Software Subscription Form/Agreement

Please provide the following information:

Licensee Company Name:

_____

Licensee Company Address:

_____

_____

Licensee Point of Contact:

Name: _____ **Designation:** _____

Phone Number: _____ **Fax Number:** _____

E-mail Address: _____

Subscription Fee: RM200.00 per month
(to be paid **SIX** (**6**) months in advance)

Selection of Subscription:
Please (✓) in the box of your choice of Duration of Service below:

☐　　　**One (1) year**

☐　　　**Two (2) years**

Optional Services:

(i)　　Push Notification Blasting and Cloud Receipt*　　☐　　(Available on March 2018 onward)

(ii)　　Email Blasting*　　☐　　(Available on May 2018 onward)

(iii)　　SMS Blasting*　　☐　　(Available on May 2018 onward)

(iv)　　Que Calling System**Monthly Fee: **RM70.00**　　☐　　(Available on May 2018 onward)

　　　The additional monthly fee shall depend on the numbers audience/ recipient

By executing this Software Subscription Form, Licensee (i) acknowledges reading this form and the accompanying Licensed Software Terms and Conditions (collectively, the "eDental Software Subscription Agreement" or the "Agreement"), (ii) accepts the Agreement without alteration or addition (except for Licensee's provision of the information required by this form), and (iii) agrees to be bound thereby.

Authorized Signature: _____

Name: _____ **NRIC:** _____

Designation: _____ **Effective Date:** _____

Please return completed forms via mail or fax to:

BIT Group Sdn Bhd, 4809-2A-29, Jalan Perdana, CBD Perdana 2, Cyber 12, 63000 Cyberjaya, Selangor, Malaysia. Fax: (+603) 8320 0111. (For communications pursuant to the section of the Agreement captioned "Notices": E-mail Address: Marketing@bit-edental.com)

Please read this terms of service and any other policies and documents referenced in this terms of service, which make up the "Agreement." Please read the Agreement carefully before using this service.

By signing the Subscription Form/Agreement, customer hereby agree to be bound by the Agreement and this Terms and Conditions of Service.

This Agreement is between BIT Group Sdn. Bhd. (BIT) and the entity or individual agreeing to these terms (Licensee/Customer).

1. Software-as-a-Service (SaaS)

Subject to this Agreement, BIT grants to Customer a non-exclusive, non-transferable, non-sub-licensable revocable license (License) to access and use a cloud based software service when Customer registers for a BIT account and as further outlined at http://www.bit-edental.com (Service). The License is granted for the Term (as defined below) of this agreement.

2. Payment

a. Fees as specified in accordance with the selected duration of service and the selected additional service(s) (if any) shall be paid SIX (6) months in advance on the date of signing the Subscription Form/Agreement and subsequently payable in such same manner in advance throughout the duration selected for the Service by the Customer in this Agreement.

b. Fees paid shall include (i) Support (Remote, Telephone and/or Email) during office hour (8.30am – 5.30pm); (ii) eDental System Update; (iii) Licence for three (3) user (an additional fee of RM50 shall be chargeable for any new user).

3. Use of Service

a. Access to Customer Account. Customer may allow other BIT users (Other Users) to access Customer's account. Such access must be for the sole benefit of Customer. Customer is solely responsible for all access granted to Other Users and the actions of Other Users on Customer's account. BIT accepts no liability or responsibility for any actions by an Other User on Customer's account. It is BIT policy that BIT, its directors, officers, employees, agents or consultants will not make any changes to Customer Data, except in the event of a termination of this Agreement. However, in certain circumstances, BIT, its directors, officers, employees, agents or consultants will make changes to Customer Data, including changes or amendments to files a Customer sends to BIT, if a Customer or a Customer's Other Users request such changes or amendments. Sometimes BIT, its directors, officers, employees, agents or consultants need to change information in a Customer's account so BIT can fix technical issues that prevent BIT from properly delivering the Service.

b. Customer Responsibilities. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify BIT promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's technical documentation and applicable law.

c. Third Party Services. Customer can integrate certain third party services into the Service. These third party services are not provided by BIT. Customer agrees to hold harmless and release BIT and the Released Parties (defined below) from any liability relating to Customer's use of the third party services or integration of the Services with the third party services. Customer's ability to use the third party services may be limited according to the third party's terms and conditions. When Customer integrates with a third party service, Customer authorizes BIT to share any Customer Data, whether confidential or not, with the third party service so Customer can take advantage of integration with BIT. Any links to a third party service or website Customer finds in the Service or on http://www.bit-edental.com are provided for convenience only and BIT does not control or endorse any material or information found on those third party sites.

