

## **Moaah Subscription Agreement (“MSA”)**

### **Terms and Conditions**

This Moaah Subscription Agreement (“MSA”) governs any previously executed and active Order Forms (defined below) and any future Order Forms executed by the customer identified in the applicable Order Form (“Customer”) and the Moaah company identified in that Order Form (“Moaah”). This MSA, the applicable Order Form(s), and any other incorporated terms, comprise the complete understanding between the parties on the subject matter (“Agreement”). This MSA supersedes any previously executed MSA or other master agreement(s) entered into by the parties which pertain to the Services (defined below).

#### **1. ORDERING**

##### **1.1. Ordering Services**

Subject to credit approval by Moaah and Customer’s compliance with the Agreement, Customer may access and use the subscription services offered via Moaah’s websites to the extent and for the term stated in the Order Form (“Services”). "Order Form" means an ordering document or online order page for the Services. Customer shall place “Order Form” by subscribing to the monthly subscriptions, or purchasing credits, or any other agreement with Moaah to use the Services. Customer may allow its Affiliate to order Services under the terms of this MSA only if Customer informs Moaah in writing of the specific Affiliate authorized to do so. That authorized Affiliate will be (a) deemed a “Customer” for that order only; and (b) jointly and severally liable with Customer for its use of the Services and compliance with the Agreement. “Affiliate” means an entity that Controls, is Controlled by, or is under common Control with, a party. “Control” means direct or indirect ownership of (i) more than 50% of an entity’s voting interest; or (ii) the right to receive more than fifty percent (50%) of an entity’s profits.

##### **1.2. Payment and Taxes**

Customer will pay the fees for the Services in accordance with the payment terms stated in the Order Form. Customer’s purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this MSA. Customer will pay or reimburse Moaah for all federal, state, and local taxes, including sales, use, gross receipts, VAT, levy, GST, or similar transaction taxes imposed on Customer’s purchase of Services, unless Customer provides Moaah with a valid tax exemption certificate. All taxes payable by Customer will be separately stated and exclusive of the fees. Customer will have no liability for taxes that are statutorily imposed on Moaah, including taxes or fees measured by Moaah’s net or gross income.

#### **2. RESPONSIBILITIES**

##### **2.1. Use of Services**

Moaah shall provide Customer access to the Services in accordance with the Agreement. Customer will use the Services solely for its intended purpose, and as outlined in Moaah’s service-specific

terms. Unless otherwise stated in the Agreement, only Customer-designated employees and contractors are authorized to use the Services (“Customer User”) and must be a Member when accessing Services through Moaah.com. A “Member” is an individual who signs-up to use Moaah’s services under Moaah’s user agreement, as amended by Moaah from time to time (“User Agreement”). The terms of the User Agreement are incorporated into this MSA. Customer will ensure that Customer Users comply with the User Agreement when using the Service within the scope of their employment. Customer may only use the Services for Customer’s internal use. Except as otherwise provided in the Order Form, Customer may allow its Affiliates to access and use the Services if Customer is fully liable for its Affiliates’ use of the Services and compliance with the Agreement. Notwithstanding the above, Customer may not resell, transfer access to, or otherwise monetize the Services without Moaah’s written consent. Excluding Customer Affiliates, Customer will not provide access to the Services to any third party. Customer will promptly and without undue delay notify Moaah upon learning of any unauthorized use of the Services or any other breach of security related to the Services. Customer will have access to the Customer Users’ information that it collects in connection with the Users’ access to the Moaah Services purchased by Customer. Customer may use such information only as needed for use of the Services and as expressly permitted in this MSA. Moaah may communicate to Customer Users about the Services via email, regular mail, and/or postings on the Services, including how to use the Services, customer support, integration, and compliance with the Agreement, provided that such communications comply with the terms of the DPA (defined below).

## 2.2. Provision of Services

Customer is responsible for providing Moaah with the information necessary for Moaah to provide the Services. Customer is solely responsible for the accuracy, quality and legality of such information. Moaah disclaims any and all liability for the use of third-party systems or applications residing outside Moaah’s systems.

## 2.3 No guarantee of Accuracy

Moaah provides the Data Set “as is” and make no guarantee that any Data Set is accurate or complete. Recipient shall bear full responsibility and risk as to the accuracy, completeness, usefulness, performance and results derived from any Analysis performed using the Data Sets.

For any information regarding the Regulations, Recommendations, Customs Rules, Tax rates, or any other form of data presented by Moaah, it is highly recommended that Customer seeks professional or the Customs Authorities or relevant government authorities to confirm that the information is true, accurate and/or complete.

## 2.4. No liability

Moaah has no Liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against any of them giving rise to any Liability) arising out of any injury, damages, inconvenience to individuals or property as a result of the ownership, possession, or use of any service delivered by the Company.

