

CHANGELEADER App End-User License Agreement

This is a legally binding agreement between you (either an individual or a single entity), referred to herein as “YOU”, and CHANGELEADER Pte Ltd, referred to herein as “CHANGELEADER”. This mobile app-based platform and all documents and materials included in it are referred to herein as the “SOFTWARE” or the “DOCUMENTS”. Installing, opening, signing up, logging in, or using all or any portion of this mobile app-based software indicates your acceptance of all the terms and conditions of this End-User License Agreement referred to herein as “EULA” and that this agreement is equivalent to a written agreement signed by you. By selecting the box “I AGREE” or performing a similar electronic function, such as Signing Up to a Free Trial, or Purchasing this product, you are providing your acceptance of the terms of this agreement. This agreement is enforceable against you and any legal entity that obtained the mobile app-based software and on whose behalf it is used. If you do not agree to the terms of this agreement, please do not use this software.

It is illegal and strictly prohibited to distribute, publish, offer for sale, license or sublicense, give or disclose to any other party, this mobile app-based SOFTWARE or the documents in hard copy, digital form or any other medium whether existing or not yet existing, except as specifically permitted below.

The use of this mobile app-based software is governed by the terms and conditions set forth herein. Please read them carefully. This EULA is applicable to all of the Documents included in the Software and to the Software in its whole part. You are deemed to have read, understood and accepted the terms of this EULA when you install or use the Software.

1. Payment terms

CHANGELEADER is sold as a Software-as-a-Service (SaaS) and requires Users to have a valid membership subscription. This subscription will be initiated through a contract between ChangeLeader and the client organisation. The contract and/or the license is valid for a period of 12 months per user. Payment for licence shall be paid in full before commencement of the service.

1.a. Account cancellation policy

Once a user submits a request for cancellation, no additional charges will be made. However, no refunds are provided upon cancellation. If you cancel before an upcoming renewal date, you will have access to your Account through the end of the then-current year.

1.b. Failed renewal & account suspension

If your credit card on file is closed or expired, or if for any reason, a charge is rejected, you will be requested to update your Billing Information and supply a new payment to keep your account active. If a charge is rejected, your access to CHANGELEADER app will be suspended until you update your account information and the payment is successful.

2. Limited license

All protections with which CHANGELEADER is provided under this EULA shall survive the termination of your license to use the Software.

3. Proprietary rights

CHANGELEADER retain all title, ownership, and intellectual property rights in the App, including but not limited to all supporting documentation, files, marketing material, images, multimedia, and applets. The App is protected by copyright and other intellectual property laws and by international treaties. The App may include security measures designed to control access and prevent unauthorized copying and use. You agree not to interfere with any such security components. CHANGELEADER permits you to download, install, use, or otherwise benefit from the functionality or intellectual property of the App only in accordance with the terms of this EULA. The use of third party material included in the App may be subject to the terms and conditions typically found in the party's own license agreement.

4. Confidentiality

Each party agrees that it shall not disclose to any third party any information concerning the users, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this EULA, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this EULA. The App contains trade secrets and proprietary know-how that belong to CHANGELEADER and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS EULA, MAY BE ACTIONABLE AS A VIOLATION OF CHANGELEADER'S TRADE SECRET RIGHTS.

5. Non-transfer of rights

You may not rent, lease, sell, sublicense, assign or transfer your rights in the software, or authorize any portion of the software to be copied onto another individual or legal entity's computer.

6. Allowed usage

Upon fulfilling your obligations towards properly installing and registering the App or obtaining a valid license key, you are permitted to do only the following:

Use the Summary Documents e.g. Cheatsheets provided, expert opinion recommendations; suggestions; aggregated feedback; growth summary; summary sheet detailing key growth areas and growth progress; people analytics in relation to leadership growth and potential system gaps; customised organisational summary report and other reports agreed to by the user.

Modify the Documents, recommendations, suggestions to fit your own needs and the contractual relationship you are entering.

If you only have a license to use the free version of the App, in order to transmit a digital version of any of Documents, recommendations, suggestions, the receiving parties must also have a license to use the App. If the other parties do not possess a license, you are encouraged to send them a link to download the App and thereby acquire a license. These parties, may modify and make suggested changes to the Documents, recommendations, suggestions as part of the normal process or as part of your representation in a bona fide organisational and leadership relationship.

Disclose any final executed Documents, recommendations, suggestions reflecting a consummated process or recommendation to the Senior Management of the organisation.

Display or post online as a part of your website or online property for your own use, only material that are meant for public display or use on a website, such as Online Licenses, Privacy Statements, Affiliate Program Agreements, Linking Agreements and the like.

