END USER LICENSE AGREEMENT ("EULA")

Section 1. Scope and Applicability

TC ITECH has developed "**TnE**", which is an staff e-claim system, and wishes to commercialize TnE in the form of Software as a Service.

This EULA between You and TC ITECH covers Your use of TnE in the form of Software as a Service. This document also incorporates the terms of the System Business Blueprint that may apply to the TnE You acquire. Definitions of capitalized terms used in this EULA are in Section 12 (Definitions).

Section 2. Using TnE

2.1. License and Right to Use. Subject to Your prompt settlement of the subscription fee, TC ITECH grants You a non-exclusive and non-transferable right to use TnE, as acquired from an Approved Source, for Your direct benefit during the Usage Term, subject to the terms as set out in this EULA, the Subscription Service Level Agreement ("**SSLA**") and the EULA Acceptance Form (which consists of the order form) (collectively, the "**Usage Rights**").

2.2. Use by Authorized Users. You may create Authorized Users for TnE based on the number of users subscribed by you on the order form, provided that:-
(a) You shall be fully responsible for ensuring that such Authorized Users comply with this EULA and the System Business Blueprint; and
(b) You shall be liable towards TC ITECH for any breach of this EULA and/or the System Business Blueprint by such Authorized Users.
Any proposed changes to the number of Authorized Users shall be subject to prior notice of at least fourteen (14) days, and the acceptance by TC ITECH of such changes. Upon TC ITECH's acceptance, the subscription fee payable by You for the use TnE shall be adjusted accordingly based on the revised number of Authorized User.

2.3. Subscription Renewal. Usage Rights in TnE acquired on a subscription basis will have to be renewed every one (1) year (each, a "**Renewal Term**"). Your Approved Source will notify You one (1) month in advance of any Renewal Term if there are any revision to the subscription fees for the Renewal Term. Should You disagree with the revised subscription fees, you shall be required to notify the Approved Source as such, and Your subscription will then be automatically terminated at the end of the current Usage Term. Your continued usage of TnE for the Renewal Term shall be deemed as your acceptance of the revised subscription fees.

Section 3. Additional Conditions of Use

3.1. TnE Generally. Unless expressly approved by TC ITECH in writing, You shall not:-
(a) transfer, sell, sublicense, monetize or make the functionality of any TnE module available to any third party for commercial gain;
(b) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of all or any part of the TnE module(s); or
(c) use TC ITECH Content other than as part of Your permitted use of TnE.

3.2. TnE – Software as a Service. You shall not:-

(a) interfere with other customers' access to, or use of, TnE, or with its security;

(b) facilitate the attack or disruption of TnE, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots);

(c) cause an unusual spike or increase in Your use of TnE that impacts or disrupts TnE's operation; or

(d) submit any information that is not contemplated in the applicable System Business Blueprint.

3.3. Evolving TnE. TC ITECH may:-

(a) enhance or refine TnE, although in doing so, TC ITECH will not materially reduce the core functionality of TnE, except as contemplated in this Section; and

(b) perform scheduled maintenance of TnE, during which time You may experience some disruption in your access to and/or use of TnE. Whenever reasonably practicable, TC ITECH will provide You with Three (3) days advance notice of such scheduled maintenance.

You acknowledge and agree that, from time to time, TC ITECH may need to perform emergency maintenance on TnE, during which time TC ITECH may temporarily suspend Your access to, and use of, TnE without providing You advance notice.

TC ITECH may end the life of TnE, including any of its modules and/or component functionality ("**EOL**"), by providing thirty (30) days advance written notice on TC ITECH's website and/or an email notification to You. Where subscription fees have been paid for Your use of the TnE or any part thereof that becomes EOL before the expiration of Your then-current Usage Term, TC ITECH will use commercially reasonable efforts to transition You to a substantially similar platform. If TC ITECH does not have any substantially similar platform or if You do not agree with such transfer, then TC ITECH will credit You with such sum of the prepaid subscription fee in proportion with the remaining unexpired Usage Term for the TnE (or any part thereof) that has been declared EOL ("**EOL Credit**"). Such EOL Credit can be applied towards the future purchase of TC ITECH products.

