

IMPORTANT PLEASE READ CAREFULLY:

This End User License Agreement constitutes a valid and binding agreement between Telme (S) Pte Ltd (“Telme”) and You, as a user, for the use of this software known as “**Telme Woip2 Software**” and all other services available on or through the Telme Woip2 Software.

You must enter into this Agreement by clicking on the ACCEPT button in order to be able to install and use the Telme Woip2 Software. Furthermore, by installing and using the Telme Woip2 Software You agree to be bound by the terms of this Agreement [and any other terms and conditions available on or through the Telme website, as may be applicable].

You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by Telme to show Your approval of any foregoing texts and/or to download and install the Telme Woip2 Software, You are entering into a legal binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Telme Woip2 Software. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

If You are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this agreement according to age and You are under such a jurisdiction and under such age limit, You may not enter into this Agreement and download, install or use the Telme Woip2 Software. Furthermore, if You are residing in a jurisdiction where it is forbidden by law to offer or use software for internet telephony, You may not enter into this Agreement and You may not download, install or use the Telme Woip2 Software. By entering into this Agreement You explicitly state that You have verified in Your own jurisdiction if Your use of the Telme Woip2 Software is allowed.

Article 1. Definitions

In this Agreement the following capitalized definitions are being used, singular as well as plural.

1.1 Affiliate: any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, Telme. For the purpose of this definition, the word



“control” shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

1.2 Agreement: this End User License Agreement, as may be renewed, modified and/or amended from time to time.

1.3 API: application program interface that is included in or linked to the Telme Woip2 Software.

1.4 Documentation: any online or otherwise enclosed documentation provided by Telme Woip2.

1.5 Effective Date: the date on which this Agreement is entered into by clicking on the ACCEPT button as stated above or by downloading, installing and using the Telme Woip2 Software.

1.6 IP Rights: any and all intellectual property rights, including but not limited to copyrights, trademarks and patents, as well as know how and trade secrets contained in or relating to the Telme Woip2 Software, the Documentation, the Telme Woip2 Website or the Telme Woip2 Promotional Materials.

1.7 Telme Woip2: A trademark of Telme (S) Pte Ltd, a company established under the laws of Singapore.

1.8 Telme Woip2 Promotional Materials: any and all names, signs, logos, banners and any other materials, in whatever form, owned and/or used by Telme for the promotion of its company, its products and activities.

1.9 Telme Woip2 Software: the software distributed by Telme for internet telephony applications, including without limitation the API, UI and Documentation, as well as any future programming fixes, updates and upgrades thereof.

1.10 Telme Staff: the offers, directors, employees and agents of Telme or its Affiliates, or any other persons hired by Telme or its Affiliates in relation with the execution of this Agreement.

1.11 Telme Website: the website www.Telme.sg or such other url as may be provided, from which the Telme Woip2 Software can be downloaded.

1.12 UI: the user interface of the Telme Woip2 Software.

1.13 You: you, the end user of the Telme Woip2 Software.



Article 2. License and Restrictions

2.1 License. Subject to the terms of this Agreement, Telme hereby grants You a limited, revocable, non-exclusive, non-transferable, free of charge license to download, install, access and use the Telme Woip2 Software for your own individual use on Your computer or PDA for non-commercial purposes (whether at home or at work), for the sole purpose of internet telephony applications and any other applications that may be explicitly provided by Telme. You agree that the licence granted under this Agreement gives you no further rights in the Telme Woip2 Software other than expressly granted hereunder.

2.2 No Granting of Rights to Third Parties. You will not sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Telme Woip2 Software.

2.3 No Modifications. You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Telme Woip2 Software.

2.4 Third Parties. You acknowledge and agree that the Telme Woip2 Software may be incorporated into, and may incorporate itself, software and other technology owned and controlled by third parties. Telme emphasizes that it will only incorporate such third party software or technology for the purpose of (a) adding new or additional functionality or (b) improving the technical performance of the Telme Woip2 Software. Any such third party software or technology that is incorporated in the Telme Woip2 Software falls under the scope of this Agreement. Any and all other third party software or technology that may be distributed together with the Telme Woip2 Software will be subject to you explicitly accepting a license agreement with that third party. You acknowledge and agree that you will not enter into a contractual relationship with Telme or its Affiliates regarding such third party software or technology and you will look solely to the applicable third party and not to Telme or its Affiliates to enforce any of your rights.

