2025/01/anti-corruption-code.pdf> and undertakes on their behalf and their business partners, physical or legal persons, to not commit, by action or omission, facts constituting a violation of the applicable national and international anti-corruption regulations, as well as complying with all national and international standards relating to social and human rights, ethical, compliance and environmental issues (notably United Nations Global Compact, the International Charter of Human Rights, the International Labour Organization and the OECD). If a Party is found to have failed to comply with any of the obligations set forth in this Article, the other Party shall be entitled to treat the breach as a material breach of this Agreement and thus to exercise any rights or remedies it may have under this Agreement or by law.

12.2 Sanctions

Licensee hereby certifies that:

- It undertakes, for the duration of this Agreement and to the fullest extent permitted by applicable law, to conduct its business in a manner that complies with any law, regulation or standard imposing sanctions and adopted by a competent authority (including, without limitation, sanctions imposed by the U.S. Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom and the European Union);
- Neither Licensee nor any of its Affiliates is on any "excluded persons list" (or other similar list targeting by name persons subject to sanctions) despite the provisions of such laws, regulations or standards imposing sanctions,

and that neither Licensee nor any of its Affiliates belongs to or is controlled by a politically exposed person; and

- Licensee has appropriate procedures and controls in place to verify and prove its compliance with the provisions of this Article and undertakes to maintain these procedures and controls for the duration of this Agreement.

Licensee agrees not to allow Users to access or use Ekino's products and services in a manner that does not comply with any law, regulation and standard adopted by the United States of America for the purpose of imposing sanctions or restrictions on exports to the United States of America, Excluded territories. Such access or use is not authorized by Ekino and would constitute a breach of Licensee's essential obligation under the Agreement. Accordingly, in the event that Ekino becomes aware that (or reason to suspect that) Licensee (or any of its Users) accesses or uses Ekino's products and services from an Excluded Territory or authorizes or facilitates such access and use in any way, Ekino shall be entitled to suspend use of Ekino's products and services immediately, to the fullest extent that Ekino deems necessary. If necessary, Ekino undertakes to notify Licensee of such suspension and to investigate any potential breach as soon as possible.

Licensee agrees to promptly notify Ekino in writing of (i) any breach by Licensee (or a User) or any of its Affiliates of the terms of this Article and (ii) any third party would reasonably be justified in alleging that Licensee or any of its Affiliates has breached its obligations under this Article.

In the event that Ekino has reason to suspect that Licensee is accessing or using Ekino products and services in a manner inconsistent with this Article, Licensee agrees to provide Ekino with its full cooperation and assistance in answering any questions relating to the use of such Products and services and its compliance with the terms of this Article.

Licensee agrees to indemnify Ekino against any and all damages, losses, liabilities, costs and expenses (including any legal fees) payable by or incurred by Ekino or any Affiliate of Ekino due to a breach by Licensee (or a User) of the provisions of this Article.

12.3 Cession

Licensee's rights hereunder may not be assigned, leased, sold or otherwise transferred by Licensee except with Ekino's prior written consent. Any accepted assignment will be charged in the amount in effect with Ekino on the day the request is received by Ekino.

Notwithstanding the foregoing, Ekino shall be released from assigning the Agreement without Licensee's prior consent to any Ekino Group company or third party of its choice.

12.4 Partial invalidity

If any of the stipulations of the Agreement becomes null and void, it will be deemed unwritten but will not result in the nullity or nullity of the other stipulations of the Agreement. The Parties undertake to make their best efforts to replace any invalid or void stipulation by a new stipulation that comes as close as possible to the initial intention of the Parties.

12.5 Independence of the Parties

The Parties shall in no case be considered as associated with any common entity. Neither Party may, moreover, except as specifically mandated, expressly and in advance by the other Party, be considered as the representative of the other Party, in any capacity and under any procedure whatsoever.

12.6 No waiver

The failure of one of the Parties to avail itself of a right it holds under the Agreement shall not be construed in the future as a waiver of that right.

Licensee irrevocably waives any demand, claim, right or action against Ekino relating to the performance hereof that is made more than twelve (12) months after the event giving rise to it, and hereby irrevocably waives any action in any court on this basis against Ekino or any of the companies in the group to which it belongs.

12.7 Force majeure

“Force Majeure Event” shall mean all events which are beyond the control of a party, and which have a material and adverse effect on the total or partial performance by a party of its obligations under this Agreement. Such events shall include but not limited to pandemic, earthquakes, typhoons, floods, fires, wars, lockouts and strikes (not of employees, contractor's, sub-contractor of either party), riots, violence, acts of government, statutory authorities or public agencies, civil disturbances, terrorism or act of god or any other events which cannot be foreseen, prevented or controlled.

If a Force Majeure Event occurs, either party's contractual obligations affected by such Force Majeure Event shall be suspended during the period of delay caused by Force Majeure Event and the time for performance shall be automatically extended, without penalty, for a period equal to such suspension.

Upon occurrence of a Force Majeure Event, a Party affected by Force Majeure Event shall promptly inform the other Party in writing of the occurrence of such Force Majeure Event in reasonable detail. The parties shall in such case also use all reasonable endeavors to mitigate the adverse effect of such Force Majeure Event.

12.8 Reference

Ekino reserves the right to use Licensee's name as a business reference. Thus, Licensee agrees that Ekino may refer to Licensee's name, corporate name, logo or trademark on any media medium, including all Ekino Internet sites, worldwide.

Licensee may, however, inform Ekino by any written means and at any time of its refusal and/or request, if necessary, the withdrawal of the aforementioned reference.

