



BACKBONE

18 February 2024

GENERAL LICENCE AGREEMENT

This is a licence agreement (this “Agreement”) between you and Backbone Pte. Ltd. (UEN 202300023W) (“Backbone” or “we” or “our” or “us”). This Agreement describes your rights and the conditions upon which you may use or access any of the applications, the templates or other electronic files (the “Product”) provided by Backbone. You should review the entire agreement because all of the terms are important and together create this Agreement that applies to you.

By accepting this Agreement or using or accessing the Product, you agree to all of these terms. If you do not accept and comply with these terms, you may not use or access the Product.

1. Use rights

- 1.1. **Licence:** The Product is licensed, not sold. Under this Agreement and so long as you comply with all the terms of this Agreement, we grant you non-exclusive, non-transferable and non-sublicensable right to use or access the Product:
 - 1.1.1. By the agreed number of persons;
 - 1.1.2. Over the agreed period; and
 - 1.1.3. Within the limits of the purchased credits (if any).
- 1.2. **Ownership:** Title to, and all intellectual property rights (including patents, trade mark, service mark, copyright and know-how) in the Product and any documentation published by us remain our property (or the respective licensors).
- 1.3. **Restrictions:** We reserve all rights (including but not limited to rights under intellectual property laws) not expressly granted in this Agreement. For avoidance of doubt, this Agreement does not give you any right to, and you may not:
 - 1.3.1. Unless a public practice licence is granted, use the Product on behalf of or for the benefit of anyone other than yourself (including using the Product to provide any services to another person);
 - 1.3.2. Publish, reproduce, copy (other than a permitted backup copy), rent, lease, lend or transfer the Product;
 - 1.3.3. Save the Product on a machine and allow users to access it remotely;

BACKBONE PTE. LTD.

UEN 202300023W

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- 1.3.4. Undermine the integrity of the Product or work around any technical restrictions or limitations in the Product, or attempt to do so;
 - 1.3.5. Use or misuse the Product in any way which may impair the functionality of the Product, or attempt to do so;
 - 1.3.6. Modify any formulas, functions, computational logics or programming codes in the Products, or attempt to do so;
 - 1.3.7. Reverse engineer, decompile, or disassemble the Product, or attempt to do so; and
 - 1.3.8. Use the Product for any unlawful purposes.
- 1.4. **Permitted Users:** You may permit other individuals (“Permitted Users”, individually a “Permitted User”) to access or use the Product, provided that the individual is your employee, agent, contractor or representative. If login credentials are required to access the Product, the login credentials of a Permitted User shall not be shared with other individuals or otherwise be used by more than one individual. You are responsible for any breach of the terms of this Agreement caused by any Permitted Users.
- 1.5. **Access control:** You shall implement and maintain appropriate controls to ensure that access to and usage of the Product is strictly limited to Permitted Users.
- 1.6. **Customisation Services:** We may provide customisation services for the Product (“Customisation Services”) as requested by you. These services are aimed at tailoring the Product to better fit your specific needs or preferences. All Customisation Services will be considered separate from the general licence of the Product and will require a separate engagement agreement.

2. Data and privacy

- 2.1. **Data:** When you enter or upload your data into a Product hosted by us, we do not claim ownership of that data. However, you grant us and our affiliates a free, non-exclusive, worldwide licence to use, copy, transmit, store, analyse, back up, host, reproduce, modify, publish, display, distribute, and create derivative works (including those resulting from translations, adaptations, or other changes we make so that your content works better with our services) of all data you submit to us through the Product. This includes personal data of yourself and others, and it enables you to use the Product; allows us to improve, develop, and protect our products and services; create new products or services; communicate with you; send you information we think may be of interest to you based on your marketing preferences; and disclose to third-party service providers and partners to support these purposes.

- 2.2. **Derived Data:** We may use your data to compile, use, and disclose anonymous, aggregated statistics, ensuring that no such information directly identifies or can reasonably be used to identify you or your users (the “Derived Data”). We shall own all rights, title, and interest in all of the Derived Data and all resulting products or services incorporating the Derived Data. If you, including your users, provide any suggestions, enhancement requests, recommendations, or other feedback (collectively, “Feedback”) relating to our services, all title and intellectual property rights in and to the Feedback are and shall be owned exclusively by us. To the extent that any such rights vest in you, you hereby irrevocably transfer and assign to us such rights and agree to irrevocably transfer and assign such rights to us. You retain all moral rights to your data and user-generated content, including the rights of integrity and attribution; however, you agree not to assert them against us, solely to enable us to reasonably exercise the rights granted to it under this Agreement.
- 2.3. **Privacy Policy:** Our Privacy Policy published and updated periodically on our website forms part of this Agreement. You acknowledge that you have read, understand and agree to our Privacy Policy, as it may be amended from time to time.

