

MB ENTERPRYZE CLOUDWARE LIMITED

SOFTWARE LICENSE AGREEMENT FOR ENTERPRYZE SOFTWARE

Provided by MB Enterpryze Cloudware Limited as Master VAR.

This agreement covers:

Enterpryze software (author: MB Enterpryze Cloudware Ltd)

Master VAR: MB Enterpryze Cloudware Ltd)

IMPORTANT NOTICE TO ENTERPRYZE SOFTWARE USERS:

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE ENTERPRYZE SOFTWARE. BY SUBMITTING THE PRESCRIBED REGISTRATION FORM ON THE ENTERPRYZE MICROSITE OR BY USING THE ENTERPRYZE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS NON EXCLUSIVE, NON-TRANSFERABLE LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE ENTERPRYZE SOFTWARE.

IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, YOU MAY RETURN THE ENTERPRYZE SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND.

1. General

- 1.1 The software, documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form, including in App form and on Browser (collectively the "**Enterpryze Software**") are licensed, not sold, to you by MB Enterpryze Cloudware Limited (the "**Company**") or an Enterpryze Authorised Reseller ("**Enterpryze Authorised Reseller**") for use only under the terms of this License, and the Company reserves all rights not expressly granted to you. The rights granted herein are limited to the Company and its licensors' intellectual property rights in the Enterpryze Software and do not include any other patents or intellectual property rights.
- 1.2 The Company grants you a non-exclusive royalty free license to utilize the Enterpryze Software in the territory for your internal business operations (including back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations. You acknowledge and agree that you will not have any proprietary rights in and to the Enterpryze Software and further acknowledge and agree that the Company retains all copyrights and other proprietary rights in and to the Software.
- 1.3 The Enterpryze Software Cloud ERP in collaboration with SAP and the Company is fully commissioned in Azure Cloud in UAE exclusively for ENBD UAE and its affiliates only. Any ERP data created by you is owned by you and will be stored on the cloud in UAE.
- 1.4 Title and intellectual property rights in and to any content displayed by or accessed through the Enterpryze Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may

be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content.

- 1.5 Any application for any products and services, if any, offered by Emirates NBD Bank P.J.S.C. (“**ENBD**”) or, where applicable, any subsidiaries, affiliates, associated companies and related companies of ENBD (collectively the “**ENBD Affiliates**”) will be subject to ENBD’s or, where applicable, the applicable ENBD Affiliates’ prior acceptance and approval (which shall be at ENBD’s and, where applicable, the applicable ENBD Affiliates’ sole and absolute discretion) and on such grounds and reasons as ENBD and, where applicable, the applicable ENBD Affiliates shall so decide at their sole and absolute discretion, and if ENBD or, where applicable, the applicable ENBD Affiliates accepts such application, such products and services that are applied for shall be governed by ENBD’s or, where applicable, the applicable ENBD Affiliates’ prevailing terms and conditions relating to such products and services (as shall be prescribed by and amended by ENBD or, where applicable, the applicable ENBD Affiliate from time to time at its sole and absolute discretion and without prior notice or giving any instruction).
- 1.6 Neither ENBD nor the applicable ENBD Affiliates shall be required to give any prior notice or reason or be liable to any party if ENBD or, where applicable, the applicable ENBD Affiliates so decides, at their sole and absolute discretion, not to contact you or any such non-Customers or persons or not approve your or their application for any banking products and services that are offered by ENBD or, where applicable, an ENBD Affiliate.
- 1.7 Notwithstanding anything to the contrary, you agree and acknowledge that the Company, ENBD or, where applicable, each of the ENBD Affiliates each reserves the right, without any liability to you or any party and without giving any reason or prior notice or without having to obtain your prior consent, to remove or request for the removal of your or customers’ access to the Enterpryze Software at any of their sole and absolute discretion if you or the Customer ceases to be a customer of ENBD or, where applicable, the applicable ENBD Affiliates.