2.5 New Versions of the Telme Woip2 Software. Telme, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Telme Woip2 Software. You acknowledge and agree that Telme has no obligation to make available to You any subsequent versions of the Telme Woip2 Software.

You also agree that you may have to enter into a renewed version of this Agreement, in the event you want to download, install or use a new version of the Telme Woip2 Software. Furthermore, you acknowledge and agree that Telme, in its sole discretion, may modify or discontinue or suspend Your ability to use any version of the Telme Woip2 Software, or terminate any license hereunder, at any time.



Telme also may suspend or terminate any license hereunder and disable any Telme Woip2 Software You may already have accessed or installed without prior notice at any time.

2.6 Paid Services. This Agreement applies to downloading, installing and using the Telme Woip2 Software, free of charge. The use of any paid services which may be offered by Telme Woip2 or its Affiliates, is subject to the additional terms of Service that are published on the Telme Website.

Article 3. Exceptions to License Restrictions

3.1 Redistribution. You are not allowed to redistribute the Telme Woip2 Software, unless You have agreed to and meet with the Distribution Terms that are published on the Telme Website at <http://www.Telme.sg/company/legal/promote/>.

3.2 API. You are not allowed to use or modify the API, unless You agree to and meet with the following subsequent terms: **3.2.1** You may only make use of and/or modify the API to distribute the Telme Woip2 Software (a) for any legitimate purposes and (b) provided that You will not remove, overtake, hide or otherwise make the UI inaccessible for end users.

3.2.2 You will constantly monitor the Telme Woip2 Website in order to ensure that You are distributing the latest stable version of the Telme Woip2 Software as well as that You are aware of any changes in the terms and conditions of this Agreement and any other applicable terms and conditions. In the event You cannot agree on any changes in the Agreement or other terms and conditions, You will immediately cease any and all use of the API and, where applicable, any and all use of the Telme Woip2 Software. **3.2.1** You acknowledge and agree that Your use and/ or modification of the API will be at Your own risk and account.

3.3 You acknowledge and agree that all intellectual property rights arising directly from Your use or modification from the API shall belong to and vest in Telme or its licensors without any compensation to You. You hereby assign and shall assign absolutely to Telme (or such licensor as Telme may nominate in writing prior to such assignment) all such intellectual property arising directly from Your use and/or modification of the API. You undertake to execute such documents and do such other things as Telme may from time to time require in order to perfect, confirm, formalize or achieve the assignment of such intellectual property rights to Telme (or such person or persons as Telme may on a case by case basis nominate in writing). You hereby irrevocably waive to the extent permitted by law any moral rights relating to Your API modifications. You furthermore represent and warrant that (a) You are authorized to assign Your rights as stated above and (b) Your API modifications are correct and accurate and (c) the API modifications do not infringe upon any third parties' rights, including but not limited to intellectual property rights.





3.4 Any other Exceptions. If You are interested in doing anything else than permitted under this Agreement or by the Distribution Terms, the API Terms or the Telme Promotional Materials Terms, You will have to obtain Telme Woip2's written consent and agree on to such further terms and conditions.

Article 4. Permission to Utilize

4.1 Permission to utilize Your computer. In order to receive the benefits provided by the Telme Woip2 Software, you hereby grant permission for the Telme Woip2 Software to utilize the processor and bandwidth of Your computer for the limited purpose of facilitating the communication between You and other Telme Woip2 Software users.

4.2 Protection of Your computer (resources). You understand that the Telme Woip2 Software will use its commercially reasonable efforts to protect the privacy and integrity of Your computer resources and Your communication, however, You acknowledge and agree that Telme Woip2 cannot give any warranties in this respect.

Article 5. Confidentiality and Privacy

5.1 Telme's Confidential Information. You agree to take all reasonable steps at all times to protect and maintain any confidential information regarding Telme, its Affiliates, the Telme Staff, the Telme Woip2 Software and the IP Rights, strictly confidential.

5.2 Your Confidential Information and Your Privacy. Telme is committed to respecting Your privacy and the confidentiality of Your personal data. The Privacy Policy that is published on the Telme Website applies to the use of Your personal data, the traffic data as well as the content contained in Your communication(s).

