TRUECHART

END USER LICENSE AGREEMENT

IMPORTANT NOTICE: Do not download, install, or use TRUECHART products until you have carefully read and accepted the terms of this Agreement. By checking the acceptance box, downloading, installing, or otherwise using TRUECHART products, you acknowledge and agree to be bound by the terms of this Agreement. If you are accepting these terms on behalf of an employer or business entity, that entity will be deemed the "Customer" under this Agreement, and you confirm that you are duly authorized to bind that entity legally.

1. Rights and Obligations of the Customer

1.1. Agreement. This End User License Agreement ("Agreement") is entered into between the Customer and "HICO Group" (that is HICO Group AG or its subsidiaries HighCoordination GmbH and TRUECHART Private Limited) governing all access to and use of TRUECHART software, services, and SaaS offerings.

1.2. Use of TRUECHART Products. HICO Group grants the Customer a worldwide, non-exclusive, non-transferable, and non-sublicensable license to use TRUECHART products solely for the Customer's internal business purposes, subject to:

– compliance with the official documentation; and
– usage limitations, quantities, and durations set forth in the applicable order form.

Access to TRUECHART SaaS services (including TRUECHART+) is provided as a subscription service and does not transfer ownership. Use is limited to authorized users designated by the Customer. The Customer is directly responsible for compliance by any third parties granted access. Software must be activated with a valid license key or activation code provided by HICO Group or its authorized reseller.

1.3. Services. HICO Group will provide support services in accordance with its current support policy and the Customer's purchased support term. Consulting and training services may also be provided, subject to order form terms.

1.4. SaaS-Specific Terms. For TRUECHART SaaS solutions, including TRUECHART+ hosted on Kamatera infrastructure, the Customer acknowledges that:

– the service is provided on a subscription basis only;
– no ownership of software or infrastructure is transferred;
– access and availability are subject to Kamatera's standard service conditions, which are incorporated by reference and apply to hosting and infrastructure services to the extent they do not conflict with this Agreement. HICO Group will provide a hyperlink or copy of such provider terms at or before the time the Customer accepts this Agreement or the relevant order form;
– Customer Data remains the property of the Customer, while operational data required for provision of the SaaS may be processed by HICO Group in compliance with applicable data protection laws;
– for SaaS subscriptions, delivery is deemed complete upon HICO Group provisioning access credentials for the Customer's authorized users. The risk associated with SaaS access is limited to access and uptime as set out in any applicable Service Level Agreement (SLA); HICO Group's liability for SaaS availability is subject to the terms of the SLA and this Agreement. SLA terms (if any) are incorporated by reference in the applicable order form;
– acceptance of SaaS is deemed to occur upon provisioning of access credentials, first productive use, or five (5) business days after delivery of access credentials without a written objection from the Customer, whichever occurs first.

1.5. Usage Restrictions. The Customer shall not, and shall not permit others to:

– distribute, sublicense, rent, sell, lease, lend, or otherwise make available TRUECHART products or license keys, except as expressly authorized;
– copy, modify, reverse-engineer, or create derivative works from the software, except as permitted by mandatory law;
– bypass license restrictions or share licenses among multiple users;
– use TRUECHART in managed service, PaaS, or similar offerings, unless expressly agreed in writing;
– use TRUECHART in a way that infringes third-party rights or violates applicable law.

1.6. Trademarks. HICO Group grants a limited, non-exclusive, non-transferable right to use TRUECHART trademarks solely for promoting authorized use of the software. All use must comply with HICO Group's branding guidelines.

2. Warranty and Disclaimers

2.1. Software Warranty. HICO Group warrants that licensed software will materially conform to its documentation for ninety (90) days from delivery. Remedies are limited to repair, replacement, or refund, at HICO Group's discretion. Claims for material defects in physical goods are governed by the TRUECHART GTCs (Article 6).

2.2. SaaS Warranty. For SaaS services, HICO Group warrants that services will be provided with reasonable care and skill consistent with industry standards. HICO Group does not guarantee uninterrupted or error-free operation but will use commercially reasonable efforts to maintain availability.

2.3. Exclusions. Warranty does not apply to defects caused by unauthorized use, modification, or combination with non-specified third-party software or hardware.

