



ZORALab Enterprise (201603356108)

+60129815172 | hello@zoralab.com

B-17-09, Green Park Residence, Jalan Green Park, 43300, Seri Kembangan, Malaysia

ZORALAB'S SALUT

TERMS AND CONDITIONS

Version 1.0.0

BY

ZORALab Enterprise (201603356108) Legal Division

legal@zoralab.com

FOR

Customers' purchasing ZORALab's Salut

EFFECTIVE FROM

June 1, 2022



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This Agreement is made on the date and time stipulated in the last page of this Agreement

BETWEEN

1. ZORALAB ENTERPRISE (Business Registration Number: 2016033556108) of B-17-09, Green Park Residences, Jalan Green Park, 43300, Seri Kembangan, Malaysia (hereinafter referred to as "ZORALab")

AND

1. YOU where you are an legal entity be it a person or a company authorized to use ZORALab's Salut subjected to these Terms and Conditions herein and/or an entity of whatsoever description including but not limited to an individual, a group of individuals, a sole proprietorship, a partnership, a body corporate or otherwise governmental bodies and agencies of any kind established under the laws, rules and/or regulations for the time being in force and which may come into force (hereinafter referred as "CLIENT")

(CLIENT shall be collectively referred to as "Receiving Parties")

(ZORALab, and the Receiving Parties shall be collectively referred to as "Parties")

WHEREAS:

- A) The Receiving Parties are desirous of appointing ZORALab for one or more Services of the Product (as defined in this Agreement). At the request of the Receiving Parties, ZORALab agrees to provide the service of the Product to the Receiving Parties upon the terms and subject to the conditions set out in this Agreement.

NOTE THE PARTIES ARE AGREED as follows:



1. Definitions

- 1.1. Words importing the singular number includes the plural number and vice versa.
- 1.2. Words importing the masculine gender including feminine.
- 1.3. For the purpose of this Agreement, all capitalized terms not defined herein shall have the meaning set forth in General Terms and Conditions. All other terms not defined herein shall have the meaning as may generally accepted by industrial based on context used herein.

Agreement	Means this ZORALab's Salut Terms and Conditions terms sheet.
Customer	Means a legally responsible entity who purchased and subscribed to any ZORALab's products.
Cut-Off Time	Means the maximum time-limit of the Service execution where ZORALab shall halt the executions upon maturity disregarding its completion status.
Endpoint	Means a computing devices disregarding its form factor such as but not limited to desktop computer, laptop computer, single-board computer, workstation computer, mobile smart phone, mobile tablet, internet-of-thing terminal, smart devices like controllable smart television, and etc.
General Terms and Conditions	Means the terms and conditions stipulated in ZORALab General Terms and Conditions terms sheet that is applicable across all ZORALab platform, ecosystem, Products, and Services. The latest terms sheet in PDF format is available online at: https://legal.zorallab.com/en/terms-and-conditions/general/latest/
Integrate, Integration, Integrated	Means by combining services from third-party Vendor and/or ZORALab to produce a larger, different technological solution without any assimilation involved.
Product	Means the ZORALab's Salut services product.
Service	Means the individual serviceable good sold under the Product.
SKU	Means the unique identifier of a Service.
Packaged, Package	Means a combination of Service into a single large Service good sold under the Product.



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Vendor	Means one or more external third-party technological service providers providing one or more tech services necessary to fulfill the functionalities of the Service.
You or Yours	Means the Receiving Parties.



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2. General Terms and Conditions Compliance

- 2.1. For the avoidance of doubt, this Agreement shall always be read together with the latest General Terms and Conditions side-by-side in tandem where the latter shall be processed, comprehended, signed, and ratified before the former.
- 2.2. In lieu with Clause 2.1, in the event of inconsistency between this Agreement and the General Terms and Conditions, the former shall prevail.
- 2.3. The Receiving Parties shall agree, sign, and ratify both General Terms and Conditions Agreement and this Agreement in order to fully ratify the latter.
- 2.4. In lieu with Clause 2.3, should the Receiving Parties had signed and ratified the General Terms and Conditions prior to this Agreement, its legal ratification shall be carried forwarded to this Agreement and the signing of General Terms and Conditions shall be seamlessly treated as completed.