3. Warranty & disclaimer

- 3.1. **As-is:** The provision of, access to, and use of, the Product is on an "as is" basis and at your own risk.
- 3.2. **No warranty:** We give no warranty about the Product. Without limiting the foregoing:
- 3.2.1. We do not warrant that the Product will meet your requirements or that it will be suitable for any particular purpose. It is your sole responsibility to determine whether the Product meet your needs and are suitable for the purposes for which they are used;
- 3.2.2. We do not warrant that the Product is error free or virus free, or use of the Product will be uninterrupted; and
- 3.2.3. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including warranties of merchantability, fitness for purpose, title and non-infringement.
- 3.3. **No professional advice:** The use of the Product does not constitute the receipt of professional advice. Any content within the Product or published in relation to the Product, including any brochure, explanations, wordings, formulas, functions and computational logics, has been prepared for general informational purposes only and is not intended to be relied upon as accounting, tax, or other professional advice. Please refer to your advisors for specific advice. It is your sole responsibility to comply with all applicable accounting, tax and other laws.

3.4. **Liability exclusion:** To the maximum extent permitted by law, we exclude all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Product. If the law allows you to recover damages from us, even though this Agreement does not, you cannot recover more than you paid for the Product.

3.5. **Indemnity:** You indemnify us against all claims, costs, damage and loss arising from your breach or any of your Permitted Users' breach of any terms of this Agreement or any obligation you may have to us.

4. Fees and payments

4.1. **Fees:** You agree to pay the fees associated with the Product ("Fees") as per the terms and payment schedule agreed upon with you. Fees are non-cancellable and non-refundable once the Product is ordered.

4.2. **Taxes:** You agree to bear and pay all applicable taxes including goods and service tax and withholding tax (if any) at the prevailing rate imposed or levied on the service and our fees and other charges. You will pay us the full amount of any invoice, regardless of any deduction that you are required by law to make.

5. Termination

5.1. **Termination of licence:** The licence granted under this Agreement may be terminated upon expiry of trial period, full consumption of purchased credits, expiry of the licence period or by providing a 30-day advance notice. If the Product is hosted by us, your access to the Product will be terminated on the termination date and you should export the data stored in the Product before the termination date. We reserve the rights to discard all data, information or records, stored in the Product after one month from the termination date.

5.2. **Non-payment of fees:** In the event that we do not receive the Fees by the due date agreed, without prejudice to the any rights that may have accrued to us, we reserve the right to suspend your access to the Product, terminate this Agreement and/or revoke the licence granted under this Agreement.

5.3. **Revocation of licence:** In the event that the licence granted under this Agreement is revoked under this Agreement, you must:

5.3.1. Immediately cease all use of the Product and any derived works;

5.3.2. Delete all copies of the Product and any derived works in their possession or control. This includes, but is not limited to, digital copies stored on any and all computers, servers, and storage devices, as well as any printed materials; and

- 5.3.3. Ensure that any third parties who have been provided access to the Product or derived works under the terms of this Agreement also cease use and delete all such materials.

6. General

- 6.1. **Definitions:** In this Agreement, unless the context requires otherwise:
 - 6.1.1. words importing the singular number shall include the plural and vice versa;
 - 6.1.2. words importing any particular gender shall include all other genders;
 - 6.1.3. references to natural persons shall include bodies corporate and vice versa; and
 - 6.1.4. references in this Agreement to “including” shall mean “including without prejudice to the generality of the foregoing” and “including, but without limitation”.
- 6.2. **Changes these terms:** We reserve the right to amend these terms of use from time to time. Amendments will not be applied retrospectively. In the event of any material changes to these terms, we will endeavour to provide you with a notice of at least 30 days before the changes become effective, except in situations where immediate changes are necessary due to reasons beyond our control. This notice will be provided either via email. If you find any modified term unacceptable, you may terminate this Agreement according to this Agreement. Continued use of the Product after the effective date of any changes will constitute your acceptance of those changes.
- 6.3. **Third-party software:** We may engage third-party software, software-as-a-service (“SaaS”) or hosting services to support and enhance the Product. If you granted access to such software, SaaS platform or hosting services, you agree to adhere to the terms and conditions set forth by the third-party provider. The availability and performance of such software or SaaS depends on the third-party providers, which are beyond our control. We shall not be held responsible for any interruptions or delays of the software or SaaS or losses of data stored within the software or SaaS.
- 6.4. **Marketing:** We may wish to refer to you and the service we have performed for you when marketing our service, we may also wish to use your company logo when citing our experience in proposal documents. You agree that we may do so, as long as we do not disclose your confidential information.
- 6.5. **Entire agreement:** This Agreement and the terms of any other notices or instructions given to you in the Product or in any materials accompanying the Product, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between you and us relating to the Product and the other matters dealt with in this Agreement.

- 6.6. **Waiver:** If either party waives any breach of any terms in this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.
- 6.7. **Delays:** Neither party will be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.
- 6.8. **No third party rights:** We have no responsibility to any person other than you. Nothing in this Agreement intends to grant to any third party (including the Permitted Users) any right to enforce any term of this Agreement or confers, or purports to confer, on any third party (including the Permitted Users) any benefits under this Agreement. The application of Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore, and any re-enactment thereof, is hereby excluded.
- 6.9. **No assignment:** You may not assign or transfer any rights to any other person without our prior written consent.
- 6.10. **Governing law:** This Agreement is governed by the laws of Singapore.
- 6.11. **Severability:** If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.
- 6.12. **Notices:** Any notice given under this Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to us must be sent to hello@backbone.sg or to any other email address notified by email to you by us. Notices to you will be sent to the email address which you provided when purchasing the Product.