2. **Permitted License Uses and Restrictions**

- 2.1 This License allows you to download, install and use one copy of the Enterpryze Software provided to you by the Company. Depending upon the specific configuration subscribed to under this License by you, this Licence may permit multiple users to download and use the licence on multiple devices.
- 2.2 Proposed cloud ERP in collaboration with SAP & Enterpryze will be fully commissioned in Azure Cloud in UAE exclusively for ENBD UAE and its affiliates only. Any ERP data created by the customer is owned by the customer and will be stored on the cloud in UAE.
- 2.3 You may not copy, decompile, reverse engineer, disassemble, modify, create or attempt to create derivative works, or source code from the object code of the Enterpryze Software or any part thereof in any manner whatsoever, unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Enterpryze Software with an independently created computer program and you have not been provided such information, despite written request, within a reasonable period of time. Information obtained through such action may not: (i) be used for purposes other than to achieve interoperability, (ii) be given to third parties, unless this is necessary to achieve interoperability, or (iii) be used in development, creation or marketing of

programs similar to the Enterpryze Software. You shall keep exclusive possession of and control over the Enterpryze Software and maintain adequate security measures to safeguard the Enterpryze Software from unauthorised access or use by any unauthorised person.

- 2.4 You, the Customer shall not: (i) modify, adapt, translate, process, arrange or otherwise rework the Enterpryze Software or make derivative works of the Enterpryze Software, nor (ii) to reproduce the results achieved from any of these acts, unless, in each case of (i) and (ii), such acts are necessary for the rectification of defects preventing or impairing the designated use of the Enterpryze Software and Enterpryze or, where applicable, ENBD has not offered, upon notification by Customer of any such defect to Enterpryze or, where applicable, ENBD in writing, rectification within a reasonable period and subject to then current reasonable terms, conditions and price offered by ENBD or Enterpryze for performing such rectification or has not performed the rectification within a reasonable time period after having been commissioned by Customer to do so. Any unauthorised works listed in (i) or (ii) above developed by Customer, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of Enterpryze and its Affiliates (to the extent such works relate solely to the Software), and Customer hereby assigns all rights in them (including moral rights) to Enterpryze or its designated affiliates. To the extent that Intellectual Property Rights embodied therein are not eligible to be transferred by operation of the law, Enterpryze or its affiliates shall be granted exclusive rights to use to the widest extent lawfully possible;

3. Payment

- 3.1 You shall pay fees to the Company or the Enterpryze Authorised Reseller at the rates and in the manner specified in your individual subscription plan (the “**Subscription Plan**”).
- 3.2 For the avoidance of doubt, the fees set out in the Subscription Plan do not include charges for additional services which are quoted for and billed separately by the Company at the time of purchase.
- 3.3 You agree to make payment of the Company’s or the Enterpryze Authorised Reseller’s invoices in accordance with the provisions of your Subscription Plan. Such payments shall be made by cheque or electronic transfer or as the Company or the Enterpryze Authorised Reseller from time to time shall direct.
- 3.4 The Company or the Enterpryze Authorised Reseller will issue invoices in a format of its choosing which may be amended from time to time. The Company reserves the right to correct any errors in its invoices however you are not entitled to set off against any of the Company’s or the Enterpryze Authorised Reseller’s invoices any money which you may claim is owed by the Company to you.
- 3.5 You agree to notify the Company or the Enterpryze Authorised Reseller of any discrepancies in any invoice issued by the Company within 30 (thirty) days of receipt of the invoice by you. If you do not notify the Company or the Enterpryze Authorised Reseller of such discrepancies within this time period, you hereby waive your right to dispute such discrepancies.

- 3.6 If you are late in paying any of the Company's or the Enterpryze Authorised Reseller's invoices then the Company or the Enterpryze Authorised Reseller shall be entitled to sue you for all outstanding sums due and to charge you interest pursuant to the European Communities (Late Payment in Commercial Transactions) Regulations 2012.
- 3.7 Until the Company or the Enterpryze Authorised Reseller receives full payment in respect of any overdue invoices, it shall be entitled to suspend, withhold or refuse to provide the Enterpryze Software to you until all outstanding sums due to the Company or the Enterpryze Authorised Reseller are paid. The Company or the Enterpryze Authorised Reseller shall also be entitled to withdraw entirely the Enterpryze Software and any related services from you.
- 3.8 You shall not be entitled to delay or withhold any payment to the Company or the Enterpryze Authorised Reseller caused by delay arising from the non-performance or non-delivery by any third party.
- 3.9 The remedies available to the Company or the Enterpryze Authorised Reseller under this License are additional to its general rights and remedies under statute and by law.