3.4. Support Services. Please refer to the SSLA in respect of the applicable terms for TC ITECH's support services for TnE.

3.5. Protecting Account Access. You shall be solely responsible for the protection of Your account information, passwords and other login credentials for TnE, and shall promptly notify TC ITECH of any known or suspected unauthorized use of or access to Your account.

3.6. Use with Third Party Products. If You use TnE together with third-party products, such use shall be entirely at Your sole risk. You are responsible for complying with any third-party provider terms, including its privacy policy. TC ITECH does not provide support or guaranteed ongoing integration support for products that are not a native part of the TnE.

Section 4. Subscription Fees

4.1. Subscription Fees. In consideration of TC ITECH's grant of right to use TnE and the provision of the support services, You hereby agree to pay the subscription fees based on the agreed terms as set forth in the EULA Acceptance Form.

To the extent permitted by law, orders for the TnE subscription shall become non-cancellable upon its acceptance by TC ITECH.

If You wish to use TnE beyond Your Entitlement ("Overage"), the subscription fee will be revised accordingly in proportion to such Overage.

4.2. Implementation Costs. Where TC ITECH is required to perform any implementation services prior to your commencement of use of TnE (or any part thereof), TC ITECH shall be entitled to charge an implementation fees, based on the agreed rate and terms as set forth in **Schedule 2** of the EULA Acceptance Form.

4.3. Other services. Where TC ITECH is required to provide any additional services in relation to Your subscription and use of TnE (e.g. the training of the users) other than the agreed scope as set forth in the executed EULA Acceptance Form between the parties, TC ITECH shall be entitled to charge You based on its then current hourly or daily rates.

Section 5. Confidential Information and Use of Data
5.1. Confidentiality. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, Affiliates, and contractors who have a need to know ("**Permitted Recipients**"). Recipient:-
(a) must ensure that its Permitted Recipients are subject to similar confidentiality obligations no less restrictive than the Recipient's obligations under this EULA, and
(b) shall be liable for any breach of this Section by its Permitted Recipients.

Such nondisclosure obligations will not apply to information that:-
(i) is known by Recipient without confidentiality obligations;
(ii) is or has become public knowledge through no fault of Recipient; or
(iii) is independently developed by Recipient.
Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser.

Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2. How We Use Data. TC ITECH will process the personal data received by it in connection with Your use of the TnE in accordance with applicable privacy and data protection laws. For further detail, please visit:-
(1) https://www.tc-itech.com/privacy-policy/ for TC ITECH's Privacy Policy; and
(2) https://www.tc-itech.com/pdpa/ for TC ITECH's Notice under the Personal Data Protection Act 2010.

Section 6. Ownership
Except where agreed in writing, nothing in this EULA transfers TC ITECH's ownership in, or grants You any license to, any intellectual property rights in TnE. You may retain any ownership of Your content and TC ITECH retains ownership of TnE and TC ITECH Content. TC ITECH may use any feedback that You provide in connection with Your use of the TnE as part of its business operations.

Section 7. Indemnification
You are solely responsible for any damage caused to TC ITECH, Approved Source and/or other users of TnE as a result of Your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED TC ITECH, APPROVED SOURCE AND ITS AFFILIATES, ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE AND/OR RESULTING FROM:-
(A) YOUR VIOLATION OF ANY PROVISION OF THIS EULA; OR
(B) YOUR USE OR MISUSE OF TNE.

The provisions of this Section 7 shall continue to remain in force after termination of this EULA.

Section 8. Warranties and Representations
8.1. Performance. TC ITECH warrants that, subject to Your prompt settlement of the subscription fees:-
(a) throughout the Usage Term, TnE will substantially comply with the System Business Blueprint; and
(b) during the Usage Term, it will maintain TnE with commercially reasonable skill and care and in accordance with the SSLA.

