SunFish END USER RIGHTS AGREEMENT

This End User Rights Agreement (hereinafter referred to as the "**Agreement**") as set forth below and displayed when You first access the SunFish Software or Services governs Your acquisition and use of both the Software and/or Services.

If You access the Software or Services for the purposes of a free trial, this Agreement will also govern that free trial.

IMPORTANT – USE OF THE SOFTWARE OR SERVICES IS SUBJECT TO RIGHTS RESTRICTIONS. CAREFULLY READ THIS AGREEMENT BEFORE USING THE SOFTWARE OR SERVICES. USE OF THE SOFTWARE OR SERVICES INDICATES YOUR COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE YOU CONFIRM THAT YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT FOR AND ON BEHALF OF ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH LEGAL ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE RESTRICTED TO USE THIS SOFTWARE OR SERVICES OR IF IN FACT YOU DO NOT HAVE THE AUTHORITY OR DO NOT HAVE THE AUTHORITY TO ACT ON BEHALF OF THE LEGAL ENTITY, WHICH YOU YOU REPRESENT, THEN YOU WILL BE RESPONSIBLE INDIVIDUALLY.

End User Rights Agreement ("Agreement")

1. DEFINITIONS.

"Software" means the software titled as SunFish, provided to You with this Agreement and includes: the computer application software provided as an online service, on a physical media or as an electronic download as either machine language "compiled code" or human readable "source code". This definition includes associated development tools and other associated software also provided with this Agreement, any related printed or electronic material Documentation and any updates, modifications, revisions, copies, documentation and design data of the foregoing.

Software is provided based on the modules ordered and number of Employees, Employee Users and Administrative Users managed by the Software and subject to limitations in the amount of data being processed for Employees, Enterprise Employees and Applicants per Month.

"Services" means the product or services which You order through Our website, or the website of an Authorized Distributor, including the Software, hosting services for the Software and support services We provide in conjunction with Your use of the Software. Services include orders made regardless of if they are for paid use or a free trial.

"Affiliates" means any entity which directly or indirectly controls, is controlled by, or is under common control of the subject entity.

"Control", means direct or indirect ownership or control of greater than 50% of the voting interest in the subject entity.

"Administrative Users" means the number of individual named Employees who are able to login to the Software or Services and access the Modules for which We provide no restriction on which function they can access.

"Employees" means the number of active employee records in the Software or Services for which the system can process data. This number does not include inactive employee records for which the Software or Services may store data, but will not allow processing of data.

"Employee Users" means the number of Employees that are given the ability to login to the Software or Services but whose access is limited to the functions identified in the Software or Services as Employee User functions.

"Enterprise Employees" means the number of Employees data that can be accessed through Software Modules for which such a limitation is applied including the Modules of Training, Advanced Performance, HR Planning and Talent Management.

"Applicants per Month" means the maximum number of applicants that may be processed in a calendar month within the Modules of Recruitment and Online Recruitment respectively.

"Users" is used to identify any of Administrative Users, Employee Users or Enterprise Users.

"Modules" means a group of functions provided in the Software or Services which You have purchased.

"Authorized Distributor" means a company listed at http://www.dataon.com/distributors which We have authorized to sell You the Software or Services subject to Your agreement to the terms and conditions of this Agreement.

"Maintenance Package" means a valid annual maintenance package for the Software that You have purchased for a maintenance period as indicated on the order form You submitted and We accepted. For clarification, a Maintenance Package only applies to the purchase of the Software, as a substantially similar package is already included in the Services fees.

"Your Data" means all the electronic data submitted by You to the Software or Services.

"We", **"Us"** or **"Our"** means the DataOn company with whom You are contracting as described below in "Who You Are Contracting With".

"You" or **"Your"** means the company or other legal entity for which You are accepting this Agreement and includes the Affiliates of that company or entity.

"Subscription Period" means the period of each subscription for which You will receive an invoice. Unless otherwise agreed this period shall be for six (6) months.

"Documentation" means the user documentation which describes the functionality of the Software or Services and is included in the Software or Services as documentation or online help and includes any printed or electronic material of that documentation or online help that We make available to You outside of the Software.

2. FREE TRIAL

If You have registered for a free trial of the Software or Services You will be given access to the Software or Service either online, through Our website, through the website of an Authorized Distributor, or as an installable copy of the Software which We make available to You. The free trial will be free of charge until the earliest of any of the following: You purchase of the Software; Your purchase of the Services; the expiration of the free trial period; or ninety (90) days.