7. Distribution

You may not unpack or remove tests in any way except as prescribed by the Allowed Usage defined in section 5. Only distribution of the full and complete unaltered software application is allowed provided that CHANGELEADER has given you prior written authorization (through your participation in any of CHANGELEADER partner programs) and that all trademarks, ownership and copyright notices remain in the App.

8. Restrictions

You may not:

- (i) modify or create any derivative works of the App or documentation, including customization, any modifications or enhancements, translation or localization without CHANGELEADER's express written consent;
- (ii) reverse engineer, decompile, disassemble, make or otherwise attempt to derive the source code of the App, or the underlying ideas or algorithms of the App;
- (iii) attempt to gain unauthorized access to Documents, recommendations, suggestions, on CHANGELEADER's servers or any other service, account, computer system or network associated with the App or with CHANGELEADER, it's affiliates, agents, partners and customers;
- (iv) make queries or requests on the App or any features; services; forms; etc that are available on the App that result in a possibility of a malicious attempt to learn instructions or derive source code or the underlying ideas or algorithms of the App;
- (v) inputs instructions on any of the features of the App (e.g. MENTOR) in order to extract CHANGELEADER's instructions;
- (vi) remove or alter any trademark, logo, copyright or other proprietary notices or symbols in the App;
- (vii) incorporate, integrate or otherwise include the App or any portion thereof into any software, program or product;

(viii) provide false information when registering the App;

(ix) digitally transmit or make available the App or its content through local networks, intranets, extranets, FTP, online discussion boards, forums, list-serve, peer-to-peer networks or technologies, newsgroups, bulletin boards, or any other mode of shared communication system, or place the App onto a server so that it is accessible via a public network such as the Internet;

(x) use the App in any way that violates this EULA or any law; or authorize or assist any third party to do any of the things described in this section;

(xi) use robots or any automatic ways to download all the Documents, recommendations, suggestions;

(xii) upload viruses or malicious code, use the services to send spam or do anything else that could disable, overburden, interfere with or impair the proper working, integrity, operation or appearance of our services, systems or Products.

(xiii) access or collect data from our Products using automated means (without our prior permission) or attempt to access data that you do not have permission to access.

(xiv) proxy, request or collect Product usernames or passwords, or inappropriate access tokens.

(xv) sell, license or purchase any data obtained from us or our services, except as provided in the CHANGELEADER and Hokuapps Terms.

(xvi) misuse any reporting, flagging, dispute or appeals channel, such as by making fraudulent, duplicative or groundless reports or appeals.

We reserve the right to limit access to the service (as per paragraph 8) if we suspect a user of abusing the service.

8. Automatic Restriction on Use

In instances where CHANGELEADER discover that any of the situations in paragraph 7 has occurred, CHANGELEADER shall have the option to barr the user from accessing any of CHANGELEADER's services, including the App and all its features and abilities; CHANGELEADER's website and any other services that CHANGELEADER may provide.

9. Publicity

You shall not refer to the existence of this EULA in any press release, website, advertising or any publicly distributed or accessible material, without the prior written consent of CHANGELEADER.

10. Software license key

Certain features or content of the Software may require the purchase of an App license key. You agree not to attempt to, and not to, control, disable, modify or remove any component of the App license key protection system. You also agree not to access, attempt to access, copy, share or distribute the license key for any purpose.

11. Software updates

The App is configured to automatically check for updates. By using the App, you consent to receive software updates, modifications, and/or patches that address issues such as security, interoperability, and performance. Your use of the updates shall be governed by this EULA unless you are asked to agree to a new EULA at the time of download or installation.

12. Privacy

APP IMPROVEMENT PROGRAM. By participating in CHANGELEADER's Software Improvement Program, you allow CHANGELEADER to collect anonymous information relating to your use of the App, such as the frequency of your use of the App and of certain features, and information on errors occurring during your use of the App. This anonymous usage data will be used to diagnose performance issues and improve the reliability of the Software and its features. This data will not be tied to any information that would personally identify you.

PERSONAL INFORMATION. During the installation process, or at some time thereafter, you may be asked to provide certain information that will be used to personalize certain Documents, send you CHANGELEADER's information via email or mail, and customize some information presented to you through the Software. For example, you may be asked for your state/province/country, which could be used by the Software to provide you with locally relevant Documents and/or related products. All personal and billing information is transmitted using the secure SSL protocol. Both personal and non-personal information collected by the Software is safeguarded according to the highest privacy and data protection standards adopted worldwide, and will not be shared or given without your consent as described in our Privacy Policy (available <https://theCHANGELEADER.org/privacy-policy>).

13. Limitation of liability

EXCEPT AS REQUIRED BY LAW, CHANGELEADER AND ITS EMPLOYEES, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. CHANGELEADER'S LIABILITY UNDER THIS EULA IS LIMITED TO REPLACEMENT OF THE APP AND WILL NOT EXCEED FIVE DOLLARS (SGD\$5.00).