3.10 Fees and Payment

Fees. Customer will pay all fees specified in any applicable Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Service purchased and not actual usage, (ii) payment obligations are non-cancellable, and (iii) fees paid are non-refundable. Customer is responsible for providing complete and accurate billing and contact information to Enterpryze.

Taxes. Enterpryze's fees do not include any taxes, levies, duties or similar government assessments of any nature, including, for example, value added, sales, use or Withholding Taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If Enterpryze has a legal obligation to pay or collect Taxes for which the Customer is responsible under this section, Enterpryze will invoice Customer and Customer will pay that amount unless Customer provides Enterpryze with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, Enterpryze is solely responsible for taxes assessable against it based on its income, property and employees.

Increases in Subscription Charges. The Company shall be entitled to increase the Subscription Charge from the anniversary of the Commencement Date of the Subscription Agreement by giving you the Customer written notice of the increase ("Notice of Increase") prior to such anniversary. Any price increase will be limited to a maximum of twice the percentage increase in the Retail Prices Index published by the Central Statistical Office of the local Government during the period since the previous increase (or, where there has been no previous increase, the Commencement Date). Additional price increases may be necessary in the following circumstances:

- a. Currency fluctuations. Devaluation of the local currency Versus the Euro may result in an increase in Subscription Charge which will reflect the value of the devaluation.
- b. Added or enhanced features requested by you the Customer may require additional Subscription Charges.

4. **Transfer**

- 4.1 You may not rent, lease, lend, sell, commercially exploit, assign your rights under this License or sublicense the Enterpryze Software.
- 4.2 **Updates:** If an Enterpryze Software update completely replaces (full install) a previously licensed version of the Enterpryze Software, you may not use both versions of the Enterpryze Software at the same time nor may you transfer them separately.
- 4.3 **NFR (Not for Resale) Copies, Trial Licenses or Evaluation Licenses:** Notwithstanding other sections of this License, Enterpryze Software labelled or otherwise provided to you on a promotional basis may only be used for demonstration, testing and evaluation purposes and may not be resold, licensed, sub-licensed, commercially exploited or transferred to any third party in any manner whatsoever.
- 4.4 **Academic Copies or Educational Licenses:** If the Enterpryze Software package has an academic label or if you acquired the Enterpryze Software at an academic discount, you must be an Eligible Educational End User to use the Enterpryze Software. "**Eligible Educational End Users**" means students, faculty, staff and administration staff attending and/or working at an educational institutional facility (i.e., college campus, public or private schools).
- 4.5 **Non-Governmental Associations (NGOs) or Registered Charities:** If you acquired the Enterpryze Software at an NGO or Registered Charity discount, you must be a staff member of a recognised NGO or registered charity.

5. **Consent to Use of Data and Account Security**

- 5.1 You agree that and authorise the Company, ENBD and each of the ENBD Affiliates to collect and use information, including but not limited to technical information about your mobile device, computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Enterpryze Software. The Company, ENBD and each of the ENBD Affiliates may use this information to improve the Company's, ENBD'S and each of the ENBD Affiliates' products or to provide services or technologies to you.
- 5.2 The Company will process and control any data or information collected by it in accordance with the Company's Privacy Policy (the "**Privacy Policy**"). ENBD and the ENBD Affiliates do not control any data and information once that data and information leaves the ENBD servers and, where applicable, the ENBD Affiliates servers.
- 5.3 You are entirely responsible for maintaining the confidentiality of your password and account and the Company will not be liable for any loss that you may incur as a result of any use of or access to, whether authorised or not and either with or without your knowledge, your password or account.

- 5.4 You, the Customer agree to a provision with respect to limitations on Software warranties, indemnities and liability which is consistent with the limitations on Software warranties, indemnities and liability under this License in that it does not impose any obligations or liabilities on ENBD or SAP; and
- 5.5 You, the Customer agree to enable ENBD and its licensors to perform audits with regards to the usage of the Enterpryze Software at Customer's sites.