Your Data in the Software or Services will be permanently lost at the end of the free trial period if You do not purchase the Software or Services, for the same Software Modules used during the free trial, and before the end of the free trial period.

Software and Services provided during a free trial are provided "as-is", without warranty and We do not accept any liability for the Software or Services during the free trial.

3. PURCHASED SOFTWARE OR SERVICES

You may purchase Services by making payment of a pro-forma or regular invoice provided to You by Us after which We will make those Services available to You within twenty-four (24) hours of confirming receipt of Your payment. You may purchase Software by submitting an order form which We will provide to You and such form shall provide detail on the delivery terms and payment for the Software. You confirm that You have reviewed the Software or Services which You are purchasing and Your purchase is not made contingent on any functionality which is not currently provided regardless of whether We have or have not disclosed plans to provide such functionality in the future.

Scope of Services and/or Software. The Services and/or Software are provided based on Your order of Modules as well as numbers of Administrative Users, Employees, Employee Users, Enterprise Users and Applicants per Month. You shall not use the Services or Software to a greater extent than what You have ordered, but may adjust Your order of Services from time to time. If You adjust Your Services order to add Modules, Employees, Users or Applicants per Month the additional charge will be calculated on a prorated full month basis for the remainder of Your Subscription Period. If You adjust Your Services order to reduce Modules, Users, Employees or Applicants per Month the additional charge will apply to Your next Subscription Period.

4. USE OF THE SOFTWARE OR SERVICES

If You have purchased Services, We provide basic support to You for free during the Subscription Period. If You have purchased Software, We provide basic support to You during the period of Your Maintenance Package. Unless otherwise agreed, support is available between the hours of 08:00 and 19:00 Western Indonesian Time (UTC+07:00) from Monday to Friday excluding bank holidays, and may also be available from an Authorized Distributor at other times if You have purchased the Software or Services from that Authorized Distributor. Any request for support should first be logged to Our website ticketing system at http://support.dataon.com for which We will provide You an access by email or at Your request. Support requests may be logged at anytime but responses may not be provided outside of the support hours indicated above.

Our support services allow You to report issues encountered with the Software or Services when the Software or Services do not function in accordance with the Documentation. Once You have reported an issue through Our website, We will classify, at Our discretion, the type and severity of the issue and attempt to respond to You in accordance with the response time as indicated in the table below:

Issue	Classification Guideline	Response Time

Classification		
Services Offline	The Services are inaccessible via the Internet due to issues within Our control	2 hours
Critical	The issue has a severe negative impact on Your business resulting in material financial loss or a disruption of Your ability to operate and for which an alternative process cannot reduce the negative impact	2 hours
High	The issue prevents a group of users from operating a function for which there is no workaround and the issue prevents them from completing a materially important task	1 day
Medium	The issue prevents a single user or group of users from operating a function for which no workaround process is possible	2 days
Low	The Software or Services do not function as designed, but users are able to continue their task by a workaround	5 days
Non Support Issue	The Software or Services functions as designed but the user is not satisfied with the functionality	Response will be logged for consideration
User Guidance	The Software or Services functions as We intended and the user requires guidance on how to operate the Software or Services	1 day subject to limitations

In the event that a support request is not responded to within the response time indicated above or is of a critical nature, We may provide an alternative escalation process which is updated from time to time and may be requested from Us or viewed online through the ticketing system.

We attempt to make the Services available to You twenty-four (24) hours a day seven (7) days per week except during periods of scheduled downtime (of which We will inform You) and as a result of interruptions due to forces beyond Our control such as natural disaster, internet service provider failure or hardware failure.

We provide Our Services subject to applicable laws and government regulations where We are domiciled. We protect Your data with appropriate administrative, physical and technical safeguards. We do not modify Your data except as requested by You. We do not disclose Your data to any third party unless We are required to do so by law or unless You have given Us instructions to do so. We do not access Your data except as directed by You for the purpose of providing You with support. In the event that We become aware of a breach in Our security which has caused an unauthorized disclosure of Your Data, We will inform you of such as soon as reasonably practicable.

The Software or Services You are accessing or installing is Our copyrighted, trade secret, proprietary and

Confidential Information. You shall take appropriate action to protect these rights as applicable and ensure that any person permitted access to Software or Services does not disclose it or use it except as permitted by this Agreement. We maintain exclusive title, including intellectual property rights, to all the Services and Software We provide to You including modifications to the Software or Services We make on Your behalf or based on any recommendation You provide to Us and under no conditions whatsoever shall title pass without Our express written agreement.