Article 6. IP Rights and Translations

6.1 Exclusive Ownership. You acknowledge and agree that any and all IP Rights are and shall remain the exclusive property of Telme and its licensors. Nothing in this Agreement intends to transfer any IP Rights to, or to vest any IP Rights in, You. You are only entitled to the limited use of the IP Rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this Agreement as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws.

6.2 No Removal of Notices. You agree that You will not remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or Telme Woip2's rights and ownership thereof.



6.3 Translations. You acknowledge and agree that all intellectual property rights arising directly from any translations made by You of any information on or accessible through the Telme Website or as otherwise requested of You by Telme at any time prior to or subsequent of the Effective Date shall belong to and vest in Telme or its licensors without any compensation to You. You hereby assign and shall assign absolutely to Telme (or such licensor as Telme may nominate in writing prior to such assignment) all such intellectual property rights arising directly from such translations. You undertake to execute such documents and do such other things as Telme may from time to time require in order to perfect, confirm, formalize or achieve the assignment of such intellectual property rights to Telme (or such person or persons as Telme may on a case by case basis nominate in writing). You hereby irrevocably waive to the extent permitted by law any moral rights relating to Your translations. You furthermore represent and warrant that (a) You are authorized to assign Your rights as stated above and (b) Your translations are correct and accurate and (c) the translations do not infringe upon any third parties' rights, including but not limited to intellectual property rights.

6.4 Use of Telme Promotional Materials. You are not allowed to use the Telme Woip2 Promotional Materials, unless You have agreed on and meet with the Telme Promotional Materials Terms as published on the Telme Website at <http://www.Telme.sg/company/legal/promote/>.

Article 7. Communication and Your Use of the Telme Woip2 Software

7.1 Communication. Installing Telme Woip2 Software enables You to communicate with other Telme Woip2 Software users.

7.2 No Warranties. Telme cannot guarantee that You will always be able to communicate with other Telme Woip2 Software users, nor can Telme guarantee that You can communicate without disruptions, delays or other communication-related flaws. Telme will not be liable for any such disruptions, delays or other omissions in any communication experienced when using Telme Woip2 Software.

7.3 No Control. You acknowledge and understand that Telme does not control, or have any knowledge of, the content of any communication(s) spread by the use of the Telme Woip2 Software. The content of the communication is entirely the responsibility of the person from whom such content originated. You, therefore, may be exposed to content that is offensive, indecent or otherwise objectionable. Telme will not be liable for any type of communication spread by means of the Telme Woip2 Software.



7.4 No Emergency Services. You expressly agree and understand that the Telme Woip2 Software is not intended to support or carry emergency calls to any type of hospital, law enforcement agency, medical care unit or any other kind of emergency service. Telme, its Affiliates or Telme Staff are in no way liable for such emergency calls.

7.5 Lawful purposes. You acknowledge and agree to use the Telme Woip2 Software solely for lawful purposes. In this respect You may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for You, (b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Telme Woip2 Software or the communication, or (c) send any unsolicited commercial communication not permitted by applicable law.

Article 8. Term and (Consequences of) Termination

8.1 Term. This Agreement will be effective as of the Effective Date and will remain effective until terminated by either Telme or You as set forth below.

8.2 Termination by Telme. Telme may terminate this Agreement at any time, with or without cause, by providing notice to You and/or by preventing Your access to the Telme Woip2 Software, as set forth in Article 2.5 above.

8.3 Termination by You. You may terminate this Agreement at any time, with or without cause, provided that You will meet with the conditions as set forth in Article 8.4 below.

8.4 Consequences of Termination. Upon termination of this Agreement, You (a) acknowledge and agree that all licenses and rights to use the Telme Woip2 Software shall terminate, and (b) will cease any and all use of the Telme Woip2 Software, and (c) will remove the Telme Woip2 Software from all hard drives, networks and other storage media and destroy all copies of the Telme Woip2 Software in Your possession or under Your control.

Article 9. Your Representations and Warranties; Identifications of Telme

9.1 Representations. You represent and warrant that You are authorized to enter into this Agreement and comply with its terms. Furthermore, You represent and warrant that You will at any and



all times meet with Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Telme Woip2 Software.