3. Availability and Eligibility

- 3.1. The Product is available since June 1, 2022 and shall continue to be available until further notice issued by ZORALab.
- 3.2. In lieu with Clause 3.1, any extension or discontinuation of the Product shall be at sole discretion of ZORALab.
- 3.3. The Product shall be only eligible for the Receiving Parties who can be anyone above legal age of 18 and who is financially capable of performing any Payment of the selected Product's Services.
- 3.4. In lieu with Clause 3.3, The Product shall be eligible for both existing and new ZORALab Customers.
- 3.5. The Receiving Parties acknowledged, agreed, and declared that the motive of using the Product and the Receiving Parties themselves both are not and shall not be involved in any activities deemed illegal in one or more countries notably The Receiving Parties' and ZORALab's country of operations such as but not limited to Malaysia, Singapore, Japan, United States, China, European Union members, and United Kingdom.



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- 3.6. Notwithstanding the aforementioned, ZORALab reserves the right at its sole discretion to include any other Customers or Vendors who ZORALab deems fit for the fulfillment of the purchased Services.
- 3.7. The Receiving Parties will continue to enjoy the outcome of the Product and the Product itself as long as the same remains active and offered by ZORALab and its integrated Vendors.
- 3.8. ZORALab reserves the full rights to make any alteration or changes to the Product or any part thereof, or suspend the Product or any part thereof with or without prior notice and ZORALab shall not be liable for any losses or inconveniences to the Receiving Parties resulting therefrom.
- 3.9. ZORALab may assign or novate all or parts of the Agreement to any third-party by written notice without prior consent from the Receiving Parties and the Receiving Parties agree to make all subsequent Payments whenever applicable to ZORALab as instructed in such further notice.

4. Agreement Ratification

- 4.1. This Agreement shall be effective and ratified immediately upon the completion of the Receiving Parties' signatory status in the last page starting from the stated signatory date.
- 4.2. In lieu with Clause 4.1, in the event where the Receiving Parties performs any Payment for purchasing one or more Services of the Product, both Generals Terms and Conditions and this Agreement shall be unilaterally treated as read, agreed, and ratified by the Receiving Parties with ZORALab automatically regardless of the The Receiving Parties' signatory status.
- 4.3. The legal implications of this Agreement shall be effective and carried forward to future purchases of any Services from this Product until the termination of this Agreement.

5. Agreement Termination

- 5.1. The Receiving Parties may only terminate this Agreement by giving ZORALab a minimum 7 working days prior written notice.



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- 5.2. In lieu with Clause 5.1, this Agreement shall be deemed terminated within 7 working days from the recipient of the termination notice by ZORALab to the Receiving Parties.

6. Product Nature

- 6.1. The Receiving Parties shall comprehend and acknowledge that the Product is a catalog of tech Services prominently displayed in a detailed-oriented manner at the <https://salut.zoralab.com> Web Portal (referred to Clause 1 of General Terms and Conditions), offered in either Packaged form or individual form, via technologies and processes Integration from multiple third-party Vendors and ZORALab for optimum economics and performances.
- 6.2. The Receiving Parties acknowledge that due to the nature of the Product offering tech Services itself, ZORALab shall not offer any after-sales support upon completion of a Service where the Receiving Parties can purchase the corresponding and related Services matching the after-sales support needs.
- 6.3. The Receiving Parties acknowledge that each Service offered in the Product, be it Packaged goods or otherwise, are uniquely identified by their SKU for unilateral communications and identifications inside and outside of ZORALab organization.
- 6.4. In lieu with Clause 6.1 and Clause 6.2, the Receiving Parties shall authorize ZORALab to select all necessary technologies and services offered by authorized third-party Vendors to deliver the purchased Services.
- 6.5. The Receiving Parties agree and shall hold absolute full responsibilities for any consequences stipulated by any third-party Vendors under a deployed Services such as but not limited to:
- 6.5.1. Vendor's business policies and pricing changes; OR
 - 6.5.2. consequences due to failure to perform payment on-time; OR
 - 6.5.3. consequences due to violation of the service provider's terms and conditions.