4. Mutual Confidentiality

a. Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). BIT Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout).

b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c. Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

5. BIT Property

a. Reservation of Rights. The software, workflow processes, user interface, designs, know-how, and other technologies provided by BIT as part of the Service are the proprietary property of BIT and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain with their respective owners. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. BIT reserves all rights unless expressly granted in this agreement.

b. Restrictions. Customer may not (i) sell, resell, rent or lease the Service; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including, but not limited to uploading or distributing in any way files that contain viruses or corrupted files that may damage the operation of the Services; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

6. Confidentiality and Personal Data

a. Each Party hereto agrees and warrants that neither it nor its respective officers, employees, agents and other representatives (individually and collectively "Recipients") shall at any time without the written consent of the other make any disclosure or supply any information to the public or to any third party (other than in confidence to its professional advisers) in relation to any confidential matters arising hereunder or to any confidential aspects of the general affairs of the Parties save to the extent required by law.

b. Neither Party hereto shall use the other's name or refer directly or indirectly to the other in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, including without limitation in any promotional or marketing materials, customer lists or business presentations without its written consent. The foregoing restriction shall not apply to the extent of any public disclosure required by law or stock exchange rule. The Parties may issue a joint press release concerning the existence of this Agreement subject to their mutual consent.

c. The Parties hereto agree to keep and procure to be kept secret and confidential any and all written and/ or oral information of any kind relating to the terms of this Agreement and the business of the other Party and to disclose the same only to those of its employees or contractors only to the extent necessary for each of them to perform his/her duties. The Parties hereto shall impose the above obligation on their respective employees.

d. The foregoing obligations shall not apply, however, to any part of such information which: - was already in the public domain or which becomes so through no fault of the receiving party;
- was already known to receiving party prior to receipt thereof.
- was disclosed to the receiving party by a third party owing no duty of confidentiality towards the disclosing party in respect thereof.

e. These obligations of confidentiality shall survive any expiration or termination of this Agreement.

f. Both parties:

- warrants that it shall comply with the Personal Data Protection Act 2010 ("PDPA") in connection with its access to, processing, possession or usage of any personal data (as defined in the PDPA - "Personal Data") of any End Users (including without limitation the MSISDNs of End Users);

- agrees not to do any act (or commit any omission) in connection with the Personal Data of an End User which may expose both parties to any liability in connection with or cause both parties to breach its obligations under the PDPA; and

- to co-operate with and render all necessary assistance to both parties as may be reasonably required to comply with both parties' obligations under the PDPA or any mobile operators or any contractual obligations or other responsibilities in connection with the PDPA.

7. Term and Termination

a. Term. This Agreement shall continue throughout the duration of Service ("said Duration") selected in this Agreement and only be terminated upon expiry of the said Duration.

b. Mutual Termination for Material Breach. If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

c. Return of Customer Data.
- Within 30-days after termination, upon request BIT will make the Service available for Customer to export the Customer Data.
- After such 60-day period, BIT has no obligation to maintain the Customer Data and may destroy it.

d. Repayment, Return or Destroy BIT Property Upon Termination.
- Upon termination of this agreement for any of the reason specified in this Section by the Customer, the Customer must pay BIT for any unpaid amounts, and shall be liable to pay BIT the monthly fees for the remaining months of the unexpired terms.
- Upon BIT's request, the Customer shall destroy or return all property of BIT and the Customer will confirm in writing its compliance with this destruction or return requirement.

e. Aggregate Data. During and after the Term, BIT may use non-personally identifiable Customer Data for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

f. Suspension of Service for Violation of Law. BIT may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in sole discretion acting reasonably believes that, as part of using the Service, Customer has violated a law. BIT will attempt to contact Customer in advance before BIT suspends the Service.

g. BIT shall at the written request of the Customer made not less than two (2) months before the expiration of the term of Service hereby created and if there shall not at the time of such request be any existing breach of terms and/or conditions of the agreement on the part of the Customer, BIT may grant an option to the Customer a further extension (discretionary to BIT) of the Service for a term as may be entered into in a separate agreement by and between BIT and the Customer at a revised monthly fees and/or monthly additional service(s) fee(s) upon the same terms and conditions contained herein save and except for this provision for renewal.

8. Warranties and Disclaimers

a. BIT warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to The Customer was not performed as warranted, The Customer must promptly provide written notice to BIT that describes the deficiency in the Services (including, as applicable, the service request number notifying BIT of the deficiency in the Services).

b. BIT does not guarantee that (a) the services will be performed error-free or uninterrupted, or that BIT will correct all services errors, (b) the services will operate in combination with the Customer's content or the Customer's applications, or with any other hardware, software, systems or data not provided by BIT, and (c) the services will meet the Customer's requirements, specifications or expectations. The Customer acknowledge that BIT does not control the transfer of data over communications facilities, including the internet, and that the services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. BIT is not responsible for any delays, delivery failures, or other damage resulting from such problems. BIT is not responsible for any issues related to the performance, operation or security of the services that arise from the Customer's content, the Customer's applications or third party content. BIT does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of third party content, and disclaims all liabilities arising from or related to third party content.

c. For any breach of the services warranty, the Customer's exclusive remedy and BIT's entire liability shall be the correction of the deficient services that caused the breach of warranty, or, if BIT cannot substantially correct the deficiency in a commercially reasonable manner, the Customer may end the deficient services and BIT will refund to the Customer the fees for the terminated services that the Customer pre-paid to BIT for the period following the effective date of termination.

