

## **Master License Agreement**

The following (this “Agreement”) are the terms of the agreement between **Hexasoft Development Sdn. Bhd.** (“Hexasoft”) and You or Your Organization as the Licensee (“Licensee”) of goods and services through Hexasoft. If you do not agree to the terms of this Agreement, or the terms of the Hexasoft Data Processing Addendum (url: [https://www.ip2location.com/ip2location\\_dpa.pdf](https://www.ip2location.com/ip2location_dpa.pdf)) which is incorporated by this reference and constitutes an integral part of this Agreement, you will not be able to purchase or use the products. Please review the terms carefully.

### **BACKGROUND.**

Hexasoft provides a collection of databases, services and products that provide geographic information, proxy detection and other data associated with specific Internet Protocol (IP) addresses.

- (a) “IP2Location Databases” refers to the databases in text or binary format that provide geographic information and proxy data.
- (b) “IP2Proxy Databases” refers to the databases in text or binary format that provide proxy detection and anonymizer data.
- (c) “IP2Location Software” refers to the computer programs used to query the IP2Location Databases or IP2Proxy Databases.
- (d) “IP2Location Web Services” refers to the web services hosted at IP2Location.com and IP2Location.io used to detect geographic information and proxy data.
- (e) “Licensed Products” refers collectively to the IP2Location Databases, IP2Proxy Databases, IP2Location Software, and IP2Location Web Services.
- (f) “Documentation” shall mean the applicable guides, service descriptions, technical specifications, and user manuals made available by Hexasoft.
- (g) “Derivative Work” means a software product, application, or service developed by the Licensee that integrates or utilizes the Licensed Products.
- (h) “End User” means a third party customer of the Licensee who uses the Derivative Work.
- (i) “License Type” refers to the specific category of license purchased by the Licensee, specified as either a “Standard License”, “Site License”, or “Redistribution License” in the Quotation, Invoice, or Purchase Order.

### **GRANT OF RIGHTS.**

Subject to the terms and conditions of this Agreement, Hexasoft grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products for internal business purposes, subject to the specific restrictions of the License Type purchased:

- (a) **Standard License:** Licensee is permitted to install and use the Licensed Products on one (1) single server or computing instance for internal business purposes only. Redistribution to third parties is strictly prohibited. Additional licenses must be purchased for each additional server.
- (b) **Site License:** Licensee is permitted to install and use the Licensed Products on an unlimited number of servers for internal business purposes, provided all servers are owned, leased, or controlled by the Licensee. Redistribution to third parties is strictly prohibited.
- (c) **Redistribution License:** Licensee is permitted to:
  - (i) Use the Licensed Products to develop a Derivative Work;
  - (ii) Reproduce and distribute the Licensed Products solely as web service, or embedded component of said Derivative Work to End Users; and
  - (iii) Grant End Users a limited, non-exclusive right to use the Licensed Products solely as part of the Derivative Work.

### **RESERVATION OF RIGHTS.**

Hexasoft retains all right, title and interest (including, without limitation, copyright and database rights) in and to the Licensed Products and the Documentation, and to the form and content thereof. Hexasoft also reserves all rights not expressly granted to Licensee by this Agreement. Except as permitted by this Agreement, no portion of the Licensed Products may be copied, reproduced, modified, published, uploaded, posted, transmitted or distributed in any way without Hexasoft’s prior written permission. Neither the subscription granted to Licensee by Hexasoft hereunder nor this Agreement or any of its provisions provide Licensee with any title to or ownership rights or interest in the Licensed Products or Documentation (or any component of either), but only a right of limited access and use as expressly set forth herein.

**PERMITTED PURPOSES.**

Licensee's use of the Licensed Products is restricted solely to the following business purposes:

- (a) **Standard License:** Use is restricted solely to internal business operations such as content localization, fraud detection, geographic reporting, and network analysis.
- (b) **Site License:** Use is restricted solely to internal business operations such as content localization, fraud detection, geographic reporting, and network analysis.
- (c) **Redistribution License:** Use is permitted for the commercial purpose of licensing, selling, or distributing the Derivative Work to End Users.