8.2. Malicious Code. TC ITECH will use commercially reasonable efforts to ensure that TnE is free of Malicious Code.

8.3. Qualifications. Sections 8.1 and 8.2 shall not apply if TnE or the equipment on which it is authorized for use:-
(a) has been altered, except by TC ITECH or its authorized representative;
(b) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or TC ITECH's instructions;
(c) is acquired on a no charge, beta or evaluation basis; or
(d) has not been provided by an Approved Source.

Except as expressly stated in this Section, to the extent allowed by applicable law, TC ITECH expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that TnE will be secure, uninterrupted or error free.

Section 9. Liability
Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.

The maximum aggregate liability of TC ITECH under this EULA is limited to the subscription fees received by TC ITECH for the applicable TnE module for the preceding twelve (12) months in respect of the relevant module giving rise to the claim.

This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not on per incident basis.

Section 10. Termination and Suspension

10.1. Suspension. Without prejudice to any rights as may be available to it under this EULA and/or the laws, TC ITECH may immediately suspend Your Usage Rights if:-
(a) there is beach of the EULA by You; or
(b) You have failed to pay the subscription fee in accordance with the agreed terms with TC ITECH as set forth in the EULA Acceptance Form.

10.2. Termination. If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate the subscription of TnE for cause. Upon termination of the subscription:-
(a) Your license to use TnE shall be terminated, and Your access to and use of TnE shall be terminate;
(b) The SSLA shall likewise be terminated concurrently;
(c) Any and all accrued fees due to TC ITECH and/or Approved Source shall become immediately due and payable upon the termination date; and
(d) You shall destroy any and all Confidential Information within Your control.

If the subscription is terminated due to TC ITECH's material breach, TC ITECH will refund You, the prorated portion of subscription fees You have prepaid for the remaining unexpired Usage Term.

If the subscription is prematurely terminated by You for any reason other than due to TC ITECH's breach, TC ITECH shall be entitled to forfeit the subscription fee for the remaining unexpired Usage Term, and You shall not be entitled to any refund of the same.

Section 11. General Provisions

11.1. Survival. Sections 5, 6, 7, 8, 9, and any other Sections that by their nature should be deemed to survive, shall survive termination or expiration of the subscription.

11.2. Third Party Beneficiaries. This EULA does not grant any right or cause of action to any third party.

11.3. Assignment and Subcontracting. Except as set out below, neither party may assign nor novate this EULA in whole or in part without the other party's express written consent. TC ITECH may (a) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of TC ITECH, or otherwise as part of a sale or transfer of any part of its business; or (b) subcontract any performance associated with TnE to third parties, provided that such subcontract does not relieve TC ITECH of any of its obligations under this EULA.

11.4. Modifications to the EULA. TC ITECH may change this EULA or any of its components by updating this EULA on TC ITECH's website, accessible at www.tc-itech.com/eula-tne, and shall be effective immediately or from any other date as stipulated in the updated EULA.

11.5. Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. The Parties hereby agree that TC ITECH may restrict the availability of the TnE in any particular location or modify or discontinue features to comply with applicable laws and regulations and IT ITECH shall not be liable nor responsible towards You for any losses or damages that You may suffer or incur arising from this.

If You use the TnE in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction, You agree that You are the entity responsible for and to ensure compliance with such laws.

11.6. Governing Law. The EULA and any claims relating thereto shall be governed by and construed under the laws of Malaysia. All disputes will be subject to the exclusive jurisdiction of the courts located in Malaysia.

11.7. Notice. Any notice delivered by TC ITECH to You under this EULA will be delivered via email, regular mail to Your address as recorded in the EULA Acceptance form signed between the parties, or postings on www.tc-itech.com/eula/tne. Notices to TC ITECH should be sent to TC ITECH SDN BHD, 62-68, Jalan Sultan Azlan Shah, 51200 Kuala Lumpur, unless the EULA Acceptance Form specifically allows other means of notice.

