

End User License Agreement (“EULA”)

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5. Indemnification

You will defend, indemnify and hold harmless JCL and its affiliates, independent contractors, service providers, suppliers, partners, resellers, distributors and consultants, and their respective directors, officers, employees and agents (collectively, the “Company Parties”) from and against any third party claims, suits or actions and any resulting damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to:

- (a) your use of, or inability to use, the Software; or
- (b) your violation of any terms of this Agreement.

6. Limitation of Liability

IN NO EVENT SHALL ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE EXCEED THE COMPENSATION YOU HAVE PAID, IF ANY, TO JCL FOR THE SOFTWARE. Some jurisdictions do not allow the exclusion or limitation of certain damages. To the extent that those laws apply to this Agreement, the exclusions and limitations set forth above may not apply.

7. Termination

JCL may terminate this Agreement at any time, with or without cause, immediately upon notice to you. JCL may also discontinue JCL’s Services with which the Software is used, in which case this Agreement will terminate automatically without notice to you. You may terminate this Agreement by cancelling your JCL Services account opened in connection with your use of the Software and deleting all copies of the Software in your possession or control. In the event of the termination of this Agreement for any reason:

- (a) the license granted to you in this Agreement will terminate;
- (b) you must immediately cease all use of the Software and destroy or erase all copies of the Software in your possession or control; and
- (c) Sections 3 (Ownership), 4 (Disclaimers), 5 (Indemnification), 6 (Limitation of Liability), 7 (Termination), 10 (Governing Law) and 11 (General) will survive any such termination.

Further, in the event the agreement governing your use of JCL's Services with which the Software is used is terminated for any reason, this Agreement will terminate automatically without notice to you.

8. Changes to the EULA or the Software

JCL reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to you. You can review the latest version of this EULA clicking [\[LINK\]](#) or on <https://jcl.my/>. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to you or causes you to no longer be in agreement or compliance with this EULA, you may terminate this EULA in accordance with Clause 7 and must immediately uninstall the Software and destroy all copies of the Software. Your continued use of the Software following any revision to this EULA constitutes your complete and irrevocable acceptance of any and all such changes.

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9. Evaluation and Feedback

You will at your own risk and expense use reasonable efforts to provide JCL with reasonable information and feedback (including, without limitation, questions, comments, suggestions, or the like) regarding the performance, features, functionality and your overall experience using the Software ("Feedback") and will make yourself available to JCL on a reasonable basis for this purpose. You will not provide any such Feedback to any third party without JCL's prior written consent in each instance. You hereby grant to JCL an exclusive, royalty-free, irrevocable, perpetual worldwide right and license to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute any such Feedback without limitation. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including, without limitation, developing, making, marketing, distributing and selling products and services incorporating such Feedback. We will have no obligation to consider, use, return or preserve any Feedback you provide to us. Any Feedback you provide to us may or may not be treated confidentially by us, and we will have no obligation or liability to you for the use or disclosure of any Feedback. You should not expect any compensation of any kind from us with respect to your Feedback.

10. Governing Law

Unless expressly prohibited by local law, this Agreement is governed by the laws of Malaysia, without regard to any conflict of law principles to the contrary. You hereby irrevocably consent to jurisdiction of the state and federal courts located in Malaysia with respect to any proceeding regarding this Agreement or the Software. You will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement or the Software except in such courts.

11. General

(a) **Export Restrictions**

The Software is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of Malaysia, foreign agency or authority relating to the Software and your use of the Software. You agree not to transfer, export or re-export the Software and any data or information which you obtained from JCL or is the Software without a proper license under Malaysian law, restrictions and regulations.

(b) **Severability**

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with minimum modification necessary to make it legal, valid and enforceable to reflect JCL's initial intentions.

(c) **Assignment**

You may not assign or otherwise transfer this Agreement, or assign, sublicense or otherwise transfer any of your rights under this Agreement without the prior written consent of JCL, and any attempted assignment without such consent will be void. (e) Attorney's Fees. In any action or proceeding to

enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees.

(d) **Entire Agreement**

This Agreement, our Privacy Policy [<https://jcl.my/wp-content/uploads/2020/04/Personal-Data-Protection-Notice.pdf>] and Software Terms and Conditions [LINK] sets forth our entire agreement with respect to the Software and supersedes all prior and contemporaneous understandings and agreements with respect to the Software whether written or oral.

(e) Internet Connection

The Software may have the ability to connect over the Internet to transmit data and/or information to and from your computer regarding JCL's Services including, but not limited to, JCL's Services information, the country/region where you live, the status of JCL's Services etc. JCL may alter the items of such data and/or information without prior approval. JCL does not collect personally identifiable information without your permission. JCL may, however, use non personally identifiable information for statistical purposes to improve the level of service JCL provides to the users. If you agree to install the Software, any transmissions to or from the Internet will be in accordance with JCL's then-current Privacy Policy as provided in JCL's website. <https://jcl.my/>