ALKEM Digital Library User License Agreement

ALKEM Company (S) Pte Ltd and its affiliates ("Alkem Company", "Alkem Digital Library", "we", "us", or "our") provides digital content, software applications, technology services and hosted websites for third parties, including entities or institutions that subscribe to Alkem Company's Alkem Digital Library service ("Institution Account"). This Access Agreement ("Agreement") applies to Institution Account's use of the Alkem Digital Library-hosted websites, applications, software, technologies and services related to the Alkem Digital Library (collectively referred to as "ADL Service").

By accessing and/or using the Alkem Company ADL Service, Institution Account agrees to be legally bound by this Agreement, our Terms and Conditions, general Privacy Policy, Privacy Policy for Children, and Publisher and/or Content Rights Owner's Terms and Conditions (if applicable) which are expressly incorporated herein by reference and made a part of this Agreement. The terms and conditions in this Agreement and all incorporated agreements, terms, and policies take precedence over any and all Institution Account terms and conditions listed on purchase orders or other Institution Account documents sent to Alkem Company.

1. ADL Service License

1.1 Alkem grants Institution Account and authorized employees, staff, students, and other users that Institution Account authorizes to access, use, and connect to the ADL Service (collectively "End Users") a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the ADL Service. Alkem Company reserves the right to prohibit any conduct involving the ADL Service that it deems to be in violation of this Agreement in its sole reasonable discretion.

1.2 Institution Account and/or End Users shall not copy, rent, lease, sell, repair, transfer, assign, sublicense, disassemble, reverse engineer or decompile, modify or alter the ADL Service including, but not limited to, translating or creating derivative works of any portion of the ADL Service without the prior written consent of Alkem Company and/or its suppliers.

2. Digital Content License

2.1 Alkem Company grants Institution Account and End Users a non-assignable, non-transferable, limited license to use the digital content provided by Alkem Company's suppliers ("Digital Content") for personal, non-commercial use.

2.2 End Users and/or Institution Account may access and/or download the Digital Content:

(a) On school-issued devices or school computers with exclusive and individual unique user accounts;

(b) On school-issued, shared devices that are issued to students under a one-to-one device program where each device is assigned to or borrowed by a single student at a time;

(c) On End User personal devices directly; or

(d) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction, which may include projecting Digital Content on a classroom whiteboard, Smart Board, or other similar technology, or listening and/or watching Digital Content in the classroom.

2.3 Institution Account and/or End Users may not copy, transfer and burn the Digital Content unless permitted. Alkem Company reserves the right to prohibit any conduct involving Digital Content that it deems in violation of this Agreement in its sole reasonable discretion.

2.4 Unless otherwise permitted, Institution Account and/or End Users shall not redistribute, repackage, transmit, assign, sell, broadcast, publicly display, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license and/or otherwise transfer or misuse the Digital Content. All rights, title, and interest in the Digital Content are reserved by its owners and Institution Account and/or End Users do not acquire any ownership rights in the Digital Content as a result of downloading and/or accessing the Digital Content.

2.5 The license granted to Institution Account and/or End Users to use the Digital Content is for a one-time, limited right to borrow and/or access the Digital Content for a specific, school-designated, limited duration ("Lending Period"). End Users agree and acknowledge that at the end of the Lending Period all rights to access the Digital Content expire and terminate. At the end of the Lending Period, End Users shall delete and/or destroy any and all copies of the Digital Content, including any copies that may have been transferred to, or created on portable devices, storage media, removable drives, CDs, and/or DVDs. In the event Institution Account, Alkem Company, or a rights holder determine End Users of the ADL Service are violating the terms of this Agreement, Institution Account and/or Alkem Company reserves the right to suspend or terminate End Users' ability to use the ADL Service and/or to borrow Digital Content.

3. Alkem Company ADL Service

3.1 Alkem Company shall create a single website for Institution Account's and End Users' use of the ADL Service. Institution Account shall implement and maintain reasonable measures to ensure that only authorized End Users have access to the ADL Service and Digital Content.

