

EZDP SOFTWARE TRIAL LICENSE AGREEMENT

This EZDP Software Trial License Agreement (“Agreement”) is a legal agreement between "You" or "Your" (the individual or single business entity) and **Material Automation (Thailand) Co., Ltd.** (“MAT”), a company incorporated under the law of Thailand and having its principal place of business at 12th Floor, CTI Tower, No. 191/78 Ratchadapisek Road, Klongtoey, Bangkok, 10110 Thailand.

PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING OR OTHERWISE USING THE SOFTWARE (DEFINED AS BELOW), YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT PERMITTED TO INSTALL OR USE THE SOFTWARE. THE SOFTWARE MAY NOT BE SOLD, TRANSFERRED, OR FURTHER DISTRIBUTED EXCEPT AS AUTHORIZED BY MAT.

The asset management software product “EZDP” for which You have acquired licenses, any media and accompanying documentation is protected by the copyright laws and treaties of Thailand and other countries and is subject to the terms of this Agreement. The terms the “SOFTWARE” means EZDP Software Trial License, including any programs, technology platform and other materials. The SOFTWARE may be used for trial only and uses in Your own internal business operations. The SOFTWARE shall not be used for commercial, productive purposes, for commercial training or any profit purposes.

1. Grant of License.

Subject to the terms and conditions of Article 3, MAT hereby grants You a non-exclusive and non-transferable limited license to install, use (“use” as used herein shall include storing, loading, accessing, executing and displaying) and have Your employees use the SOFTWARE for the purpose of managing Your asset (tangible or intangible asset, collectively “Asset”) within Trial Period. You are solely responsible for installation of the SOFTWARE on compatible equipment, with operating system software, provided by You.

2. Trial Period

This Agreement is effective upon Your installing or using the SOFTWARE (the “Effective Date”) and continues for a period of sixty (60) days thereafter (“Trial Period”), unless terminated earlier in accordance with this Agreement. This Agreement shall also terminate if You fail to comply with any terms hereof. In the event that this Agreement terminates for Your failure to comply with any of its terms, in addition to MAT enforcing its respective legal rights, You must promptly uninstall the SOFTWARE, including any all copies thereof. In case that you would like to use the SOFTWARE after the Trial Period or for production purposes, you have to purchase such Software from MAT under a separate agreement.

3. Restrictions.

- 3.1 The limited maximum number of Your Assets managed by using the SOFTWARE is **five hundred (500) items**. You may not manage Your Assets exceeding such number as authorized in the SOFTWARE.
- 3.2 Except as expressly allows in this Agreement, You may not:
 - 3.2.1 copy (in whole or in part, except for back-up purposes), modify, alter, create derivative works, reverse engineer, decompile, or disassemble the SOFTWARE;

- 3.2.2 transfer, assign, pledge, rent, timeshare, host or lease the Software, or sublicense any of Your license grants or rights under this Agreement, in whole or in part, without prior written consent of MAT;
- 3.2.3 remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the SOFTWARE;
- 3.2.4 disclose the results of any performance, functional or other evaluation or benchmarking of the SOFTWARE to any third party, without the prior written consent of MAT; and
- 3.2.5 otherwise violate applicable laws, ordinances or regulations.

4. Ownership.

MAT retains all right, title and interest in and to the SOFTWARE and all modifications and improvements thereto, including without limitation all intellectual property rights. Other than as expressly set forth in this Agreement, no license or other rights in the SOFTWARE are granted to You.

5. Maintenance and Support.

MAT has no obligation for installation of the SOFTWARE on compatible equipment, with operating system software and providing any maintenance and support, unless You and MAT separately enter into an agreement.