**LICENSE RESTRICTIONS.**

Except as expressly permitted under a Redistribution License (as detailed in GRANT OF RIGHTS section), Licensee may not:

- (a) Allow anyone other than Licensee, Licensee's employees, Licensee's contractors or Licensee's vendors to access the Licensed Products, or any portion thereof, without Hexasoft's express written permission;
- (b) Distribute the Licensed Products as stand-alone products under any names or any distribution methods;
- (c) Use the Licensed Products to develop a database, web service, online or similar service, or other information resource in any media for sale to, distribute to, display to or use by others;
- (d) Create compilations or derivative works of the Licensed Products;
- (e) Use the Licensed Products in any Licensee's products or services that Licensee provides to its end users;
- (f) Use the Licensed Products in any fashion that may infringe any copyright, intellectual property right, contractual right, or proprietary or property right or interest held by Hexasoft;
- (g) Store in a retrieval system accessible to the public, transfer, publish, distribute, display to others, broadcast, sell, or sublicense the Licensed Products, or any portion thereof;
- (h) Remove or obscure any copyright notice or other notice or terms of use contained in the Licensed Products; or
- (i) Copy, reverse engineer, decompile, disassemble, derive source code, modify the Licensed Products, in whole or in part, and shall include such restrictions in its license agreement of Derivative Works for Redistribution License.

**OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.**

The Licensee acknowledges that it has no rights to Hexasoft's intellectual property and all such rights shall belong to Hexasoft.

**FEES.**

Hexasoft's current fee schedule for using the Licensed Products and related services is posted on the IP2Location website (url: <https://www.ip2location.com>). Licensee shall be responsible for paying all fees associated with the use of the Licensed Products. Except as otherwise provided in this Agreement, all fees payable by Licensee to Hexasoft pursuant to this Agreement are not refundable. Hexasoft has the right to change the fees with at least thirty (30) days' written notice.

**CONFIDENTIALITY.**

The Licensee may have access to confidential, proprietary or trade secret information of Hexasoft, including, without limitation, the Licensed Products and other services. The Licensee will use such confidential information for the purpose(s) for which it is provided. The Licensee agrees not to intentionally disclose or intentionally make available to any third party information received from Hexasoft in any form without the express written approval of Hexasoft. In particular, the Licensee agrees that it will not publish to any third party findings of any evaluation of the Licensed Products against competitive products without the express written approval of Hexasoft. Neither party will make any public announcements concerning the other party or this Agreement. Neither party will discuss the other party or this Agreement with any third parties or representatives of the press without the other party's written approval.

**LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES WILL HEXASOFT BE LIABLE TO THE LICENSEE OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT OR THE BREACH OF

THIS AGREEMENT OR RELATING TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HEXASOFT'S LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO HEXASOFT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM IN CONNECTION WITH THE PROVISION OF LICENSED PRODUCTS UNDER THIS AGREEMENT AND LICENSEE AGREES THAT THE FOREGOING SHALL CONSTITUTE LICENSEE'S EXCLUSIVE REMEDY. THE LICENSEE HEREBY RELEASES HEXASOFT, ITS OFFICERS, EMPLOYEES AND AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

#### **NO WARRANTIES.**

THE LICENSED PRODUCTS ARE FURNISHED ON AN "AS IS" AND "AS-AVAILABLE" BASIS. HEXASOFT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CAPABILITY OF THE LICENSED PRODUCTS OR THE ACCURACY OR THE COMPLETENESS OF THE LICENSED PRODUCTS. ALL WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS ARE EXPRESSLY DISCLAIMED. HEXASOFT DOES NOT WARRANT THAT THE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE IS FREE OF OTHER HARMFUL COMPONENTS. NEVERTHELESS, HEXASOFT SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE LICENSED PRODUCTS FREE OF VIRUSES AND MALICIOUS CODE.

