

## NVIFDA TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using our NVIFDA eCTD management software operated by KOWIDEA (ASIA) CO., LTD. By accessing or using the Software you agree to be bound by these Terms.

The following definitions apply in this agreement:

- **“Customer”** means entity specified as the customer on the quotation.
- **“Supplier”** means KOWIDEA (ASIA) CO., LTD.- Legal Business, registered in Thailand, Registered office: 2/112 Puthabucha 9, Bangmod, Chomthong, Bangkok 10150
- **“Software”** means NVIFDA eCTD management software.

### 1 Software License

- 1.1 Supplier grants Customer a non-exclusive, non-transferable and limited licence to use for only the subscribed package.
- 1.2 Software protected by copyright, belongs to National Vaccine Institute (NVI).
- 1.3 Customer may not publish, transmit, retransmit, disseminate, broadcast, circulate, sell, resell, loan, lease, distribute or transfer software or copies to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the software. Customer may not use software, nor allow software to be used, to provide data management or processing services for third parties. Customer may not reproduce all or any portion of the software or any accompanying documentation, or modify, translate or otherwise create derivative works of the software. Customer agrees to notify its employees and agents who may have access to software of the restrictions contained herein and to ensure their compliance with these restrictions.

### 2 Confidential Information

- 2.1 Customer acknowledges and agrees that the Software constitutes a valuable proprietary product of Supplier.
- 2.2 Without Customer permission, Supplier cannot excess to any Customer’s information as well as Customer’s system. Customer shall acknowledge and take responsibility to ensure that any disclosed documents, contents, other proprietary or confidential materials are not used or disclosed or affiliated with Supplier or any third party access.
- 2.3 Software is designed to perform in circumstance which internet connection is not required (Offline), in order for Customer to take all responsibility on controlling any disclosed documents, contents, other proprietary or confidential materials.

### 3 Disclaimer of warranties and limitation of liability

#### 3.1 Warranties

- Software is provided “as is” without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness and delays.
- Supplier will not be responsible to the extent that the Software fails to perform due to one or more of the following: (1) the malfunction of software not provided by Supplier (2) the malfunction of hardware, (3) Customer’s negligence or fault, (4) Customer’s failure to follow the instructions set forth in the Documentation, (5) material changes in the operating environment not authorised by Supplier, (6) modifications to or changes in the Software not made or suggested by Supplier or (7) Customer’s failure to implement and maintain a proper and adequate backup and recovery system for the Software and associated files. If Supplier discovers that a failure is caused by one of the above, Supplier reserves the right to charge Customer for its work in investigating such failure. At Customer’s request and at a fee to be agreed upon, Supplier will thereafter assist Customer in resolving such failure. It is Customer’s responsibility to develop and implement a proper and adequate backup and recovery system.

#### 3.2 Limitation of liability

In no event shall Supplier be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, revenue, data or data use, incurred by Customer or any third party, whether in an action in contract or tort arising from Customer access to, or use of, the Software or any content provided in the Software. However, if the consequence occurs, Supplier shall have no responsibility or liability whatsoever with respect to, any and all claims, suits, liabilities, losses, damages, costs and expenses arising from Customer.

### 4 Maintenance Terms

#### 4.1 Maintenance & Support Services

- Supplier may provide updates to and/or new versions for the Software to Customer which shall be included or excluded in the charges depending on the subscribed package. The updates will be sent via email or any method to Customer, Customer will be responsible for installing any such updates and/or new versions.
- Supplier will provide telephone support for purposes of handling Customer questions relating to the operation of the Software. However, in case that technical investigation is required, Customer shall grant permission to Supplier in writing for remote access support is provided by Supplier’s customer service and support team. See [www.nvifda.com](http://www.nvifda.com) for contact details.
- Maintenance services will not include services for the items such as hardware, operating system and relevant software for which Supplier is not responsible for.

4.2 Customer Obligations.

Customer shall ensure that Supplier's personnel provides any service under Customer's control and permission.

I hereby acknowledge that I have read, understand, agree to all terms and conditions of this document and completely received services specified in the quotation.

(.....)

Company.....

Date.....