14. Disclaimer of warranty.

YOU ACCEPT THE SOFTWARE "AS IS" AND WITH ALL FAULTS (IF ANY). CHANGELEADER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHANGELEADER MAKES NO WARRANTY OR REPRESENTATIONS WHATSOEVER REGARDING THE CONTENT OF THE DOCUMENTS AND YOUR USE OF THE DOCUMENTS, OR THE SUITABILITY OF THE DOCUMENTS TO MEET YOUR SPECIFIC NEEDS. THE DOCUMENTS ARE DETAILED, BUT GENERIC IN FORM. THERE MAY BE LAWS APPLICABLE IN YOUR STATE/PROVINCE/COUNTRY THAT NEED TO BE ADDRESSED IN ANY FINAL

DOCUMENT. YOU ARE STRONGLY URGED TO OBTAIN COMPETENT LEGAL COUNSEL TO REVIEW THE DOCUMENTS YOU CREATE USING THE SOFTWARE AND TO ADVISE YOU ON ANY TRANSACTION IN WHICH YOU INTEND TO ENGAGE.

CHANGELEADER makes no warranties with respect to the Summary Documents e.g. Cheatsheets provided, expert opinion recommendations; suggestions; aggregated feedback; growth summary; summary sheet detailing key growth areas and growth progress; people analytics in relation to leadership growth and potential system gaps; customised organisational summary report and other reports agreed to by the user as described above and as such, there should be no reason for you to bring any grievance against CHANGELEADER. However, if you do bring any action, claim, suit, threat or demand against CHANGELEADER, and you do not substantially prevail, you shall pay CHANGELEADER's entire attorney fees and costs attached to such action. In the same token, if CHANGELEADER is forced to take legal action to enforce this EULA or any of its rights described herein or under any other laws, you will pay CHANGELEADER's attorney fees and costs.

15. Violations of this EULA

CHANGELEADER reserves all rights not specifically granted to you above. CHANGELEADER will have the right to proceed against you in the event that you infringe against CHANGELEADER's rights. Any use not within the precise scope of the license set forth herein will be considered an infringement. You acknowledge and agree that CHANGELEADER's damages in the event of your violation of this EULA will be substantial and that CHANGELEADER will suffer irreparable harm in such event. As such, CHANGELEADER shall have the right to obtain equitable remedies, including but not limited to recovery of damages, obtaining injunctions, recovering statutory damages, recovering attorney fees, and any other available legal remedy.

16. Termination

CHANGELEADER shall have the sole and exclusive right to immediately terminate this EULA and suspend your license to use the Software should you fail to perform any obligation required under this EULA, engage in activity that CHANGELEADER deems harmful to its well-being or if you become bankrupt or insolvent. This EULA takes effect upon your installation of the Software and remains effective until terminated. Upon termination of this EULA by CHANGELEADER, you shall return to CHANGELEADER the original and all copies of the Software and Documents including partial copies and modifications.

17. Waiver & severability

CHANGELEADER's waiver of any breach of this EULA shall not constitute an amendment to this EULA or CHANGELEADER's waiver of subsequent breaches. If any part of this EULA is found void and unenforceable, it will not affect the validity of the balance of this EULA, which will remain valid and enforceable according to its terms.

18. Electronic notices

You consent that CHANGELEADER may provide you with information and notices regarding the Software and CHANGELEADER via the email address you designate when installing the Software or thereafter. CHANGELEADER may provide notices to you via (i) email if you have provided CHANGELEADER with a valid email address, or (ii) by posting the notice on the CHANGELEADER website or the Software download site which CHANGELEADER owns and operates. You may withdraw your consent for electronic notices.

19. Amendments

CHANGELEADER reserves the right to unilaterally amend all offers, pricing terms or other matters pertaining to the Software, CHANGELEADER's website or this EULA. No course of dealing or trade usage shall be deemed to amend the terms of this EULA.

20. Governing law

The parties agree, for any claim or suit on any ground whatsoever relating to this EULA, the Republic of Singapore and the laws of Singapore shall be the sole place for the hearing of such claims or suits. Any dispute arising out of or in connection with this agreement must be submitted for mediation at the Singapore Mediation Centre (SMC) in accordance with SMC's Mediation Procedure in force for the time being. Either/any party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within [45 days] thereof. Every party to the mediation must be represented by [senior executive personnel, of at least the seniority of a Head of Department] or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the [English] language and the parties agree to be bound by any settlement agreement reached.

21. Complete agreement

This is the entire EULA between CHANGELEADER and you relating to the Software and it supersedes any prior representations, discussions, undertakings, warranties, communications or advertising relating to the Software.

22. Questions or Comments

For inquiries please contact:

CHANGELEADER PTE. LTD (UEN: 202010941Z)

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