

General Terms & Conditions for the access to and the use of WMS||XPRESS

1. General information

- a) AEB provides access through this service to the WMS||XPRESS software in the AEB data center.

AEB grants the User the non-exclusive and non-transferable right to use the software for the duration of his contractual right to do so under the following conditions for access and use terms through the AEB data center.

- b) AEB services support the User in its activities. AEB's services are limited to the software system description. The scope of AEB's services does not include customs clearance, legal advice, or tax counseling.

The product attributes of WMS||XPRESS are described in the online help. All and any further information provided in the online help or product documentation constitutes legally non-binding tips for the software users. The User must apply his own expertise in interpreting such information.

2. Requirements for using and accessing the software

- a) AEB services are accessed through the Internet. The User is responsible for its own Internet access. AEB notes that the number of workstations and the volumes of transmitted data affect service response times and that the User must take this into account in determining its Internet bandwidth needs.
- b) The User is responsible for providing a computer in its place of business that meets the current system requirements and the system description. The most current versions of these documents can be found on the AEB User Portal or can be requested at AEB. The system requirements specified to the User are not a contractually guaranteed attribute of AEB's service, and AEB reserves the express right to modify the system requirements.
- c) The User of WMS||XPRESS must possess the necessary technical and subject-matter expertise. AEB shall provide training in the use of the software upon request for an additional fee.

3. AEB services

- a) AEB shall provide the User with access to WMS||XPRESS.
- b) The User support services are subject of the contract between the User and SingTel.
- c) AEB is not responsible for setting up or maintaining telecommunications equipment connecting the User to AEB. AEB has a limited responsibility to maintain telecommunications from AEB to third parties. AEB has no control over disruptions to public communication networks and energy grids (such as those on which the Internet relies). Such disruptions may lead to disruptions in the connection to and from AEB for which AEB is not responsible. This also applies to the telecommunications connection from AEB to third parties from the transfer

point of the AEB data center. AEB's service guarantee therefore does not extend to the area beyond the transfer point.

- d) AEB shall repair program bugs in WMS||XPRESS without delay after they are made known. "Program bugs" refers here solely to deviations from the functionality that prevent or substantially impair the value or usability of WMS||XPRESS for the usage specified in the system description.
- e) AEB backs up User data on its computer systems to ensure that at any given time the data of the previous day is available. If it becomes necessary to install a backup copy of the WMS||XPRESS data center solution, AEB is entitled to restore the data as it existed at the time of the last available backup.

4. Obligations of User

- a) The User is responsible for the costs of meeting the requirements for using and accessing the software.
- b) The User must ensure that WMS||XPRESS is used only for its intended purpose and that its use of this software does not violate any applicable law. The User must take all necessary and reasonable precautions to secure its business premises, computer systems, and communication systems so that third parties or other unauthorized persons cannot gain access to the AEB computer systems or use WMS||XPRESS without authorization and so that the proper and intended function of WMS||XPRESS is not impaired. The User indemnifies AEB from any third-party claims resulting from violations of these terms.
- c) The User must also impose the same obligations outlined under section b) on its employees, especially the authorized Users of WMS||XPRESS.
- d) The User shall only enable and permit persons with the proper training and instructions to use WMS||XPRESS. As far as the User is entitled to contact AEB support, he shall ensure that the contact persons he appoints possess all required technical and organizational skills. The User shall provide AEB with the names of the authorized contact persons in writing. Verbal notification is not sufficient. Should a contact person change, the User shall designate a replacement and notify AEB thereof.

5. Protection of Intellectual Property

- a) The copyright and other intellectual property rights of whatever nature related to the System and its documentation are and shall remain the property of AEB GmbH, Germany and/or AEB. AEB reserves the right to grant a license to use the System to any other party or parties.
- b) The WMS||XPRESS service, the name of the software, all related documentation, and the system description are subject to copyright and other trademark rights and may constitute or contain business secrets.
- c) The download of software or portions of software installed on AEB computer systems or the copying of any software or portions of software onto AEB computer systems through the

connection between the User's computer systems and those of AEB or in any other manner is not permitted. The User is liable for any losses sustained by AEB as a result of violations.

- d) The User is entitled to make up to two copies of the WMS||XPRESS documentation for its own data backup purposes. Additional reproductions or any sharing with unauthorized persons are not permitted. The documentation must be treated with confidentiality and remains the property of AEB. The User shall return the documentation upon completion of his right to access and use of WMS||XPRESS and destroy or delete any copies.
- e) The User is allowed to copy its own data stored on the AEB computer systems and the processing results from its use of WMS||XPRESS onto its own computer systems if the user rights and the application offer this option to the User.

