

## **End User License Agreement**

The following are the terms of the agreement Between **Hexasoft Development Sdn. Bhd.** (“Hexasoft”) and You or Your Organization as the Licensee (“Licensee”) of goods and services through Hexasoft. If you do not agree to these terms, you will not be able to purchase anything, so please review the terms carefully:

### **BACKGROUND.**

Hexasoft provides a collection of database, services and products that provide geographic information and other data associated with specific Internet protocol addresses. These databases in text or binary format that provides geographic information are referred to in this Agreement as “IP2Location Databases”. The computer programs used to query the “IP2Location Databases” is known as “IP2Location Softwares”. The web service used to detect the geographic information is known as “IP2Location Web Services”. “IP2Location Products” refers to any of the products “IP2Location Databases”, “IP2Location Softwares” or “IP2Location Web Services”. For the purpose of this Agreement, the term “Documentation” shall mean the applicable guides, service descriptions, technical specifications, and user manuals made available by Hexasoft.

### **GRANT OF RIGHTS.**

Hexasoft grants a non-sublicensable, non-exclusive, non-transferable right to access and use the IP2Location Products for internal Restricted Business purposes. Restricted Business purposes are limited to contents localization, fraud detection and prevention, geographic reporting, network performance enhancement and similar business purposes. You agree to use the IP2Location Products only in a manner that is consistent with applicable laws.

### **RESERVATION OF RIGHTS.**

Hexasoft retains all right, title and interest (including, without limitation, copyright and database rights) in and to the IP2Location Products and the Documentation, and to the form and content thereof. Hexasoft also reserves all rights not expressly granted to Licensee by this Agreement. No portion of the IP2Location Products may be copied, reproduced, modified, published, uploaded, posted, transmitted or distributed in any way without Hexasoft prior written permission. Neither the subscription granted to Licensee by Hexasoft hereunder nor this Agreement or any of its provisions provide Licensee with any title to or ownership rights or interest in the IP2Location Products or Documentation (or any component of either), but only a right of limited access and use as expressly set forth herein.

### **LICENSE RESTRICTIONS.**

Except as expressly permitted in this Agreement, Licensee may not, nor may Licensee permit others to:

- (a) allow anyone other than Licensee, Licensee’s employees, Licensee’s contractors or Licensee’s vendors to access the IP2Location Products, or any portion thereof, without Hexasoft’s express written permission,
- (b) use the IP2Location Products to develop a database, web service, online or similar service, or other information resource in any media for sale to, distribute to, display to or use by others,
- (c) create compilations or derivative works of the IP2Location Products,
- (d) use the IP2Location Products in any fashion that may infringe any copyright, intellectual property right, contractual right, or proprietary or property right or interest held by Hexasoft,
- (e) store in retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell, or sublicense the IP2Location Products, or any portion thereof,
- (f) remove or obscure any copyright notice or other notice or terms of use contained in the IP2Location Products,
- (g) copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the IP2Location Products

### **OWNERSHIP AND INTELLECTUAL PROPERTIES RIGHTS.**

The Licensee acknowledges that it has no rights to the IP2Location’s intellectual properties and all such rights shall belong to Hexasoft.

### **FEES.**

Hexasoft's current fee schedule for using the IP2Location Products and related services is posted on the IP2Location website (url: <http://www.ip2location.com>). Licensee shall be responsible for paying all fees associated with the use of the IP2Location Products. Except as otherwise provided in this Agreement, all fees payable by Licensee to Hexasoft pursuant to this Agreement is not refundable. Hexasoft has the rights to change

the price anytime without notice.

**CONFIDENTIALITY.**

The Licensee may have access to confidential, proprietary or trade secret information of Hexasoft, including, without limitation, the IP2Location Products and other services. The Licensee will use the Confidential Information for the purpose(s) for which it is provided. The Licensee agrees not to intentionally disclose or intentionally make available to any third party information received from Hexasoft in any form without the express written approval of Hexasoft. In particular, the Licensee agrees that it will not publish to any third party findings of any evaluation of the IP2Location Products against competitive products without the express written approval of Hexasoft. Neither party will make any public announcements concerning the other party or this Agreement. Neither party will discuss the other party or this Agreement with any third parties or representatives of the press without the other party's written approval.

**LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES WILL HEXASOFT BE LIABLE TO THE LICENSEE OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT OR RELATING TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HEXASOFT'S LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY HEXASOFT IN CONNECTION WITH THE PROVISION OF IP2LOCATION PRODUCTS UNDER THIS AGREEMENT AND LICENSEE AGREE THAT THE FOREGOING SHALL CONSTITUTE LICENSEE'S EXCLUSIVE REMEDY. THE LICENSEE HEREBY RELEASE HEXASOFT, ITS OFFICERS, EMPLOYEES AND AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

**NO WARRANTIES.**

THE IP2LOCATION PRODUCTS ARE FURNISHED ON AN "AS IS" AND "AS-AVAILABLE" BASIS. HEXASOFT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CAPABILITY OF THE IP2LOCATION PRODUCTS OR THE ACCURACY OR THE COMPLETENESS OF THE IP2LOCATION PRODUCTS. ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. HEXASOFT DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE IS FREE OF OTHER HARMFUL COMPONENTS. NEVERTHELESS, HEXASOFT SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE SITE FREE OF VIRUSES AND MALICIOUS CODE.

**TAXES AND DUTIES.**

The Licensee shall be responsible for all applicable federal, state, municipal, sales, value-added, use, excise and other taxes or duties payable in respect of this Agreement.

**TERM.**

This Agreement is effective from the date of acceptance by Hexasoft of your application for credentials to access the IP2location Products until terminated in the manner provided herein.

**TERMINATION.**

- (1) Hexasoft may terminate this Agreement, without cause and for its convenience, upon thirty (30) days' advance notice to the Licensee.
- (2) The Licensee may terminate this Agreement at any time by giving thirty (30) days advance notice to Hexasoft and removing the IP2Location Products from their system and destroying all copies of the IP2Location Products and the accompanying documentation.
- (3) Notwithstanding anything stated herein, this Agreement will result in automatic termination upon the happening of any of the following events:-

- (a) failure to renew the subscription attached to the provision of database, services and products under this Agreement; or
- (b) any unauthorized copying of the software or the accompanying documentation; or
- (c) failure to comply with the terms and conditions of this Agreement.

#### **CONSEQUENCES OF TERMINATION.**

- (1) Upon termination of this Agreement the license shall immediately cease and the Licensee shall:
  - (a) promptly cease provision of services based in whole or in part on the IP2Location Products;
  - (b) promptly cease the distribution of and/or the provision of services based on the IP2Location Products to any end-users;
  - (c) remove any incidences of the IP2Location Products.
- (2) Unless otherwise provided under this Agreement, in the event of any termination for whatever cause, no refund of monies or compensation will be paid by Hexasoft to the Licensee.
- (3) Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of Hexasoft and Licensee at the date of termination, unless waived in writing by mutual agreement of the parties.

#### **UPDATES.**

Updates to the IP2Location Products will be made available as and when commercially released at best efforts during the validity of this Agreement subject always Hexasoft shall not be obligated to provide such updates.

#### **MODIFICATION.**

Licensee hereby agrees and accepts that Hexasoft reserves the right to make changes, removals or improvements in product design, drawings, information or data format as the case may be without prior notification and any penalty, compensation or refund of monies to Licensee.

#### **COMPLIANCE WITH LAWS.**

Licensee agrees to fully comply with all applicable provisions of federal, state, and local laws, rules and regulations of the country where Licensee resides and or where the product or services is used including the laws of Malaysia, relating to any subject matter in this Agreement, and Licensee agrees to hold Hexasoft, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees, and damages resulting from failure of compliance.

#### **AUTHORITY.**

The Licensee acknowledges that it is required to complete a registration process. The Licensee certifies, represents and warrants to Hexasoft that the information that is provided on behalf of the Licensee in the registration process is true, accurate, complete, current, and that it belongs to the Licensee or the party registering on the Licensee's behalf. The Licensee certifies to Hexasoft that the individual registering on its behalf is at least 18 years old and has the legal capacity to form a binding contract under the law of Malaysia. The parties each represent and warrant to each other that each has the full right and authority to enter into, deliver and perform its obligations under this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto. It is agreed and warranted by the parties that the individuals entering into this Agreement on behalf of the respective parties are authorized to bind to such an agreement the party on whose behalf such individual has acted. No further proof of such authorization is or shall be required.