12.9 Agreement on evidence

The computer recording by Ekino of data, elements or documents exchanged between Ekino and Licensee under the Agreement on any electronic medium retained by Ekino shall be deemed to be of integrity and shall constitute literal proof, including in court, of the date, identity of the author and the Licensee's intention to express the content.

12.10 Law and Jurisdiction

The Agreement shall be governed by and construed in according with Singapore law.

All disputes, controversies, or differences (“**Disputes**”) arising from this Agreement, its interpretation, and/or implementation shall be first amicably settled by negotiations between the Parties. Should the Parties fail to reach such amicable settlement within thirty (30 days) of the occurrence of the Disputes, the Disputes shall be submitted the Singapore International Arbitration Centre (SIAC) in accordance with the laws of Vietnam, for judgment under its arbitration rules. The language of arbitration shall be English. Arbitration award is binding on the Parties. The prevailing Party shall be entitled to all fees and costs (including reasonable attorney fees) for conducting the arbitration and enforcing the award unless otherwise decided in the arbitration award.

12.11 Notifications

All notifications required by the Agreement will be made by registered letter with acknowledgment of receipt and will be deemed validly made to the addresses indicated at the top of these present.

12.12 Order of Precedence

In the event of any conflict or inconsistency between the following documents, the order of precedence shall be: (i) these terms and conditions; (ii) Purchase Orders/Orders/Proposals/Scope of Work; and (iii) the Documentation.

12.13 Variations.

From time to time, Ekino may amend the terms of this Agreement at our sole discretion. Ekino will notify Licensee of any material changes to the terms of this Agreement. By continuing to access or use Software Package after Ekino have provided Licensee with such notice of a change, Licensee are indicating that Licensee agree to be bound by the modified terms. If the changes have a material adverse impact on and are not acceptable to Licensee, then Licensee must notify Ekino within thirty (30) days after receiving notice of the change. If Ekino cannot accommodate Licensee objection, then the prior terms shall remain in force for the duration of this Agreement.

12.14 Purchasing through a Reseller.

The following supplemental terms apply if Licensee purchase the Software, Maintenance or Customer Support through a Reseller: If Licensee places an order for the Software, Maintenance or Customer Support with a Reseller: (i) such document shall constitute an Order; and (ii) Licensee acceptance of such Order shall be an acceptance of this Agreement provided that any transactions solely between Licensee and the Reseller shall not form part of this Agreement. First line technical support for the Software Package will be provided by the Reseller, unless otherwise expressly stated in Order or Project agreement with the Reseller. Any nonpayment of fees owed to a Reseller under an Order shall amount to a material breach of this Agreement. If Licensee grants a Reseller access to Licensee Customer Data or to Licensee Software account, such access shall constitute consent to the disclosure of Licensee Customer Data to the Reseller, and Licensee will be responsible for terminating such access. If Licensee has purchased the Software, Maintenance or Customer Support from a Reseller Licensee should investigate and satisfy yourself regarding the experience, skills and qualifications of that Reseller. Any Reseller is an independent contractor and is neither appointed nor authorised by Ekino as our consultant, subcontractor or agent. Ekino does not endorse, and does not make any representation, warranty or promise regarding any Reseller and shall have no liability whatsoever for any damage, liabilities or losses caused by any Reseller.

12.15 Related agreement

The Licensee understand that by using the License, you agree to be bound by all agreements which constitute between the Licensee/Reseller and Ekino, and Licensee agrees that the agreements means every agreements linked herein include the Order of the specific Licensee/Reseller.

12.16 Licence type:

The Licensee and Reseller choose perpetual Licence:

One-time Licence fee (product only), and Annual maintenance agreement.

Article 13 – AUDIT

13.1 Technological protection measures

Licensee is informed and expressly accepts that, in accordance with the applicable legal provisions, the Software Packages include technical devices necessary for support and assistance services, and which, in particular during an Internet connection and for the Software Packages concerned, allow Licensee via a web service, either automatically or, where appropriate, at the initiative of Ekino, send Ekino information about Licensee's identification (company name, address, telephone, Siret, IP address), the identification of its Software Package (Licensee code, product code and serial number, Licence) and the context of use (number of users connected, type of application used). The information obtained by Ekino through these technical devices may also be used by Ekino in the context of the fight against counterfeiting, to identify and prevent possible illicit or non-compliant use of the Software Packages concerned.

In the event that the Software Package is equipped with such a device requiring the activation of the Licensee, the Licensee undertakes to activate this function at Ekino's request and to provide Ekino with the file containing the information described above.

Any circumvention or attempted circumvention of these technical devices is prohibited and will be sanctioned in accordance with the legal provisions in force.

13.2 Audit

Licensee agrees to provide Ekino, upon Ekino's request, with an official statement to assure the proper use of the Software Package hereunder.

Ekino also reserves the right to audit Licensee's use of the Software Package and Licensee's compliance with the Scope of Use and its obligations under the Agreement. In this case, Ekino undertakes to notify the Licensee as soon as possible prior to the audit.

In the event that Ekino decides to conduct an audit, the costs of the audit will be borne by Ekino.

However, in the event that the conclusions of the audit reveal a use that does not comply with the Scope of Use and Right of Use, the Parties agree on the following principles:

- The costs of the audit will be borne by the Licensee,
- An additional Fee will be invoiced to Licensee by Ekino, if applicable retroactively, at the public rate in effect on the date of invoice,
- A compensation of fifty-percent (50%) of the aforementioned additional Fee may be charged by Ekino to Licensee,
- Ekino reserves the right to revise the amount of the associated maintenance fee from time to time.

Licensee information collected during audit operations shall be considered confidential information and may only be used for the purposes of the audit and such adjustments as may be necessary to the exclusion of any other use by Ekino.