6. Liability

- a) Save as specifically provided for in these Conditions , AEB hereby excludes all liability for negligence to the fullest extent permissible at law, but AEB does not exclude liability for death or personal injury caused by the negligence of AEB, its officers, employees, contractors or agents for fraud or any other liability which may not be excluded by law.
- b) AEB shall not be liable to the User for (a) any loss of profit, (b) any indirect, consequential or special losses howsoever arising out of or in connection with the performance of its obligations or any breach thereof under these conditions.
- c) AEB's maximum total liability in contract, tort or otherwise (including but not limited to any liability for any negligent act or omission) for damages howsoever arising out of or in connection with the performance or observance of its obligations or any breach thereof under these conditions will be limited to a maximum amount equal to twelve monthly license fees to be paid by the User.
- d) It is agreed that the parties are not liable for the effects of force majeure, especially strikes or lockouts.
- e) AEB's defense of contributory negligence by the User remains unrestricted.
- f) The expiration of damage claims is generally governed by applicable law. Claims for damages arising from AEB products and services expire one year following the provision of such, however. This restriction does not apply if AEB is found to have exhibited willful misconduct or gross negligence in causing the loss.

7. Period of use and access and its termination

- a) The period of use and access begins when WMS||XPRESS is made available for use. AEB is entitled to block or restrict the access of the User to the system in the event of a serious breach of these conditions by the User. If such an incident should occur, AEB will inform the User and state the reasons for its actions. Unless the situation requires immediate action, AEB will inform the User before blocking or restricting the access of the User. AEB's responsibility to retain User data expires when a termination of the User's right to use and access takes effect. AEB will provide this data to the User in a format of AEB's choosing. If

the User does not wish to accept this data, he may pay a sum to be agreed upon to have the data archived.

- b) The User hereby acknowledges AEB's right to delete or block the User's data in accordance with data privacy requirements if the User fails to accept the data or order it archived within three months after the termination of the contract takes effect.

8. Data privacy

- a) The User understands that the use of WMS||XPRESS involves storing business and personal data on AEB computer systems. Proper processing, checking, and billing also requires that additional information be analyzed, stored, and backed up on external data storage media. This data will not be shared with third parties without the prior consent of the User except for the purposes of fulfilling AEB's contractual obligations.
- b) If storing or processing such data requires approval or permits, the User hereby assures that the appropriate persons and institutions have been notified and any necessary permits have been obtained. AEB is not liable for noncompliance by the User, and the User hereby indemnifies AEB in advance from any third-party claims arising from such noncompliance.

9. Confidentiality

- a) The Software System and the WMS||XPRESS software is proprietary to AEB and AEB GmbH and contains valuable trade secrets. The User shall at all times keep the System and the associated documentation confidential and shall not permit the same to be used, copied, disclosed or disposed of except in accordance with these conditions. The User further undertakes to neither grant a license nor make the System accessible to a third party in any way without first obtaining the explicit agreement of AEB in writing. In the event that, within the framework of these conditions, copies are made by the User, the User undertakes to expressly refer to the rights of ownership and copyright of AEB. The confidentiality obligation shall not apply if and to the extent it concerns (1) information for which the User can demonstrate that it was known to him before the sublicense has been granted, or (2) is publicly available through no fault of the User .
- b) AEB undertakes to neither use nor make accessible to third parties any business secrets of the User or any other information which the User has explicitly designated as confidential without the written permission of the User. Third parties as defined here do not include any Affiliates of AEB. Affiliate means any company controlling, controlled by or under common control with a Party, whereby "control" shall mean the right to exercise at least 50% of the voting rights. AEB shall ensure that the aforementioned companies and their employees are subject to corresponding obligations of confidentiality.
- c) User AEB also commits to use state-of-the-art technology to protect the data stored in its data processing systems and to prevent access by unauthorized third parties.

- d) Third parties for the purposes of these conditions includes neither the companies of the P.M.Belz Group – AFI GmbH, AEB GmbH, AOB GmbH, and PMB GmbH – nor their associated enterprises or affiliates, nor their employees. AEB shall ensure that the aforementioned companies and their employees are subject to corresponding obligations of confidentiality.
- e) The sole exception from the obligation of confidentiality is if AEB is obligated to disclose information to government entities such as criminal or fiscal authorities. AEB is obligated to notify the User without delay of any such instances, however.

10. Assignments

Neither Party shall be entitled to assign, transfer, deal or otherwise pass its rights under these conditions to any third party without the prior written consent of the other Party. However, AEB shall be permitted to assign these conditions to its Affiliate without the need for consent.

11. Miscellaneous

- a) No supplemental verbal agreements are in place.
- b) Changes to these conditions must be in writing.

12. Severability clause

- a) The partial or complete invalidity of any provision of these conditions does not affect the validity of the remaining provisions.

13. Governing law

- a) These conditions shall be governed by and construed in accordance with the laws of Singapore.
- b) Any dispute arising out of or in connection with these conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of a single arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the parties.