3.2 Alkem Company has the right, at any time, to make modifications to the operation, performance, or functionality of the ADL Service. Alkem Company has the right, at any time, to discontinue distribution of any or all components of the ADL Service or Digital Content, to add and/or remove supported services or Digital Content from the ADL Service, or to provide new versions, updates, or corrections for any software, hardware, or operating system.

3.3 Alkem Company grants Institution Account access to an administrative account in the ADL Service where Institution Account may run reports and manage Digital Content. The grant for access to the administrative account is non-transferable. Login credentials to the administrative account are confidential and may not be disclosed to any third party. Institution Account shall maintain the confidentiality of the administrative account and login credentials. Institution Account shall implement and maintain reasonable measures to ensure that only authorized End Users have access to the administrative account in the ADL Service.

3.4 The ADL Service and/or Digital Content may require the use of third party applications or services that are subject to their own, separate license agreements and/or terms and conditions not under Alkem Company's control. Alkem Company expressly disclaims any and all risks and liabilities associated with the use of any such third party offerings.

4. Third Party Content

Alkem Company is a distributor of Digital Content supplied by third parties, including publishers and others. Accordingly, any opinions, advice, statements, offers, services, or other information or content expressed by third parties are those of the respective author(s) and not Alkem Company. Alkem Company neither endorses nor is responsible for the accuracy or reliability of information in the ADL Service or Digital Content made by anyone other than authorized Alkem Company employee spokespersons acting in their official capacities.

5. Technical Support Services

5.1 Institution Account agrees to perform primary support services to its End Users, including day-to-day help, support, technical aid, and other assistance for End User's use of its ADL Service or for any issues arising from the

use of the ADL Service ("Primary Support"). Institution Account shall assign personnel with appropriate skills and expertise in computer, data processing, and related services to enable operation of the ADL Service and to provide Primary Support.

5.2 Institution Account shall perform requested installation, upgrades, and reasonable technical services for Primary Support of the ADL Service pursuant to installation and support procedures and policies as developed by Alkem Company and as modified from time-to-time. Alkem Company shall provide Institution Account with documentation regarding Primary Support.

5.3 Alkem Company shall provide Secondary Support to Institution Account. "Secondary Support" shall consist of technical support services by email and phone in the English language to Institution Account, including reasonable efforts to assist Institution Account in providing Primary Support. Alkem Company shall provide such Secondary Support by email and phone during its normal business hours of Monday - Friday 9:00 AM to 5:00 PM Singapore local time.

5.4 Alkem Company shall use reasonable efforts to make the ADL Service perform substantially in accordance with the product description, as it may exist from time to time. However, Institution Account acknowledges that inevitably some errors may exist in the ADL Service, and the presence of such errors shall not be a breach of this Agreement. Alkem Company's sole obligation with regard to such errors shall be to use commercially reasonable efforts to correct such errors and provide Secondary Support as stated in this Agreement.

6. Privacy

Alkem Company respects the privacy of its visitors, and is especially mindful of protecting the privacy of children under the age of 13 years old who utilize the ADL Service.

7. Compliance with Copyright Protection Technologies and Data Security

7.1 Institution Account shall respect the Digital Rights Management (DRM) settings on the Digital Content as designated by publishers that may restrict burning, copying, sharing and/or printing of the materials. In the event Alkem Company learns of attempts to circumvent such DRM protections either by Institution Account or End Users, Alkem Company may, in its sole discretion, temporarily suspend and/or permanently terminate End User's and/or Institution Account's access to the ADL Service and/or Digital Content.

7.2 Institution Account shall take reasonable steps to prevent unwarranted intrusion into data managed or maintained by Alkem Company that is acquired in the course of the operation of the ADL Service. This includes reasonable steps to protect its password and access to the administrative account for management of the ADL Service.

8. Copyright, Trademark, and Intellectual Property Ownership

8.1 The laws of copyright protect the Digital Content that is made available through the ADL Service and associated Alkem Company services. Copyrights in the Digital Content are held by their respective owners. The Digital Content embodies the intellectual property of a third party and is protected by law.

