



**END USER LICENSE AGREEMENT
FOR DOWNLOADING FROM MALAYSIAN STANDARDS ON-LINE**

**IMPORTANT
READ CAREFULLY BEFORE DOWNLOADING OR COPYING TO YOUR
COMPUTER ANY FILE(S) CONTAINED HEREWITH.**

THE MALAYSIAN STANDARD(S) AND OTHER INFORMATION PROVIDED HEREWITH ARE COPYRIGHTED. BY DOWNLOADING ANY FILE PROVIDED HEREWITH TO YOUR COMPUTER, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT, YOU MUST DECLINE ACCESS TO SUCH MATERIALS.

1. GRANT OF LICENSE:

Subject to the provisions contained herein and to the payment of all applicable fees, SIRIM Berhad ("SIRIM") grants you a single non-exclusive, non-transferable license to the materials contained herewith ("the Product"). Your licensed rights to the Product are limited to the following:

- (a) This License Agreement does not convey to you an interest in or to the Product, but only a limited right of use revocable in accordance with the terms of this License Agreement.
- (b) You may install one copy of the Product on, and permit access to it by, a single computer owned, leased or otherwise controlled by you. In the event that computer becomes dysfunctional, such that you are unable to access the Product, you may transfer the Product to another computer, provided that the Product is removed from the computer from which it is transferred and the use of the Product on the replacement computer otherwise complies with the terms of this Agreement. Neither concurrent use on two or more computers nor use in a local area network or other network is permitted. You shall not merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise transfer any of the Product, or remove any proprietary notice or label appearing on any of the Product. You may copy the Product only for backup purposes.
- (c) You acknowledge and agree that the Product is proprietary to the Copyright holder (the "Owner") identified on the front page of the Product, and is protected under Malaysian copyright law and international copyright treaties. You further acknowledge and agree that all right, title and interest in and to the Product, including all intellectual property rights, are and shall remain with the Owner.

- (d) You shall provide SIRIM with all information necessary to assure compliance with the terms of this Agreement. In the event you are not in compliance with the terms of this Agreement through the actions of unrelated third parties, you shall use your best efforts to cooperate with SIRIM and the Owner to assure compliance.
- (e) You shall provide SIRIM or representatives or accountants designated by SIRIM with all information necessary to assure SIRIM of your compliance with the provisions hereof. You further agree that SIRIM or representatives or accountants designated by SIRIM may enter your company, office, or other premises to inspect your computer in which the Product is installed to ascertain that your use of the Product is in conformity with the provisions hereof.

2. LIMITED WARRANTY:

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 2 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE PRODUCT AND SIRIM AND THE OWNER MAKE NO OTHER REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE SUFFICIENCY, ACCURACY OR UTILIZATION OF, OR ANY INFORMATION OR OPINION CONTAINED OR REFLECTED IN, THE PRODUCT. SIRIM AND THE OWNER EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OFFICER, DIRECTOR, EMPLOYEE, MEMBER, AGENT, REPRESENTATIVE OR PUBLISHER OF THE OWNER OR SIRIM IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS LIMITED WARRANTY.

3. INDEMNIFICATION:

The Owner, SIRIM, any agent, representative, publisher or distributor of the Product, or any of their respective directors, officers, employees, agents, representatives or members shall have no liability for, and you shall defend, indemnify and hold each of the the Owner and SIRIM harmless from and against, any claim, loss, demand, liability, obligation and expense (including solicitors fees on an solicitor-client basis) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the Product by you and/or any of your directors, officers, employees, representatives, agents or contractors.

4. LIMITATION OF LIABILITY:

- (a) You acknowledge that each of the Owner's and SIRIM's obligations and liabilities with respect to the Product are exhaustively defined in this Agreement. You are responsible for the consequences of any use of any of the Product (whether or not such use was consistent with the license granted hereunder) created therefrom. Whether or not the Owner or SIRIM has been advised of their possibility, neither the Owner, SIRIM nor any of its representatives or agents, directors, officers, employees, agents,

representatives or members, shall be liable, whether under contract, tort (including negligence) or otherwise, for any indirect, special, punitive, incidental or consequential loss, damage, cost or expense of any kind whatsoever and howsoever caused, that may be suffered by you or any of your directors, officers, employees, agents, representatives or contractors or any third party.

- (b) SIRIM would not entertain any request for any refunds. Notwithstanding anything contained in this Agreement, the Owner and/or SIRIM's liability to you for any failure in successfully downloading an operational Product would be strictly limited to SIRIM re-issuing and replacing the Product which had failed to be downloaded by the registered user, so long as notice to SIRIM in respect of the failure to download is given to SIRIM within seven (7) days of its first download.

5. TERMINATION:

- (a) If you have applied and paid the fees for a single use agreement, you may terminate this Agreement at anytime. SIRIM shall not entertain request for any refunds. The Owner or SIRIM may terminate this Agreement upon breach of any provision of this Agreement by you. Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and destroy all copies of the Product.
- (b) If you have applied and paid for a subscription of the Product, the term of this Agreement is one (1) year. The Owner or SIRIM may terminate the subscription upon breach of any provision of this Agreement by you. You and SIRIM may terminate this Agreement by three (3) months prior written notice at the end of the initial term of the Agreement. However, should you elect to terminate your annual subscription prior to its expiry date, in line with our company policy, SIRIM shall not entertain request for any refunds.
- (c) Upon any termination of this Agreement, you shall immediately discontinue the use of the Product and destroy all copies of the Product and shall within seven (7) days either return files(s) on diskette(s), if any, to SIRIM and certify in writing to SIRIM that the Product has been deleted from your computer and is eliminated from your premises.

6. GOVERNING LAW:

This Agreement shall be governed by the laws of Malaysia and further, you irrevocably submit to the exclusive jurisdiction of the Courts in Malaysia.

7. MISCELLANEOUS:

This Agreement constitutes the complete and exclusive agreement between SIRIM and you with respect to the subject matter hereof, and supercedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in writing duly signed by an authorized representative of SIRIM. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it

enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances, or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting the Agreement. Should there be any conflict between this End User License Agreement and the Terms and Conditions for the use of Malaysian Standards On-Line, this End User License Agreement shall prevail.

BY DOWNLOADING THE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS LICENSE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.