You will ensure that any person You grant access to the Software or Services complies with this Agreement, Your data has been legally obtained and does not violate any applicable laws or prevailing regulation and that the Software or Services are not used to transmit data in violation of laws or prevailing regulation. You will use commercially reasonable efforts to prevent unauthorized use of the Software or Services and ensure that usage is in accordance with applicable laws and government regulation. You will not make the Software or Services available to anyone other than Administrative Users and Employee Users with the exception of allowing applicants to access online recruitment functions. You will not sell, resell, rent or lease the Software or Services. You will not attempt to interfere with the proper operation of the Services, disrupt the performance of the Services, gain unauthorized access to the Services or underlying technological infrastructure, or use the Services to attempt to distribute computer viruses, worms or and harmful computer program in any form.

If You have purchased the Software You may copy Software only as reasonably necessary to support an authorized use. You will include on each copy all notices and legends embedded in the Software and affixed to its medium and container as received from Us. All copies of Software shall remain Our property. You shall maintain a record of the number and location of all copies of Software, including the Software or copies that have been merged with other software, and will make those records available to Us upon request. You shall not make Software available in any form to any person other than Your employees or on-site contractors who are not Our competitors, and whose job performance requires such access and who are under obligations of confidentiality to You. You acknowledge that the Software We provide may be in Source Code form which is proprietary and its confidentiality is of the highest importance and value to Us. You shall take appropriate action to protect the confidentiality and secrecy of the Software and acknowledge that We will be seriously harmed, with resulting substantial damages, if Software, including in Source Code form, is disclosed in any manner not provided for in this Agreement without Our prior written consent. In the event of unauthorized disclosure You will inform Us immediately and you will save Us harmless against any financial loss. In no event shall You provide Software to Our competitors. Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, You shall not reverse assembly, reverse compilation, or otherwise reverse engineering Software in Compiled Code, in whole or in part. You may not assign or otherwise transfer Software rights, this Agreement or the rights under it, whether by operation of law or otherwise ("attempted transfer"), without Our prior written consent and payment of Our then-current applicable transfer charges. Any attempted transfer without Our prior written consent shall be a material breach of this Agreement and may, at Our option, result in the immediate termination of the Agreement and rights granted under this Agreement. The provisions of this section shall survive termination of this Agreement.

Services may be subject to limitations such as available digital file storage space, or other limitations, and information pertaining to the limits as well as Your utilization levels shall be made available to You through the Services such that You will be able to monitor Your compliance.

We will provide updates to the Software and Services periodically. If You have purchased Software and have a valid Maintenance Package as of the release date of the Software update We will provide You the new Software at no additional cost. If You have purchased Services, Your Services will be updated periodically during Your Subscription Period at no additional cost. Updates may require additional configuration or training in order for You to make them operational which if required would be at Your cost. You are only entitled to receive updates to Modules which You have purchased. For Software You have purchased, You may not be entitled to receive updates if, for a period of time since Your Software purchase, You did not maintain a valid Maintenance Package.

We warrant that during the period of the Services or during the period of a valid Maintenance package, for which You have paid, the Software or Services You have purchased, when used in accordance with the Documentation will function in accordance with the Documentation. We do not warrant that the Software or Services is fit for a specific purpose, that it will meet Your needs or that operation will be uninterrupted or error free. Any warranty will cease to apply to the extent that you have modified the Software or made modification to the Software underlying the Services.

5. CHARGES

You will receive a pro-forma invoice for the Services or Software in which case You will make payment of the pro-forma invoice prior to the due date. Such payment shall be considered as an order. You may request an official invoice after such payment. If You have placed an order via an order form, purchase order or similar document which We accept, You agree to make payment of that amount within 30 days of receiving an invoice from Us. Any payment is related to the Software or Services delivery date and not to actual usage and is non refundable.

Your Services will renew automatically at the end of the Subscription Period and You will be sent a pro-forma invoice thirty (days) prior to that renewal. Payment of the renewal indicates Your acceptance. You may also submit an order form, purchase order or similar document which is valid once We accept it, and You agree to make payment of that amount within 30 days of receiving an invoice from Us.

You are responsible for providing Us with billing information and maintaining the accuracy of that information. Your invoices are made available for review of payment status through Our website and You are responsible for ensuring payments are made on time and credited to Our account.

