

TERMS & CONDITIONS

The TERMS AND CONDITIONS will be incorporated by reference in and/or apply to the SERVICE SUBSCRIPTION AGREEMENT hereinafter refer to as Agreement issued by **ATLANTIS SYSTEMS SDN BHD (1052412-V)** hereinafter referred to as “ATLS” to the customer hereinafter referred to as Customer for maintenance services and/or telephone support services.

1. COVERED SUPPORT SERVICES

ATLS will provide support services hereinafter referred to as “Tech Support” for their software products to the Customers and its employees only. Provided the Customer is not in default under any of its agreements with ATLS; ATLS will provide first level or second level service support (as specified in the Agreement), consisting exclusively of the following items:

- a) **Telephone Consultation:** ATLS shall be available for consultation, by telephone on ATLS’s premises during the agreed Service Support period with the Customer displayed on the Quotation & Invoice provided to the Customer. No consultation or support shall be provided with respect to hardware or any other software programs that are in part or integrated with ATLS’s software unless expressly specified by ATLS in the Subscription Agreement document.
- b) **Internet Chat Consultation:** ATLS shall be available for consultation, by Internet chat on ATLS’s premises during the agreed Service Support period with the Customer displayed on the Quotation & Invoice provided to the Customer. No consultation or support shall be provided with respect to hardware or any other software programs that are in part or integrated with ATLS’s software unless expressly specified by ATLS in the Subscription Agreement document.
- c) **Email Consultation:** ATLS shall be available for consultation, by Email on ATLS’s premises during the agreed Service Support period with the Customer displayed on the Quotation & Invoice provided to the Customer. No consultation or support shall be provided with respect to hardware or any other software programs that are in part or integrated with ATLS’s software unless expressly specified by ATLS in the Subscription Agreement document.
- d) **Remote Service:** ATLS agrees to be available for review of ATLS Software and related files, provided that such ATLS Software and files are supplied on-line to ATLS by the Customer via an Internet or broadband connection complying with ATLS’s specifications, software package, and stable communication connection. Customer acknowledges that ATLS’s ability to provide “Tech Support” through remote access is dependent upon Customer’s compliance with its obligations under this section. Customer agrees that, if communication is disrupted for reasons outside ATLS’s reasonable control, including, without limitation, causes described in sections EXCLUSIONS FROM COVERAGE and/or FORCE MAJEURE, or failure or interruption of Customer’s VPN, that ATLS will use all reasonable efforts to re-commence provision of “Tech Support” once the communication disruption is resolved, and that Customer waives any claims hereunder against ATLS resulting from ATLS’s inability to provide “Tech Support” under this section COVERED SUPPORT SERVICES as a result of

Customer's non-compliance with its obligations under this section or due to communication disruption for reasons outside ATLS's reasonable control.

2. EXCLUSIONS FROM COVERAGE

- a) The maintenance and support services to be provided hereunder do not include labour or parts for repairs made necessary by damage from any cause beyond the control of ATLS, including, but not limited to, damage due to fire, wind, water, storm, riot, vandalism, war, natural disaster, burglary, power line fluctuations outside of specified norms, accident, negligence, internal hacking, malware, spyware or any other electronically damaging software or abuse not attributable to ATLS or a ATLS Service Representative.
- b) ATLS specifically excludes repair or damage as a result of servicing by personnel other than ATLS or an authorized ATLS Service Representative, repair or damage resulting from the failure of Customer to render routine attention to Covered Products. ATLS shall not provide any support necessitated by, and disclaims all damages arising in connection with, data corruption or disruption or modification of the licensed software caused by third-party software or third-party interfaces. Any repairs resulting from excluded causes or events will be performed only at Customer's request and only after Customer's approval of estimated costs to repair. The list of exclusions from coverage in this section is not exclusive; there may be other exclusions from coverage contained elsewhere in the Agreement.
- c) Software enhancements on Customers request and/or software upgrades to future software releases are covered in this software but limited as per the Service Subscription Agreement.

3. CONFIDENTIALITY

Customer expressly undertakes to retain in confidence all information and know-how received hereunder or that ATLS has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of the Agreement. Notwithstanding the above, Customer may disclose confidential information as required by governmental or judicial order, provided Customer gives ATLS prompt written notice before such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. This provision shall survive termination of the Agreement.

4. SERVICE TERMS AND TERMINATION

- a) **SERVICE TERMS:** The term of the Agreement is the term stated on the Service Proposal/Invoice as agreed upon by Customer's signature on the Service Quotation/Invoice, unless a party terminates it in accordance with the provisions of this Article. Provided ATLS has received full and complete payment as set forth on the Invoice, coverage of the Agreement for new scheduled products will begin upon the date(s) specified on such Invoice.

- b) **Renewal:** Either party may terminate the Agreement effective at the end of the then-current term by giving the other party written notice of non-renewal. Notice of nonrenewal from Customer to ATLS shall be given on or before the later to occur of the date that is (A) 7 days after the date of a Service Proposal/Invoice or (B) 30 days before the end of the then-current term. Notice of non-renewal from ATLS to Customer must be given at least 30 days before the end of the then-current term. If neither party gives the other party a timely notice of non-renewal, then this Agreement shall continue in force (subject to modifications as described in this subsection) for a successive twelvemonth term, subject to each party's rights to terminate the agreement under this Article. If ATLS sends Customer a new Service Quotation/Invoice applicable to a renewal term that includes or incorporates any changes in pricing, terms, or conditions, then the pricing, terms, and conditions stated or incorporated by reference in the new Service Quotation/Invoice shall govern during the renewal term, and shall supersede any contradictory pricing, terms, or conditions stated in the Agreement that were effective during the then-current term. If ATLS does not send the new Service Quotation/Invoice at least 15 days before the end of the then-current term, then the terms and conditions of the Agreement shall continue in force until the expiration of the 15-day notice period.
- c) **Pre-Termination:** ATLS accepts pre-termination of agreement in writing only. Pre-termination has to be made at least 30 days prior the termination of services. In the case, the Customer pre-terminates the Agreement; the Customer agrees to pay the remaining balance of the contract owed to ATLS.
- d) **Termination by ATLS for Cause and Other Remedies:** ATLS may terminate the Agreement upon: (A) a failure by Customer to pay when due any invoices (whether under the Agreement or other agreements between the parties) if Customer does not cure the breach within 14 days after written notice to Customer of the breach; or (B) any other material breach hereunder if Customer does not cure the breach within 30 days after written notice to Customer of the breach. In addition, if Customer fails to pay a charge within 7 days of the invoice date, or if Customer is otherwise in default hereunder, ATLS may suspend service under the Agreement, back-bill for service provided, and/or collect late charges at the rate that is the lesser of 1.5% (two percent) per month or the maximum rate allowable by the Malaysian law. In case of a payment default by Customer, ATLS also may accelerate any payments due from Customer under the Agreement during the term (in which case the entire amount to be paid under the Agreement shall be immediately due and payable). The remedies in this section are not exclusive, and ATLS's election of any one remedy does not preclude the exercise by ATLS of any other remedy available hereunder, or at law or in equity.