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- 6.6. The Receiving Parties agree and acknowledge that ZORALab does not warrant the completion of the Service execution within the Cut-Off Time.
- 6.7. In lieu with Clause 6.6, the Receiving Parties agree and acknowledge that in the event where the Cut-Off Time of an executing Service is depleted due to one or more unexpected circumstances disregarding its Service's completion status, duplicated purchase of the same Service is required to extend the additional Cut-Off Time.
- 6.8. The Receiving Parties agree and acknowledge that should a need to exceed one or more stipulated Service limit prominently displayed at the Web Portal (referred to Clause 1 of General Terms and Conditions) such as but not limited to exceeding the work limit of 2TB data transfer, duplicate purchase of the same Service is required to extend the additional capacity needs.

7. Data Privacy

- 7.1. While ZORALab is committed to protect the Receiving Parties' Sensitive Data (referred to Clause 1 of General Terms and Conditions), The Receiving Parties shall acknowledge that ZORALab does not guarantee or warrant any unauthorized or accidental access to such data.
- 7.2. Due to the nature of Integration globally, the Receiving Parties hereby granted ZORALab to transfer Sensitive Data (referred to Clause 1 of General Terms and Conditions) to third-party Vendors such as but not limited to, datacenter located in countries outside of The Receiving Parties' and ZORALab's residence that may or may not have a different data protection regime.
- 7.3. The Receiving Parties shall agree and fully commit to provide necessary Sensitive Data to ZORALab for legal and accountability purposes.
- 7.4. The Receiving Parties shall acknowledge and agree that ZORALab shall not be hold liable for any Services' execution delay not limited to exceeding scheduled timeline caused by the absent of the commitment stated in Clause 7.3.



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- 7.5. The Receiving Parties agree that ZORALab shall be held harmless from any liability that may arise regarding the production, use, and distribution of the Product as described herein, and ZORALab is hereby released from any claims relating to the rights granted above.

8. Pricing Structure

- 8.1. The Receiving Parties shall be charged for each selected Product's Service offered by ZORALab based on the respective charges prominently displayed at the Web Portal (referred to Clause 1 of General Terms and Conditions).
- 8.2. Should any of the Service deemed Activated (referred to Clause 1 of General Terms and Conditions), the full pricing shall be charged regardless of the Receiving Parties termination intention and its outcome.
- 8.3. Should any of the Service be purchased, the Receiving Parties agree and shall perform the stipulated Upfront Payment (referred to Clause 1 of the General Terms and Conditions) to ZORALab for the selected Product's Service Activation.
- 8.4. The Receiving Parties agree and shall commit the stipulated Payment by the selected third-party Vendors directly and under ZORALab's supervision and instructions.
- 8.5. In lieu with Clause 6.5, Clause 6.7, and Clause 6.8, the Receiving Parties agree and shall not, by any means necessary, hold ZORALab liable for any Payment owe to any of the third-party Vendors.
- 8.6. The Receiving Parties agree and acknowledge to take necessary action for Service execution continuity where ZORALab shall inform the Receiving Parties with due diligence regarding impractical time budget at 50% of the remaining purchased Service's Cut-Off Time such as but not limited to:
- 8.6.1. third day (Day-3) of 5 days limit; OR
- 8.6.2. fourth day (Day-4) of 7 days limit.



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- 8.7. The Receiving Parties agree and acknowledge that the Payment is not refundable in the event of Service execution earlier than the stipulated Cut-Off Time.
- 8.8. The Receiving Parties agree that, in the event of termination or cancellation of the Service while it is Activated (referred to Clause 1 of General Terms and Conditions), shall not seek any refund from ZORALab and the selected third-party Vendor.
- 8.9. The Receiving Parties agree and shall grant ZORALab, in the event of any unauthorized late Payment of any kind to:
 - 8.9.1. revert all executions back to its initial state; AND
 - 8.9.2. no refund of Upfront Payment; AND
 - 8.9.3. charging late payment fees at ZORALab's sole discretion; AND
 - 8.9.4. no compensation of any kind.
- 8.10. The Receiving Parties agree that ZORALab shall charge for any logistical charges involving ZORALab traveling to the Receiving Parties' designated locations for executing the Service.