6. WARRANTY DISCLAIMERS AND EXEMPTIONS.

- 6.1 THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS. MAT DO NOT MAKE ANY GUARANTEES REGARDING THE SOFTWARE, MAT SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 6.2 WITHOUT LIMITING THE OTHER PROVISIONS OF THIS SECTION 6, MAT MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE, DOCUMENTATION, ANCILLARY TOOLS OR ANY OTHER MATERIAL, OR RESULTS OF THE USE THEREOF, WILL: (A) OPERATE WITHOUT INTERRUPTION; (B) ACHIEVE ANY INTENDED RESULT; (C) BE ERROR-FREE OR (D) BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH YOUR COMPONENTS.
- 6.3 IN NO EVENT SHALL MAT BE LIABLE WHATSOEVER FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, REVENUE, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR INCURRED FROM THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WHETHER OR NOT MAT OR ITS RESELLERS HAVE BEEN INFORMED OF OR ARE AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
- 6.4 MAT SHALL ASSUME NO LIABILITY WHATSOEVER FOR ANY DISPUTES WHICH ARISE BETWEEN YOU AND A THIRD PARTY CAUSED BY OR IN RELATION TO USE OF THE SOFTWARE BY YOU.
- 6.5 THE PROVISIONS OF THIS SECTION SHALL BE THE ENTIRE RESPONSIBILITY OF MAT WITH REGARD TO THE SOFTWARE.

7. Indemnification.

You agree to defend, indemnify and hold harmless MAT, its Affiliates and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including without limitation attorneys' fees) arising out of or related to any legal claim, suit, action or proceeding by a third party arising out of or relating to any Your defaults incurred from the use of the SOFTWARE or violation of this Agreement.

8. Export Control

You agree that the SOFTWARE shall not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable export control laws, restrictions or regulation of the countries involved.

9. Fee and payment

The SOFTWARE under this Agreement is provided to you free of charge during the Trial Period.

10. Force Majeure

Neither party hereto shall be liable to the other party for any delay or failure in the performance of its obligations under this Agreement, in the event that such delay or failure arises from any cause beyond the reasonable control of either of the parties, including, but not limited to, acts of God, fire, flood, epidemics, quarantine restrictions, embargo, war, civil war, act of government or governmental authorities, compliance with law, regulations or orders. The performance of any of the above obligations shall be suspended during, but no longer than, the existence of such cause.

11. Audit

- 11.1 MAT may audit Your use of the SOFTWARE with reasonable notice to You, at a time that will not interrupt Your normal business operations. You shall cooperate and provide the information to the extent deemed reasonably necessary to the audit. The result of any such audit shall not be treated as confidential information. MAT shall assume no liability for any expenses incurred by You that are related to such audit.
- 11.2 If an audit reveals that You have exceeded the scope of Your license hereunder, You shall pay for any such excess use together with interest thereon at the maximum rate permitted by applicable law.

12. Governing Law

This Agreement is governed by and construed in accordance with the laws of Thailand. You hereby irrevocably agree to the exclusive jurisdiction of the court of Thailand over any and all disputes arising out of or relating to this Agreement.

13. Assignment.

You shall not assign, transfer or otherwise dispose of this Agreement and any of the rights and obligations hereunder to any third party, without the prior written consent of MAT.

14. Waiver.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15. Independent Contractors.

Your relationship to MAT is that of an independent contractor, and neither party is an agent or partner of the other. You will not have, and You will not represent to any third party that it has, any authority to act on behalf of MAT.

16. Severability.

If any of the provisions of this Agreement are found to be invalid or unenforceable, then such provisions will be enforced to the maximum extent permissible consistent with the stated intentions of the parties, or, if incapable of being so enforced, shall be deemed deleted from this Agreement, while the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect.

17. Survival

Notwithstanding anything herein contained to the contrary, Section 4 through Section 18 shall survive termination or expiration of this Agreement.

18. Entire Agreement.

This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subjects. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of MAT.

Should you have any questions concerning this Agreement, or if you desire to contact MAT for any reason, you can contact MAT via telephone number 02-2615100 or <https://www.mat.co.th>.