6. **User's Obligations**

You hereby agree and covenant that you shall:

- 6.1 pay the Company's invoices as required by your Subscription Plan in relation to the Enterpryze Software and related products or services purchased by you from the Company;
- 6.2 provide accurate information to the Company to enable the Company to enhance the Enterpryze Software and notify the Company promptly if you become aware of any defects in the Enterpryze Software;
- 6.3 use best endeavours to effect and maintain adequate security measures to safeguard your account from access by an unauthorised person, through the use of passwords, login-id's, digital certificates, security devices or codes.
- 6.4 assist the Company in all material respects when the Company is making support calls;
- 6.5 not knowingly obstruct the Company from providing the Enterpryze software and related services to you and observe and deal with all reasonable requests the Company makes to you;
- 6.6 save with the prior written consent of the Company not use any trademark belonging to the Company;
- 6.7 observe and implement any advice provided by the Company in connection with the Enterpryze Software.
- 6.8 Provide the Company with 30 days' notice if you wish to end your Subscription Plan. And ensure payment of the Company's outstanding invoices has been completed

7. **Termination**

- 7.1 The Company or the Enterpryze Authorised Reseller may terminate this License immediately and without notice if:-
 - 7.1.1 You do not pay any sums due under this License on the due date in accordance with the Subscription Plan;

- 7.1.2 You are unable to pay your debts as they fall due or becomes the subject of any formal insolvency procedure (for example, receivership, liquidation, administration, voluntary arrangements or bankruptcy); or
 - 7.1.3 You are in breach of any of your material obligations under this License.
- 7.2 The Company or the Enterpryze Authorised Reseller may terminate this License by giving you seven days' notice of the Company's or the Authorised Reseller's intention to terminate the License where you have breached any provisions of this License including but not limited to the provisions relating to Payment set out in Clause 3 above.
- 7.4 Upon termination of this License, the Company or the Enterpryze Authorised Reseller will not make any refunds to you and the Company shall be entitled to payment of any outstanding amounts under the Subscription Plan up to the date of termination of this License together with any damages incurred by the Company or the Enterpryze Authorised Reseller for any breaches of this License by you.
- 7.5 Upon the termination of this License, you shall immediately cease all use of the Enterpryze Software and delete any versions of the Enterpryze Software within your power, procurement or possession and all copies, full or partial, of the Enterpryze Software.
- 7.6 Data Export and Deletion
 - a. Export and retrieval by you, the customer: during the subscription term and subject to this subscription agreement, you the customer can access your Personal Company Data (Personal Company Data is the data entered, particular to only the subscribing company in the Enterpryze application) at any time. You may export and retrieve your Personal Company Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Enterpryze and you, the customer will find a reasonable method to allow you access to Personal Company data.
 - b. Deletion: Before or within 30 (thirty) days of the expiration of the subscription agreement you the customer may request from Enterpryze to perform a final export of Personal Company data from the cloud service (which shall constitute a "return" of personal data). Enterpryze shall supply this data in a standard SAP Business One company database format. At the end of the subscription term you the customer hereby instructs Enterpryze to delete the Personal company Data remaining on servers hosting the cloud service within a reasonable time period in line with Data Protection Law (not less than 30 (thirty) and not exceeding six months) unless applicable law requires retention.
- 7.7 The Company reserves the right to terminate the License due to circumstances beyond its control. The Company will provide you with 30 days written notification of its intent to terminate your License, and provide you the option to export and retrieve your data as per 7.6

8 Indemnity

- 8.1 You agree to fully indemnify, keep indemnified, defend (at the Company's request), and hold the Company, its parent, subsidiaries, affiliates, officers and employees, harmless from any claims, demands, losses, expenses (including but not limited to

legal expenses) or liability incurred or sustained by the Company or any of its employees and agents, directly or indirectly, or made or brought by any third party due to or arising out of the following:

- 8.1.1 the provision of the Enterpryze Software to you;
 - 8.1.2 your breach of your warranty under this License;
 - 8.1.3 your fraudulent behaviour, wilful misconduct or negligence;
 - 8.1.4 any violation by you of the License or any provision therein;
 - 8.1.5 any violation by you of any Intellectual Property rights of any person or entity;
 - 8.1.6 any use or misuse by you or any third parties connected with you of your password or account;
 - 8.1.7 any content requested by you or modification of the Enterpryze Software required by you.
- 8.2 Without prejudice to the generality of the indemnity set out in Clause 8.1, you shall fully indemnify the Company or the Enterpryze Authorised Reseller in respect of any breach of licence, copyright, patent, trademark or any other applicable law or regulation caused by your use of any Intellectual Property.
- 8.3 In addition to the above and without prejudice to the provisions of clause 8.1 or 8.2 above, you hereby agree to indemnify the Company or the Enterpryze Authorised Reseller against any loss, damage, costs, expenses, claim or liability whatsoever and howsoever incurred which the Company or the Enterpryze Authorised Reseller may incur as a consequence of any breach by you of the obligations, provisions or undertakings contained in this License.