### 3. CONFIDENTIAL INFORMATION

#### 3.1. Definition

“Confidential Information” means any information disclosed under the Agreement that (a) if tangible, is clearly marked as “Confidential” or with a similar designation; (b) if intangible, is identified as “Confidential” by discloser at the time of disclosure and confirmed in writing to recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by recipient to be confidential (e.g. pricing, non-public Personal Data, etc.). Confidential Information does not include any portion of the information that recipient can prove (a) was rightfully known to recipient before receipt from discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of recipient; (d) was received by recipient from a third party without any confidentiality obligation; or (e) was independently developed by recipient without breach of this Section 3.

#### 3.2. Limited Use and Non-Disclosure

Recipient will (a) use Confidential Information only for the purposes of furthering the business relationship between the parties; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third party except (1) to Affiliates or employees, students, consultants, and agents who (i) have a need to know it in order to carry out their obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this MSA or (2) as required by law; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by discloser.

### 4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. As between the parties, Customer retains all ownership rights in and to Customer Personal Data (as defined in Section 1 of the DPA). Customer is not obligated to provide Moaah or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology (“Feedback”). However, if Customer does provide Feedback to Moaah, Moaah may use and modify it without any restriction or payment.

### 5. TERM AND TERMINATION

#### 5.1. Term

This MSA is effective on the date the first Order Form is executed by Customer and Moaah (“Effective Date”) and remains in effect until terminated.

#### 5.2. Termination and Suspension

Either party may terminate this MSA or an Order Form if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. Either party may terminate this Agreement immediately upon notice if the other party (i) files a voluntary petition for bankruptcy or a petition or answer seeking reorganization; (ii) has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days of the date of filing; (iii) makes an assignment for the benefit of creditors; or (iv) applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets or such a receiver, trustee or liquidator is appointed for the other party. Upon providing advance written notice to Customer, Moaah may suspend Customer's access to the Services if Customer is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Customer to remedy the breach. Any such suspension will not relieve Customer from its obligation to pay Moaah in respect of the Services. If all Order Forms under this MSA have expired or been terminated, then either party may terminate this MSA for convenience by providing written notice to the other party.

### 5.3. Effect of Termination

Termination of this MSA or an Order Form will not relieve Customer from its obligation to pay Moaah any fees stated in an Order Form, excluding termination by Customer for Moaah's uncured material breach of this MSA. If Customer terminates this MSA or an Order Form because of Moaah's uncured material breach, Moaah will refund a pro-rata share of any pre-paid fees under the applicable Order Form. Customer will notify Customer Users that their access to the applicable Services has terminated and Moaah may remove or discard all content that Customer uploaded or otherwise made available to Moaah in accordance with Moaah's DPA and policies. Termination of an Order Form does not terminate this MSA; however, termination of this MSA will result in the immediate termination of all Order Forms. The provisions of this MSA that by their nature extend beyond the termination of this MSA will survive termination.

## 6. LIMITED WARRANTY; DISCLAIMER

Moaah makes no representation or warranty about the Services, including any representation that the Services will be uninterrupted or error-free. To the fullest extent permitted under applicable law, Moaah disclaims any implied or statutory warranty, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose.

## 7. NO INDEMNITY

Notwithstanding anything to the contrary contained in this Agreement, none of the parties to this Agreement, nor their officers, directors, stockholders, employees, affiliates, attorneys, accountants or agents, shall be entitled to indemnification, express or implied, contractual or statutory, equitable or otherwise, under this Agreement.

### 7.1 NO REVERSE ENGINEERING

Customer may not, under any circumstances, reverse engineer, decompile, disassemble, hack, port, or otherwise attempt to discover the source code to the Software Product.

In the event Customer has committed such acts of reverse engineering or caused directly or indirectly third party to reverse engineer, Customer shall indemnify Moaah and compensate for the loss of profits, and/or damages caused by reverse engineering.

## 8. LIMITATION OF LIABILITY

### 8.1. Damages Waiver

To the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages. Moaah disclaims liability for any Personal Data Breach, provided that Moaah will be liable for Personal Data Breaches that result from Moaah's gross negligence or intentional misconduct.

## 9. DISPUTE RESOLUTION

The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

## 10. GOVERNING LAW

This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of Singapore.

## 11. UPDATES

Customer recognizes that Company shall have no obligation to provide Customer with updates, Error corrections, bug fixes, modifications, additions and/or enhancements to the Software at any time.

Moaah reserves its right to update the terms and conditions of this Agreement at any time. Such terms and conditions shall be effective and binding upon update of this Agreement and publication to its websites and the most up to date Agreement shall be accessible in [moaah-platform.com](http://moaah-platform.com) and [moaah.com](http://moaah.com) for Customer viewing and download.

By continuing to use the Service provided by Moaah, Customer agrees to be legally bound to the most up to date MSA as published on Moaah's websites.