8.2 The Digital Content and any other copyrighted material shall not be modified, copied, distributed, repackaged, shared, displayed, revealed, extracted, emailed, transmitted, sold or otherwise transferred, conveyed or used, in a manner inconsistent with this Agreement or the rights of the copyright owner. Institution Account and/or End User shall not redistribute, repackage, transmit, assign, sell, broadcast, rent, share, lend, modify, extract, reveal, adapt, edit, sub-license or otherwise transfer the Digital Content. Institution Account and/or End User are not granted any synchronization, public performance, promotional use, commercial sale, resale, reproduction and/or distribution rights for the Digital Content.

8.3 The trademarks, logos, and service marks displayed in Institution Account's ADL Service are owned by Alkem Company or third parties, and the ADL Service's trade dress is owned by Alkem Company (collectively, "Trademarks"). All Trademarks not owned by Alkem Company are the property of their respective owners, and are used with permission. Nothing contained in the ADL Service may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademarks.

8.4 During the Agreement Term and any renewal periods, Institution Account will reasonably cooperate with Alkem Company to achieve Alkem Company's and its publishers' and suppliers' objectives of protecting certain intellectual property interests relating to Alkem Company supplied Digital Content and products.

9. Disclaimer of Warranty, Limitation of Liability and Indemnity

9.1 ALKEM COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALKEM COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ALKEM COMPANY ANY OTHER LIABILITY IN CONNECTION WITH THE LICENSING OF THE DIGITAL CONTENT AND ADL SERVICE AND THEIR USE BY THE INSTITUTION ACCOUNT AND/OR END USERS.

9.2 IN NO EVENT SHALL ALKEM COMPANY BE LIABLE TO INSTITUTION ACCOUNT OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE ADL SERVICE, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER, OR USE OF THE SDL SERVICE. IN NO EVENT SHALL ALKEM COMPANY'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY ALKEM COMPANY FROM INSTITUTION ACCOUNT UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. INSTITUTION ACCOUNT AGREES TO INDEMNIFY AND HOLD HARMLESS ALKEM COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS, LICENSORS, AND LICENSEES FROM ANY DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ON ACCOUNT OF ANY CLAIM, SUIT, ACTION, DEMAND, OR PROCEEDING MADE OR BROUGHT AGAINST ANY SUCH PARTY, OR ON ACCOUNT OF THE INVESTIGATION, DEFENSE, OR SETTLEMENT THEREOF, ARISING IN CONNECTION WITH INSTITUTION ACCOUNT'S USE AND/OR END USERS' USE OF THE ADL SERVICE.

10. Term and Termination

10.1 Institution Account obtains certain rights and access to use the Digital Content and ADL Service for the term of its agreement with Alkem Company. At the end of such term, all the licenses granted to Institution Account shall be terminated immediately, including Institution Account's access to the ADL Service and any and all Digital Content.

10.2 In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services (including any annual hosting fees), Institution Account shall remedy the breach within thirty (30) days upon receipt of written notice from Alkem Company. If Institution Account fails to remedy such a breach within the period of thirty (30) days, Alkem Company may, in its sole discretion, terminate the Agreement with Institution Account upon written notice to Institution Account and/or temporarily or permanently suspend Institution Account's access to the ADL Service.

10.3 This Agreement is a commitment of the current revenues of the Institution Account and its governing body. If Institution Account's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal

year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Institution Account shall give Alkem Company immediate notice of such non-appropriation event and provide written evidence of such failure by Institution Account's applicable governing body and (2) on or before sixty (60) days from Alkem Company's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the Alkem Company ADL Service provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all ADL Services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

11. General Provisions

11.1 This Agreement shall be governed by the laws of the Republic of Singapore without regard to any conflict of laws principles.

11.2 Neither Alkem Company nor its licensors shall be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited acts of war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

11.3 In the event that a court of competent jurisdiction determines that any portion of the Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

11.4 This Agreement, and all incorporated documents herein, constitutes the entire Agreement and understanding of the parties. We may make changes to this Agreement. Please check this page periodically for updates. Institution Account acknowledges that Institution Account's continued use of the ADL Service means that Institution Account agrees to be bound by such changes.