11.8. Force Majeure. Except for payment obligations, neither Party shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to the acts of God, fire, action of the elements, pandemic, epidemics, war (declared or undeclared), warlike action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction over the affected party and any other causes beyond the reasonable control of either Party which makes the performance of its obligation impossible.

11.9. No Waiver. Failure by either party to enforce any right under this EULA shall not operate or be construed as a waiver of its right in respect of any subsequent breach of that same or any other provisions.

11.10. Severability. If any portion of this EULA is not enforceable, it will not affect the validity, legality and enforceability of the remaining terms.

11.11. Entire agreement. This EULA, together with the System Blueprint, the SSLA and EULA Acceptance Form, form the complete agreement between the parties with respect to the subject matter hereto and supersede all prior or contemporaneous communications, understandings or agreements (whether written or oral) between the parties.

11.12. Order of Precedence. If there is any conflict between this EULA and any System Business Blueprint expressly referenced in this EULA, the order of precedence shall be:-
(a) such System Business Blueprint;
(b) this EULA;
(c) the Subscription Service Level Agreement; then
(d) the EULA Acceptance Form.

Section 12. Anti-Bribery and Anti-Corruption

12.1. Each party represents and warrants that at all times during the term of this Agreement:-

    (a)   it is in compliance with all relevant and applicable anti-corruption and anti-bribery laws and regulations ("Applicable Anti-Corruption Laws"); and

    (b)   it shall ensure that its employees, officers and/or directors and its Affiliates as well as those acting on its behalf and under its supervision, care and management observe and comply with such Applicable Anti-Corruption Laws.

12.2. Each Party further represents and warrants that:-

    (a)   in the course of negotiation, execution and performance of this Agreement, it and its Affiliates have not made, offered or authorised any payment, undertaking, gift or any other advantage (directly or indirectly through an intermediary) to any persons including any personnel employed by the other Party or acting on its behalf where the purpose of such payment, undertaking, gift or advantage is to incite or induce such individual to perform or refrain from performing acts contrary to its legal obligations or obtain improper advantage in relation to the activities under this Agreement; and

    (b)   it and its Affiliates shall not make or offer any of the above.

12.3. Each Party agrees that breach of any of the provisions under this Clause constitutes material breach of this Agreement which entitles the non-defaulting Party to forthwith terminate this Agreement and/or enforce its rights and seek remedies available to it at law or in equity.

Section 13. Definitions

"**Affiliate**" means an entity or any entity that:-
(a)   is controlled directly or indirectly by;
(b)   controls directly or indirectly;
(c)   is under common control with such entity;
and "**control**" for the purpose of this definition shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.

"**Approved Source**" means TC ITECH or any of TC ITECH's authorized reseller for TnE.

"**Authorized User**" means any entity permitted by You to access and use TnE based on the scope of Your Entitlement as set forth in the EULA Acceptance Form.

"**TnE**" means a TC ITECH hosted software-as-a-service offering described in the System Business Blueprint.

"**Confidential Information**" means non-public proprietary information of the disclosing party ("**Discloser**") obtained by the receiving party ("**Recipient**") in connection with this EULA, which is (a) conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

"**Delivery Date**" means the date on which the TnE is made available for Your use.

"**System Business Blueprint**" means the technical specifications and usage materials officially published by TC ITECH specifying the functionalities and capabilities of the applicable TnE module. It may also include additional product related terms applicable to the TnE.

"**Entitlement**" means the specific metrics, duration, and quantity of Approved Users that You commit to acquire from TC ITECH or an Approved Source.

"**Malicious Code**" means code that is designed or intended to disable or impede the normal operation of, or provide unauthorized access to TnE.

"**TC ITECH Content**" means any content or data provided by TC ITECH to You as part of Your use of TnE and includes but not limited to guide or manual relating to the use of TnE.

"**TC ITECH**", "**we**", "**our**" or "**us**" means TC ITECH SDN BHD

"**Usage Term**" means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable TnE module.

"**You**" means the legal entity subscribing and/or using TnE, as identified as "Customer" in the EULA Acceptance Form.