2.4. Consulting Services Warranty. Consulting services are warranted to be performed with reasonable care and skill. Remedies are limited to re-performance or refund.

2.5. General Disclaimer. Except as expressly stated, all warranties are excluded to the maximum extent permitted by applicable law, including implied warranties of merchantability or fitness for a particular purpose.

3. Fees and Payment

The Customer agrees to pay all applicable fees under the relevant order form. Fees for SaaS are billed in advance on a recurring basis for the applicable subscription term and are non-refundable unless expressly stated. Taxes (VAT, GST, withholding) are payable by the Customer, except taxes on HICO Group's income.

For recurring subscriptions, fees are subject to an automatic annual increase of five percent (5%) effective on each renewal term, unless otherwise agreed in writing.

HICO Group may suspend SaaS access for unpaid amounts overdue by fourteen (14) days after written notice and may terminate the subscription where the default continues for thirty (30) days after written notice. Suspension does not relieve the Customer's payment obligations.

Interest on overdue amounts accrues at one percent (1%) per month or the maximum permitted by law, whichever is lower.

4. Limitation of Liability

Liability for minor negligence shall be limited to the one-time fee paid for the licensed software or to the contract value of the partial service in the course of which the damage occurred. Any other liability is excluded, except as required by applicable mandatory law, including Singapore statutory rights for death, personal injury, or fraud. Excluded damages include loss of profits, loss of data, reputational harm, or consequential damages.

5. Intellectual Property Rights

HICO Group retains all rights, title, and interest in TRUECHART products, SaaS services, and deliverables. The Customer retains ownership of Customer Data. No ownership rights are transferred to the Customer; only limited usage rights are granted.

HICO Group will defend and indemnify the Customer against third-party IP claims provided the Customer (i) gives prompt written notice, (ii) grants HICO Group sole control of the defense and settlement, and (iii) cooperates reasonably. HICO Group may, at its option, obtain the right for the Customer to continue using the product, replace or modify it, or if not commercially reasonable, terminate the license and refund a pro rata portion of prepaid fees.

6. Confidentiality and Data Protection

Each party will treat the other's confidential information as strictly confidential. Confidentiality obligations survive three (3) years after termination, or indefinitely for trade secrets.

Customer Data processed in SaaS environments will be handled in compliance with applicable data protection laws, including the Singapore PDPA and EU GDPR where applicable.

7. Term and Termination

The Agreement remains effective until all order forms expire or are terminated. SaaS subscriptions renew automatically for successive terms equal to the initial subscription term unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.

Either party may terminate for material breach not cured within thirty (30) days (ten (10) days for non-payment). Upon termination, all rights to use TRUECHART products and SaaS services cease.

8. General Provisions

- **Audit Rights:** HICO Group may audit usage for compliance, including self-audits and third-party audits with reasonable notice. If significant non-compliance is found, the Customer must cover audit costs and any fees owed.
- **Third-Party Materials:** TRUECHART may include open-source or third-party software under separate licenses.
- **Assignment:** The Customer may not assign without consent; HICO Group may assign freely, including to affiliates.
- **Compliance with Laws:** Customer must comply with export control, data protection, and applicable legal requirements.
- **Governing Law and Jurisdiction:** Governing law and jurisdiction shall be as set out in the Terms & Conditions of the HICO Group entity issuing the order form, i.e. TRUECHART Private Limited GTCs (Article 14), or HICO Group AG GTCs (Article 21), or HighCoordination GmbH GTCs (Article 15). Where an order form specifies an alternative governing law or forum applicable to the Customer, such specification shall apply.
- **Force Majeure:** Neither party is liable for delays caused by events beyond reasonable control.
- **Publicity and Advertisement:** Publicity or references shall be subject to the consent provisions set out in the applicable GTCs.
- **Non-Solicitation:** The Customer shall comply with the non-solicit obligations set forth in the applicable GTCs when applicable.
- **Entire Agreement:** This Agreement, together with applicable order forms, constitutes the complete agreement between the parties. SLA terms (if any) are incorporated by reference in the applicable order form.
- **U.S. Government End Users:** Software and documentation are considered “commercial computer software” under U.S. law and subject solely to the terms of this agreement.