9 Warranty

- 9.1 There is no warranty for the Enterpryze Software to the extent permitted by applicable law. The Company provides the Enterpryze software “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

10 Limitation of Liability

- 10.1 To the extent not prohibited by law, in no circumstances shall the Company, ENBD or any ENBD Affiliate be liable for any direct, incidental, special, indirect or consequential loss or damage whatsoever and howsoever arising, including, without limitation, damages for loss of profits, loss of data, economic loss, business interruption or any other damages or losses, arising out, in connection with or related to your or any party’s use of, or inability to use, the Enterpryze Software, whether such liability arises in Contract or Tort. For the avoidance of doubt, you agree and acknowledge that ENBD and the ENBD Affiliates shall not be liable or responsible for any direct, incidental, special, indirect or consequential loss or damage whatsoever and howsoever arising, including, without limitation, damages for loss of profits, loss of data, economic loss, business interruption or any other damages or losses, arising out, in connection with or related to your or any party’s use of, or inability to use, the Enterpryze Software, whether such liability arises in contract or tort.

- 10.2 In addition, you agree and acknowledge that the Company, ENBD and the ENBD Affiliates shall not be liable or responsible for any claim, cost, demand action, proceeding, damage, liability, loss or expense which may be made against you, the Customer or any party or which you, the Customer or any party shall incur or suffer howsoever caused including, inter alia, arising from or in connection with:-
- c. Any late receipt of files from the Company's third party data providers or agents through whom any file has been transmitted.
 - d. Any refusal or failure by the Company's third party data providers or agents to relay the files or data for any reason or by reason of an order of court or notice, request, directive or order issued pursuant to any statute, regulation, bye-law (whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the notice, request, directive or order is addressed);
 - e. any loss or damage caused by equipment, software, Internet browser providers or by the internet service providers or their agents or sub-contractors;
 - f. the installation, maintenance or operation of software or its servers;
 - g. any computer or system virus interferences, "trojan horses" or other harmful components that may interfere with any software, the connecting software, the web browser or the Company's, the Company's third party data providers or agents, your, the Customer's or the internet service provider's computer system or servers and/or that may compromise the security and authenticity of the connection and the integrity of the data, the information and the transactional data;
 - h. any inability to connect to the servers of the Company's third party data providers or agents or any breakdown or malfunction of any of the software or equipment used in connection with transmission of data, whether belonging to the Company or any party or you or the Customer or otherwise, including, but not limited to, any electronic terminal, telecommunication device;
 - i. any loss, theft, or use (whether actual, purported, authorised or unauthorised) of any password and login-ID or any data;
 - j. any destruction or alteration or error in transmission of or error in any other instructions, data or information transmitted by the Company, its data providers or third party agents;
 - k. any unauthorised instructions or data or any instructions or data that are garbled, inaccurate or incomplete that the Company receives from its data providers or third party agents and Customers or that the Company's data providers or third party agents receives;
 - l. any delay in delivery or non-delivery of any data;
 - m. any delay or refusal or inability to comply with the instructions received or to provide any data for any reasons whatsoever;
 - n. the installation, maintenance or use of connecting software to connect to any servers of any party.

10.3 You further agree and acknowledge that:-

- a. ENBD and the ENBD Affiliates are not liable or responsible in any manner whatsoever (including, without limitation, for any claim, cost, demand action, proceeding, damage, liability, loss or expense which may be made against you or the Customer or which you or the Customer shall incur or suffer howsoever caused or for the security, accuracy, confidentiality, adequacy or completeness of the data or information) in connection with any data or information immediately after it has left ENBD's or, where applicable, the ENBD Affiliates servers; and

- b. the Company, ENBD and the ENBD Affiliates does not warrant the security or confidentiality of any information transmitted through any electronic media or electronic mediums including, without limitation, the Internet, network system or such other equivalent system in any jurisdiction via ENBD's or any party's network or any servers, systems or portals of ENBD, the ENBD Affiliates or any party or the Company's servers or the Company's systems or the Company's portals.