#### **TAXES AND DUTIES.**

The Licensee shall be responsible for all applicable federal, state, municipal, sales, withholding, value-added, use, excise and other taxes or duties payable in respect of this Agreement.

#### **TERM.**

This Agreement is effective from the date of acceptance by Hexasoft of your application for credentials to access the Licensed Products until terminated in the manner provided herein.

#### **TERMINATION.**

- (1) Hexasoft may terminate this Agreement, without cause and for its convenience, upon thirty (30) days' advance notice to the Licensee. In the event of such termination for convenience by Hexasoft, Licensee shall be entitled to a pro-rated refund. Hexasoft shall refund to Licensee a pro-rated portion of any prepaid fees covering the remainder of the current subscription term. This refund will be calculated based solely on the number of complete, unexpired months remaining in the subscription term calculated from the effective date of termination.
- (2) The Licensee may terminate this Agreement at any time by giving thirty (30) days' advance notice to Hexasoft and removing the Licensed Products from their system and destroying all copies of the Licensed Products and the accompanying documentation.
- (3) Notwithstanding anything stated herein, this Agreement will result in automatic termination upon the happening of any of the following events:
  - (a) Failure to renew the subscription attached to the provision of Licensed Products under this Agreement; or
  - (b) Any unauthorized copying of the Licensed Products; or
  - (c) Failure to comply with the terms and conditions of this Agreement.

#### **CONSEQUENCES OF TERMINATION.**

- (1) Upon termination of this Agreement the license shall immediately cease, and the Licensee shall:
  - (a) **Standard License:** Licensee must immediately destroy all copies of the Licensed Products.
  - (b) **Site License:** Licensee must immediately destroy all copies of the Licensed Products.
  - (c) **Redistribution License:** Licensee must immediately cease distributing the Derivative Work containing the Licensed Products. However, End Users who legally acquired the Derivative Work prior to termination may continue to use it (sell-off period), provided no new updates are issued.

- (2) Unless otherwise provided under this Agreement, in the event of any termination for whatever cause, no refund of monies or compensation will be paid by Hexasoft to the Licensee.
- (3) Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of Hexasoft and Licensee at the date of termination, unless waived in writing by mutual agreement of the parties.

#### **UPDATES.**

Updates to the Licensed Products will be made available as and when commercially released at commercially reasonable efforts during the term of this Agreement, provided always that Hexasoft shall not be obligated to provide such updates.

#### **PRODUCT MODIFICATION.**

Licensee hereby agrees and accepts that Hexasoft reserves the right to make changes, removals, or improvements in product design, technical specifications, or data format with thirty (30) days' prior written notification and without any penalty, compensation, or refund of monies to Licensee.

#### **COMPLIANCE WITH LAWS.**

Licensee agrees to fully comply with all applicable provisions of federal, state, and local laws, rules, and regulations of the country where Licensee resides and/or where the product or services are used, including the laws of Malaysia relating to any subject matter in this Agreement. Licensee agrees to hold Hexasoft, its agents, officers, and employees harmless from any and all liability, costs, including, but not limited to attorney's fees, and damages resulting from failure of compliance.

#### **AUTHORITY.**

The Licensee acknowledges that it is required to complete a registration process. The Licensee certifies, represents, and warrants to Hexasoft that the information that is provided on behalf of the Licensee in the registration process is true, accurate, complete, and current, and that it belongs to the Licensee or the party registering on the Licensee's behalf. The Licensee certifies to Hexasoft that the individual registering on its behalf is at least 18 years old and has the legal capacity to form a binding contract under the law of Malaysia. The parties each represent and warrant to each other that each has the full right and authority to enter into, deliver, and perform its obligations under this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

#### **ASSIGNMENT AND CHANGE OF CONTROL.**

Licensee may not assign, transfer, or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law, merger, acquisition, or otherwise, without the prior written consent of Hexasoft. Any attempted Transfer in violation of this section shall be null and void.

In the event that Licensee is acquired by, merges with, or undergoes a change of control in favour of a third party, the License granted herein shall remain restricted solely to the servers and infrastructure of the Licensee as they existed immediately prior to such transaction. The License shall not extend to the Acquirer's other affiliates, subsidiaries, or parent companies without the payment of additional fees and the execution of a new agreement.