To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including

for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

9. Liability Limit and Disclaimer

a. Limit on purposes of services. The services are not designed to replace professional advice, such as tax and accounting advice.

b. Disclaimer. Except as expressly provided in this agreement, the services are not guaranteed and are provided "as is." While BIT takes reasonable, physical, technical and administrative measures to secure the service, BIT gives no representations, warranties or conditions of any kind, express or implied, including without limitation representations, warranties or conditions as to uninterrupted or error free or virus free service, accessibility, privacy of files, security, merchantability, quality or fitness for a particular purpose and those arising by statute or otherwise, or from a course of dealing or usage of trade.

c. Limitation on Liability. BIT, ITS DIRECTORS, Officers, agents, contractors, Shareholders or affiliates (RELEASED PARTIES) will not be liable in any way for any claim for: (a) punitive, EXEMPLARY or aggravated damages; (b) damages for loss of profits or REVENUE, failure to realize expected savings, loss of use or lack of availability of customer data; (c) indirect, CONSEQUENTIAL or special damages, ARISING from or in connection with the services, regardless of WHETHER or not customer informed or advised BIT of the possibility of such damages; (d) Contribution, indemnity or set-off in respect of any claims against customer; (e) any damages whatsoever relating to third-party products, client materials or any goods or services not developed or provided by BIT ; or (f) any damages whatsoever relating to interruption, delays, errors or OMISSIONS EVEN IF SUCH INTERRUPTION, DELAYS, ERRORS OR OMISSIONS WERE CAUSED BY ANY OF THE RELEASED PARTIES.

d. Total limit on Liability. BIT's liability for all damages arising out of or related to this agreement (whether in contract, warranty tort, including negligence, or otherwise) does not exceed the amount paid by Customer within the six (6) month period prior to the event that gave rise to the liability.

10. Indemnity

If any third-party brings a claim against BIT or any of the Released Parties related to Customer's acts, omissions, data or information within the Services, Customer must defend, indemnify and hold BIT or the Released Parties harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

11. Governing Law and Forum

a. This Agreement shall be governed by and construed under the laws of Malaysia.

b. Subject to Clause 11.3, any claims or disputes arising out of or in connection with or relating to this Agreement or the legal relationship established by this Agreement shall be submitted by the Parties to binding arbitration under the auspices of the Kuala Lumpur Regional Centre for Arbitration ("KLRCA") in accordance with the Rules for Arbitration of the KLRCA ("KLRCA Rules"). The language of the arbitration shall be the English language. The parties shall mutually nominate a single arbitrator, and if they are unable to agree on this arbitrator within thirty (30) days of the commencement of the arbitration, the Director of the KLRCA shall nominate the arbitrator. Judgement on the award may be entered in any court having jurisdiction thereof, provided, however, that nothing in this clause shall be deemed as preventing either party from seeking relief from any applicable courts as necessary to protect its name, business and confidential information. The parties undertake to implement the arbitration award and agree to accept the decision of the arbitrator appointed as final and binding.

c. Notwithstanding the terms of Clause 11.2 or contrary provisions of the KLRCA Rules, at any time before and after a demand for arbitration has been presented, the parties shall be free to apply to any court of competent jurisdiction for interim or conservatory measures (including temporary conservatory injunctions).

12. Amendment of Service and Terms

BIT can, without notice and in BIT's sole discretion, without any notice or liability to Customer, terminate Customer's right to the License to use the Service or any part of the Service. BIT can also terminate, without any notice or liability to Customer, any part of the Service. BIT is constantly adding new products and features to the Service, so BIT can amend this Agreement as BIT sees fit. If Customer does not approve of any amendments or modifications, then Customer must quit using the Service.

13. Other Terms

a. Entire Agreement and Changes. This agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding.

b. No Assignment. Customer may not assign or transfer the Agreement or a Customer account to a third party, unless as part of a merger or sale of substantially all the assets of Customer.

c. No Partnership. Nothing in the Agreement creates a partnership or joint venture between the Customer and BIT. BIT is not providing Customer with any advice, including financial, accounting, or tax.

d. Enforceability and Force Majeure. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for force majeure events.

e. Money Damages Insufficient. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

f. English. The parties have agreed that this agreement and the related documents be drawn up in the English language.

g. Age of Majority. Upon entering into this Agreement, the Customer certifies that the Customer is of the age of majority in whatever jurisdiction the Customer is located.

h. Data Migration and Specific Customization. Subject to Customer's request, shall be chargeable based on Scope of Work (SOW).

i. System's Alert Features.
- 30 days before the expiry date, the system will trigger a notification alert of orange colour;
- 7 days before the expiry date, the system will trigger a notification alert of pink colour;
- 7 day form the expiry date, the system will trigger a notification alert of red colour; and
- at the end of the 7 days above, system will be locked.

j. Support. Available on weekdays only (8.30am – 5.30pm) via remote / telephone / email.

BIT Group Sdn. Bhd., 4809-2A-29, Jalan Perdana CBD Perdana 2, Cyber 12 63000 Cyberjaya, Selangor, Malaysia