9.2 Indemnification. You agree to indemnify, defend and hold Telme, its Affiliates and the Telme Staff harmless from and against any and all liabilities, claims, losses, costs and expenses, including legal costs on an indemnity basis), related to, in connection with, or directly or indirectly arising out of Your (a) violation or breach of any term of this Agreement or any applicable law, regulation, policy or guideline, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the Telme Woip2 Software, or (d) use and/or modification of the API or (e) communication spread by means of the Telme Woip2 Software.

Article 10 Disclaimer of Warranties

10.1 No warranties. *THE TELME Woip2 SOFTWARE IS PROVIDED WITH NO WARRANTIES WHATSOEVER. TO THE FULLEST EXTENT PERMITTED BY LAW, TELME DISCLAIMS ALL WARRANTIES AND CONDITIONS, (EXPRESS OR IMPLIED), CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE TELME WOIP2 SOFTWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE OR A PARTICULAR PURPOSE. TELME WOIP2 FURTHER DOES NOT REPRESENT OR WARRANT THAT THE TELME WOIP2 SOFTWARE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES TELME WOIP2 WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF CALLS MADE THROUGH THE TELME WOIP2 SOFTWARE.*

10.2 Your own Risk. You acknowledge and agree that the entire risk arising out of the use or performance of the Telme Woip2 Software remains with You, to the maximum extent permitted by law.

10.3 Jurisdiction's Limitations. As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You.

Article 11. Limitation of Liability

11.1 No Liability. *The Telme Woip2 Software is being provided to You free of charge. ACCORDINGLY, YOU ACKNOWLEDGE AND AGREE THAT TELME, ITS AFFILIATES AND THE TELME STAFF WILL HAVE NO LIABILITY IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE Telme Woip2 SOFTWARE, AS SET FORTH BELOW.*



11.2 Limitation of Liability. *TO THE FULLEST EXTENT PERMITTED BY LAW, TELME, ITS AFFILIATES OR THE TELME STAFF BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FOR ANY DAMAGES, LOSSES, EXPENSES OR COSTS WHATSOEVER (INCLUDING WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION, COMPUTER FAILURE OR PECUNIARY LOSS) RESULTING OR ARISING OUT OF THE USE OR INABILITY TO USE THE Telme Woip2 SOFTWARE, EVEN IF TELME, ITS AFFILIATES OR THE TELME STAFF HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH LOSS OR DAMAGE WAS REASONABLY FORESEEABLE.*

11.3 Remedy. *YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE Telme Woip2 SOFTWARE IS TO UNINSTALL AND CEASE USE OF SUCH Telme Woip2 SOFTWARE.*

11.4 Jurisdiction's Limitations. As some jurisdictions do not allow some of the exclusions or limitations as set forth above, some of these exclusions or limitations may not apply to You.

Article 12. General Provisions

12.1 New versions of the Agreement. Telme reserves the right to modify this Agreement at any time by providing such revised Agreement to You or by publishing the revised Agreement on the Telme Website with a new effective date. Your continued use of the Telme Woip2 Software after the date on which the Agreement has changed shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

12.2 Entire Agreement. The Agreement constitute the entire agreement between You and Telme with respect to the subject matter hereof and supersedes, cancels and replaces in all respects all prior (oral, written or electronic) agreements, representations, arrangements, understandings and undertakings between the parties with respect to the subject matter hereof and shall not be changed except by written agreement signed by an officer of Telme.

12.3 Partial Invalidity. Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of this Agreement shall not be affected, and shall nonetheless remain in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.





12.4 No waiver. The failure of Telme at any time to exercise or delay in exercising a right or remedy under this Agreement or to require performance of any provisions hereof shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy, and shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by Telme. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12.5 No Assignment by You. You are not allowed to assign, delegate or otherwise transfer any of your rights or obligations under this Agreement

12.6 Assignment by Telme. Telme is allowed to at its sole discretion assign this Agreement or any rights hereunder to any Affiliate, without giving prior notice.

12.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Singapore without giving effect to the conflict of laws or provisions of Singapore or Your actual state or country of residence.

12.8 Competent Court. Any legal proceedings arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of the Singapore courts.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE TELME Woip2 SOFTWARE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO TELME THE RIGHTS SET FORTH HEREIN.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD CLICK ON THE "DECLINE" BUTTON OR DISCONTINUE THE REGISTRATION AND INSTALLATION PROCESS.