#### **AGREEMENT.**

This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

#### **AMENDMENT.**

Hexasoft may amend the terms of this Agreement at any time. Any such amendment(s) shall be binding and effective upon the earlier of (i) the date that is thirty (30) days' after posting of the amended Agreement on Hexasoft's website, or (ii) the date that Hexasoft provides notice to the Licensee of the amended Agreement pursuant to the notice provisions in this Agreement; except that changes to charges and payment terms may be made only upon thirty (30) days' prior written notice to the Licensee. The Licensee may terminate this Agreement upon thirty (30) days' advance notice to Hexasoft if a change is unacceptable to the Licensee. The Licensee's continued use of the Licensed Products following notice to the Licensee of a change shall constitute the Licensee's acceptance of the change.

**NOTICES.**

Notices given under this Agreement shall be in writing and sent by (i) e-mail, or by (ii) mail registered or certified mail, postage prepaid. Hexasoft shall direct notice to the Licensee at the e-mail address, or physical mailing address (collectively, "Address") the Licensee provided in the registration process. The Licensee shall direct notice to Hexasoft at the following address:

**Hexasoft Development Sdn. Bhd.**

70-3-30A D'Piazza Mall,  
Jalan Mahsuri,  
11950 Bayan Baru,  
Pulau Pinang,  
Malaysia.  
Email: sales@ip2location.com

Any notice sent by way of the means described in (i) above will be deemed to have been given and received on the date on which it was transmitted provided that if such notice has not been transmitted on a business day or it was not transmitted prior to 5:00 p.m. (Malaysian standard time shall be eight hours in advance of Greenwich mean time throughout the year) on the business day that it was transmitted, then it will be deemed to have been given and received on the next business day thereafter. For the purpose of this Agreement, the term "Business Day" shall mean day that is not a Saturday, Sunday or public holiday or bank holiday in the state of Pulau Pinang, Malaysia.

Any notice sent by the means described in (ii) above will be deemed to have been given and received on the third business day following the date upon which it has been mailed.

Either party may change its Address for notice at any time by giving notice to the other party of the new Address as provided in this section.

**BINDING EFFECT.**

The terms and provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective permitted assigns, legal representatives and successors in interest.

**COSTS.**

Should either party institute or participate in a legal or equitable proceeding against the other party seeking to enforce or interpret this Agreement, then each party in the proceeding shall pay their own costs, expert and professional fees, and attorney fees, including costs and fees on appeal.

**NO THIRD PARTY BENEFICIARIES.**

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

**FORCE MAJEURE.**

Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (excluding obligations to make payments) to the extent that such delay or failure is caused by an event or circumstance beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, fire, floods, pandemics, internet service provider failures, or denial-of-service (DDoS) attacks (a "Force Majeure Event"). The party affected by the Force Majeure Event shall provide written notice to the other party as soon as reasonably practicable, but in no event later than five (5) business days after becoming aware of the event. The affected party shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as possible. If a Force Majeure Event continues for a period of more than thirty (30) consecutive days, either party may terminate this Agreement immediately upon written notice to the other party.

**GOVERNING LAW.**

This Agreement shall be treated as though it were executed in the state of Pulau Pinang, West Malaysia and shall be governed and construed in accordance with the laws of Malaysia (without regard to conflict of law principles) and the forum of settlement shall be in the state of Pulau Pinang, Malaysia.

**SURVIVAL OF PROVISIONS.**

Upon termination of this Agreement, any clause which, by its nature, is intended to survive shall remain in

force. This specifically includes, but is not limited to, the sections regarding Intellectual Property Rights, Confidentiality, Limitation of Liability, No Warranties, Consequences of Termination, and Governing Law.

**SEVERABILITY.**

Should any provision of this Agreement be held void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

**FAILURE TO ENFORCE.**

The failure of Hexasoft to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

VERSION 4.1