#### **ASSIGNMENT.**

The Licensee may not sublicense, assign or transfer directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of Hexasoft. Any such attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder without Hexasoft's prior written consent is void.

#### **AGREEMENT.**

This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

**AMENDMENT.**

Hexasoft may amend this Agreement at any time. Any such amendment(s) shall be binding and effective upon the earlier of (i) the date that is thirty (30) days after posting of the amended Agreement on Hexasoft's web site, or (ii) the date that Hexasoft provides notice to the Licensee of the amended Agreement pursuant to the notice provisions in this Agreement; except that changes to charges and payment terms may be made only upon thirty (30) days prior written notice to the Licensee. The Licensee may terminate this Agreement upon thirty (30) days advance notice to Hexasoft if a change is unacceptable to the Licensee. The Licensee's continued use of the IP2Location Products following notice to the Licensee of a change shall constitute the Licensee's acceptance of the change.

**NOTICES.**

Notices given under this Agreement shall be in writing and sent by (i) facsimile, e-mail, or by (ii) mail registered or certified mail, postage prepaid. Hexasoft shall direct notice to the Licensee at the facsimile number, e-mail address, or physical mailing address (collectively, "Address") the Licensee provided in the registration process. The Licensee shall direct notice to Hexasoft at the following address:

**Hexasoft Development Sdn. Bhd.**  
1-2-15 Mayang Mall Kompleks,  
Jalan Mayang Pasir 1,  
11950 Bayan Baru,  
Pulau Pinang,  
Malaysia.  
Email: sales@ip2location.com  
Fax: +(60) 46402381

Any notice sent by way of the means described in (i) above will be deemed to have been given and received on the date on which it was transmitted provided that if such notice has not been transmitted on a business day or it was not transmitted prior to 5:00 p.m. (Malaysian standard time shall be eight hours in advance of Greenwich mean time throughout the year) on the business day that it was transmitted, then it will be deemed to have been given and received on the next business day thereafter. For the purpose of this Agreement, the term "Business day" shall mean day that is not a Saturday, Sunday or public holiday or bank holiday in the state of Pulau Pinang, Malaysia.

Any notice sent by the means described in (ii) above will be deemed to have been given and received on the third business day following the date upon which it has been mailed.

Either party may change its Address for notice at anytime by giving notice to the other party of the new Address as provided in this section.

**BINDING EFFECT.**

The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective permitted assigns, legal representatives and successors in interest.

**COSTS.**

Should either party institute or participate in a legal or equitable proceeding against the other party seeking to enforce or interpret this Agreement, then each party in the proceeding shall pay their own costs, expert and professional fees, and attorney fees, including costs and fees on appeal.

**NO THIRD PARTY BENEFICIARIES.**

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

**FORCE MAJEURE.**

Neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control, provided that the party experiencing such delay promptly notifies the other party of the delay.

**GOVERNING LAW.**

This Agreement shall be treated as though it were executed in the state of Pulau Pinang, West Malaysia and shall be governed and construed in accordance with the laws of the Malaysia (without regard to conflict of law

principles) and the forum of settlement shall be in the state of Pulau Pinang, Malaysia.

**SURVIVOR OF PROVISIONS.**

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement

**SEVERABILITY.**

Should any provision of this Agreement be held void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

**FAILURE TO ENFORCE.**

The failure of Hexasoft to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

**ELECTRONIC SIGNATURES.**

BY CHECKING THE "I AGREE" CHECK BOX DISPLAYED AS PART OF THE REGISTRATION PROCESS, YOU OR THE ENTITY ON WHOSE BEHALF YOU ARE SUBMITTING AN APPLICATION FOR CREDENTIALS TO ACCESS THE IP2LOCATION PRODUCTS HEREUNDER AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT IN AN ONLINE ELECTRONIC FORMAT, WHICH (UPON ACCEPTANCE BY HEXASOFT INDICATED BY ISSUANCE OF CREDENTIALS TO ACCESS THE IP2LOCATION PRODUCTS) CONSTITUTE A LEGALLY BINDING AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THESE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, PLEASE DO NOT CHECK THE "I AGREE" CHECK BOX DISPLAYED AS PART OF THE REGISTRATION PROCESS.

VERSION 2.2