If You fail to make payment by the due date of a pro-forma invoice or regular invoice We may, at Our discretion, deactivate Your Software or Services until We receive payment. If We have not received payment within an additional thirty days after the due date, We may permanently delete Your Data.

If You wish to dispute a payment You may inform Us in writing of the cause of Your dispute and provided

You cooperate with Us in good faith to resolve the dispute. We will continue to enable the use of the Software or Services until the dispute is resolved, or for a maximum period of sixty (60) days, whichever occurs first.

Unless stated on Your pro-forma or regular invoice, Our Software or Services does not include any taxes such as value-added, sales, usage, or withholding tax. To the extent that We are required to collect taxes from You, taxes will be stated in Your pro-forma or regular invoice. You are responsible for paying all taxes associated with Your purchase of the Software or Services.

6. TERMINATION AND EFFECT OF TERMINATION

This Agreement and the rights granted under this Agreement will terminate, and You will discontinue use of the Services and Software if You: (a) file a bankruptcy petition or put in a file for bankruptcy by creditors or enter into an agreement to assign Your assets for the benefit of creditors; or (b) violate or fail to perform any of Your obligations (including payment of any invoiced amount) under this Agreement and such violation or failure is not cured within 30 days after written notice of such failure or violation; or
(c) if You are using a free trial version and have not made payment to Us or issued an order form accepted by Us before the end of the free trial period; or (d) You or We terminate this Agreement for cause as described below.

Upon termination, You will immediately discontinue the use of the Software and Services, and either return all Software and Documentation in Your possession or erase or destroy all copies of such and certify in writing to Us within thirty(30) days of the termination date, that You no longer possess any copies of Software or Documentation in any form.

Either party may terminate for cause after giving written notice of a material breach to the other party when such breach remains uncured after thirty (30) days from giving notice. If You terminate for cause We will refund the Services fees paid based on a prorated calculation of the remainder of Your subscription period. Termination shall not relieve You of the obligation to pay any invoices already issued prior to the termination. We will not refund payments for Software purchase.

If You have purchased Services, You may request, within thirty (30) days of termination and We will provide You a copy of Your Data for download in an electronic delimited file format and make this download available for a period of thirty (30) days. After thirty days from termination We may permanently delete all Your Data from Our systems.

7. SERVICE CREDITS AND LIMITATION OF LIABILITY

We attempt to make the Services available twenty-four (24) hours each day seven (7) days each week. We may notify You periodically of scheduled downtime required in order to upgrade the Services and will attempt to perform such upgrades during non-business hours. In the event that the Services are not available, due to unscheduled downtime, for access at least 98% of the time during a calendar month ("Guaranteed Uptime"), You may make a claim for a service credit. Such credit shall be applied to Your next Subscription Period. The service credit will be calculated as the Guaranteed Up time minus the

actual uptime in hours divided by 720 and multiplied by the monthly Services fee amount.

EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAWS OR REGULATIONS, IN NO EVENT SHALL WE OR OUR DISTRIBUTOR BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE OR OUR DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR OR OUR DISTRIBUTORS LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, NEITHER WE NOR OUR DISTRIBUTOR SHALL HAVE ANY LIABILITY FOR ANY DAMAGES WHATSOEVER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. CONFIDENTIALITY

As used in this Agreement, "Confidential Information" means information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether disclosed orally or in writing, that is designated or should reasonably be understood to be confidential. Your Confidential Information includes Your Data, and Our Confidential Information includes Our Software, Services and Documentation. Confidential Information also includes technical information, business processes, business plans, product plans, marketing plans and others. Confidential Information shall not include information that (a) is or has become generally available to the public without breach by the Receiving Party, (b) was already known to the Receiving Party prior to disclosure by the Disclosing Party, (c) was independently developed by the Receiving Party and (d) must be disclosed based on the prevailing laws and regulations and/or based on the request of any authorities.

The Receiving Party shall use the same degree of care it uses to protect its own confidential information, and at least a reasonable level of care, to protect the Confidential Information. The Receiving Party shall not use the Confidential Information outside of the scope of this Agreement without written permission from the Disclosing Party and shall limit distribution of Confidential Information to employees, contractors and agents, including Authorized Distributors who need such information for purposes consistent with this Agreement and who have signed agreements, at least as stringent as this Agreement, to keep such information confidential.