11 Severability

- 11.1 If for any reason any provision, or portion thereof, is deemed to be unenforceable by the Courts, the remainder of this License shall continue in full force and effect.

12 Complete Software Licence Agreement and Governing Language

- 12.1 This License constitutes the entire Licence agreement between the parties with respect to the use of the Enterpryze Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by the Company.
- 12.2 Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern and be applicable.

13 Confidentiality

- 13.1 Both parties agree to keep confidential all information concerning the other party's business or its ideas, products, trade secrets, processes, customers or services that could be considered confidential or propriety information.
- 13.2 Confidential information is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret nature, including, without limitation, any information relating to or concerning the price or pricing structure of the Enterpryze Software, which is furnished or disclosed to the other party. Confidential information will remain the property of the other party and the receiving party will not acquire any rights to that confidential information.
 - 13.2.1 the Customer shall treat ENBD's and the ENBD Affiliates' confidential information, including the Software, in a manner that is at least as protective to ENBD and the ENBD Affiliates as the rights and restrictions set forth in this License ;

14 Force Majeure

- 14.1 The obligations of each party under this License shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control including (insofar as beyond such control

but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this License.

14.2 In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause, and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than 6 months either party may terminate this License on 30 days' notice.

15. Freedom to Contract

15.1 The parties declare that they each have the right, power and authority and have taken all action necessary steps to execute and deliver and to exercise their rights and perform their obligations under this License.

16. Waiver

16.1 The failure of the Company or the Enterpryze Authorised Reseller to exercise or enforce any right under this License shall not be deemed to be a waiver of that right, nor operate to bar the exercise or enforcement of it at any time or times thereafter.

17. No Assignment

17.1 You shall not assign any of your obligations under this License, in whole or in part, either voluntarily or by operation of law, and any attempt by you to assign this License shall be a material breach of this License pursuant to clause 7 above and any such purported assignment shall be null and void.

18. Governing Law and Jurisdiction

18.1 This License shall be governed by and construed in accordance with the laws of The United Arab Emirates.

18.2 The Dubai Courts shall have exclusive jurisdiction to deal with any dispute arising out of or in connection with this License.

19. Content

19.1 You understand and acknowledge that the Company, ENBD or ENBD affiliates have no obligation to monitor the content posted or transmitted from your account and you bear sole responsibility for your content.

19.2 You are solely responsible for complying with all laws and legal obligations associated with your content including but not limited to any IPR.

19.3 By posting any content through the Software, you grant The Company an irrevocable licence to use, monitor, modify, reproduce, distribute or publish that content as necessary to provide the Services and maintain the Software.

19.4 You agree not to use the Services or Software:

- a. to display, upload or promote obscene, indecent, pornographic or sexually explicit activities or content;
- b. to promote abusive, threatening, hateful, harmful, harassing, libellous or violent behaviour;
- c. to promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- d. to promote illegal activities or violate applicable laws;
- e. to violate the intellectual property rights of third parties;
- f. in a manner that has the potential to interfere with the use, enjoyment, deployment or operation of the service by others.
- g. to post, store or transmit any content that violates any law, contract or fiduciary relationship; contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of computer software, hardware or electronic device; poses or creates a privacy or security risk to any person; constitutes unsolicited or unauthorised advertising or promotional materials or is otherwise objectionable in The Company's sole judgment;
- h. to harvest or solicit personal data, information or metadata for the purpose of sending unsolicited communications for commercial purposes; or
- i. to modify, adapt or hack the Services or Software or to otherwise attempt to gain unauthorised access to the Software or its related systems, networks or websites.

19.5 The Company reserves the right to display advertising to customers and end users of any Basic module while accessing the Services. From time to time we may offer variations of the Basic module as part of a promotion or to customers of select partner organisations.

19.6 From time to time the Services may link to third party products, applications, websites or services ("Third Party Services"). If you decide to access or enable third party services, your access and use of such third party services is governed solely by the terms and conditions of such third party services. This includes external services for processing payment. You may be required to register or log into Third Party Services. By enabling the use of Third Party Services you are expressly permitting us to disclose your account credentials as well as any necessary content to facilitate the use of such Third Party Services.

19.7 The Company reserves the right to charge separately for information retrieval and/or for cloud data storage at reasonable rates.