9. Service Activation

- 9.1. In lieu with Clause 8.1 and Clause 8.3, the purchased Service shall be Activated (referred to Clause 1 of General Terms and Conditions) automatically upon receiving the stipulated Upfront Payment (referred to Clause 1 of General Terms and Conditions).
- 9.2. Upon Service Activation, the execution of the paid Service shall then be started by ZORALab for the Receiving Parties.



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10. Service Execution

- 10.1. The Receiving Parties agree and shall fully commit to collaborate with ZORALab for the deciding method of Service execution where it can be any of the following:
- 10.1.1. **COMPLETE REMOTE** – where ZORALab shall execute the Service by accessing the technology across the Internet entirely remotely using ZORALab infrastructure; OR
 - 10.1.2. **CONTROLLED REMOTE** – where ZORALab shall execute the Service by remotely access to an Endpoint owned and housed in the Receiving Parties' premise alongside an appointed staff from the Receiving Parties; OR
 - 10.1.3. **PHYSICAL PRESENCE** – where ZORALab shall execute the Service by physically present in the Receiving Parties' premise accessing the necessary assets and Endpoint owned by the Receiving Parties.
- 10.2. In lieu with Clause 10.1, the Receiving Parties agree that the decision for selecting the optimal method must include the following consideration factors:
- 10.2.1. **Data Risk and Criticality** – where ZORALab shall execute closer to physical presence option should the data is deemed more critical and riskier of losing the data such as but not limited to:
 - 10.2.1.1. trade secrets; OR
 - 10.2.1.2. process technologies; OR
 - 10.2.1.3. undisclosed intellectual properties.
 - 10.2.2. **The Service's Physical Presence Requirement** – should the Service's remote capability is unavailable or impractical, physical presence is the only option; AND



- 10.2.3. **The Remote Access Security Requirement** – should the security requirement for remote access is unavailable or deemed unreliable, physical presence is the only option.
- 10.3. In lieu with Clause 8.10, Clause 10.1, and Clause 10.2, the Receiving Parties agree that additional logistical Payment by ZORALab shall be charged for physical presence execution stated in Clause 10.1.3.
- 10.4. The Receiving Parties acknowledge that ZORALab shall always perform complete remote method stated in Clause 10.1.1 or controlled remote method stated in Clause 10.1.2 by default, favoring the Receiving Parties from incurring additional logistic charges stated in Clause 10.3.
- 10.5. For Services involving data loss via intended deletion, the Receiving Parties agree and shall not hold ZORALab liable for any data loss due to intentional deletion without purchasing any corresponding data archiving Service.
- 10.6. For Services involving system setup, the Receiving Parties agree and acknowledge to provide full collaboration with ZORALab for deciding the system infrastructure, constructed using any of the following method:
- 10.6.1. **Integrate** – where the tech services provided by approved Vendors and only interface across the Internet via cloud; OR
- 10.6.2. **Self-host** – where the tech services is hosted by the Receiving Parties using cloud computing platform and only interface across the Internet via cloud; OR
- 10.6.3. **Local-build** – where the hardware and software are purchased and hosted locally inside the Receiving Parties' premise.
- 10.7. In lieu with Clause 10.6, the Receiving Parties acknowledge that ZORALab shall always perform setup Services via integrate method as stated in Clause 10.6.1 or self-host method as stated in Clause 10.6.2 method by default while strongly discourages local build method as stated in Clause 10.6.3 due to unnecessary costs, liability, complexity, performance compromisation, risks of disconnection, and data loss threats.



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11. Service Conclusion

- 11.1. Upon service completion and its execution conclusion, the Receiving Parties agree and shall perform the Payment of the remaining balances from the previously paid Upfront Payment (referred to Clause 1 of General Terms and Conditions) with respect to Clause 8.1.
- 11.2. The Receiving Parties agree and shall fully collaborate with ZORALab to conclude the completed Service such as but not limited to paperwork fulfillment, and clearing remaining Payment balances.



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In WITNESS WHEREOF, the Receiving Parties wishing to be bound by this Terms and Conditions Agreement have affixed their signature below. This Agreement shall be effective as of the day and year written below:

Signature COMPULSORY	
Full Name per NRIC COMPULSORY	
NRIC Number COMPULSORY	
Representing Company with Registration Number OPTIONAL	
Date of Signatory COMPULSORY	