The Receiving Party may disclose Confidential Information when compelled by law to do so, provided they first provide the Disclosing Party notice of such compelled disclosure, unless legally prohibited from doing so, and provide reasonable assistance to the Disclosing Party if they wish to contest the disclosure.

You agree to allow Us to disclose that You are a user of the Software or Services for the purpose of maintaining Our list of Clients provided that we do not disclose any Confidential Information other than Your company name and length of time You have been using this Software or Services.

9. LIFE ENDANGERING APPLICATIONS.

NEITHER WE NOR OUR DISTRIBUTOR SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM, OR IN CONNECTION WITH THE USE OF SOFTWARE IN ANY APPLICATION WHERE THE FAILURE OR INACCURACY OF THE SOFTWARE MIGHT RESULT IN DEATH OR PERSONAL INJURY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. INDEMNIFICATION.

We shall defend you against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Software or Services as permitted by this Agreement infringes on the intellectual property rights of that third party (the "Claim To You") and shall indemnify You against costs finally awarded provided that you (a) promptly give Us written notice of the Claim To You or a potential Claim To You, (b) allow Us sole control to settle such Claim To You (c) based on Our request, You provide Us with reasonable assistance to settle the Claim to You including allowing us to procure your rights or modify Our Software or Services. This indemnification is Your exclusive remedy in the event of a Claim To You.

You shall indemnify Us against any claim, demand, suit, or proceeding made or brought against Us by a third Party alleging that Your Data or use of the Software or Services infringes on the intellectual property rights of that third party or violates a law (the "Claim To Us") and shall indemnify Us against costs finally awarded provided that We (a) promptly give You written notice of the Claim To Us or a potential Claim To Us, (b) allow You sole control of the defense and settlement of the Claim To Us, (c) provide You reasonable assistance in defense of the Claim To Us.

11. WHO YOU ARE CONTRACTING WITH

If You are based in the Republic of Indonesia You are contracting with PT. Indodev Niaga Internet, an Indonesian corporation with its registered office at Nissi Bintaro Campus, 5th floor, Jalan Tegal Rotan No 78, Bintaro Sektor 9, Tangerang Selatan 15413, Indonesia. Notices under this Agreement may be sent by email to legal@dataon.com and by post to PT. Indodev Niaga Internet, Nissi Bintaro Campus, 5th floor, Jalan Tegal Rotan No 78, Bintaro Sektor 9, Tangerang Selatan 15413, Indonesia.

If You are based outside the territory of the Republic of Indonesia, You are contracting with DataOn Software Corporation, a corporation registered in the British Virgin Islands with a registered office at Sea Meadow House, Blackburne Highway (P.O. Box 116), Road Town, Tortola, British Virgin Islands, VG 1110. Notices under this Agreement may be sent by email to legal@dataon.com and by post to PT. Indodev Niaga Internet, Nissi Bintaro Campus, 5th floor, Jalan Tegal Rotan No 78, Bintaro Sektor 9, Tangerang Selatan 15413, Indonesia.

If You have purchased Your Software or Services through an Authorized Distributor, You are required to make payment to that Authorized Distributor and proof of such payment shall be considered as a valid payment under this Agreement. Any claim for service credits, as described above, should also be made to the Authorized Distributor.

You agree to make communication by email and that You are responsible for maintaining Your email address with Us through Our website.

12. GOVERNING LAW.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF *THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND* IF YOU ARE LEGALLY DOMICILED OUTSIDE THE REPUBLIC OF INDONESIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE REPUBLIC OF INDONESIA IF YOU ARE LEGALLY DOMICILED IN THE REPUBLIC OF INDONESIA.

All disputes, controversies or claims in relation to this Agreement, whether contractual or tortious, shall be submitted to an Arbitrator, which shall be the Singapore International Arbitration Center (SIAC) if you are domiciled outside Indonesia or the Indonesian National Board of Arbitration if you are domiciled in Indonesia (hereinafter referred to as, the "Arbitrator") in accordance with the Arbitrator's rules for arbitration, under its rules as in force at the time of submission. The place of the arbitration shall be determined by the Arbitrator. The arbitration proceedings shall be conducted in the English language or as determined by the Arbitrator. The award of the arbitration shall be final and binding against the Parties. All reasonable costs and expenses in respect of the arbitration shall be borne by the non-prevailing Party.

13. SEVERABILITY.

If any provision of this Agreement should be held invalid, void, unenforceable, or illegal, for any reason whatsoever, then such provision shall be severed from this Agreement and the remaining provisions in this Agreement will remain in full force and validity.