

EXABYTES CO-WORKING SPACE PARTNER PROGRAM AGREEMENT

NOTE TO CO-WORKING SPACE PARTNER: PLEASE READ THIS AGREEMENT CAREFULLY AS IT GOVERNS YOUR PARTICIPATION IN THE EXABYTES CO-WORKING SPACE PARTNER PROGRAM AND SET OUT YOUR RIGHTS AND OBLIGATIONS. BY CLICKING "I ACCEPT" AT THE END OF THIS SCREEN, YOU, THE CO-WORKING SPACE PARTNER, ARE FORMING A LEGALLY BINDING CONTRACT WITH US UPON YOUR SUBMISSION OF YOUR PARTICIPATION WITH THE EXABYTES CO-WORKING SPACE PARTNER PROGRAM THROUGH THE EXABYTES WEBSITE AND AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN THE DEFINITIONS AND SCHEDULE 1 THAT APPEAR BELOW. PLEASE DO NOT CLICK THE "I ACCEPT" UNLESS YOU HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS.

1. Definitions and Interpretations

1.1 Unless the context otherwise requires, the following definitions apply in this Agreement:

Co-Working Space	the venue provided by the Co-Working Space Partner to host the Co-Working Space Services
Co-Working Space Operator	means the applicant who submits a Exabytes Co-Working Space Partner Program Participation Application through the Exabytes Website and the Application is still pending for approval by Exabytes
Co-Working Space Partner	means the Co-Working Space Operator whose Program Participation Application is approved by Exabytes pursuant to Clause 2.2
Co-Working Space Services	shared workspace services which include providing co-working space services e.g. access to the subscribed office space, workstations, office equipment, office facilities, conference space, internet access, knowledge resources provided by the Co-Working Space Partner at the Co-Working Space
Community Manager	means a personnel designated by Exabytes to co-ordinate and manage the Program, including: (a) responding enquiries from the Co-Working Space Partner and its Members in connection with the Program; (b) managing all feedbacks, redemption procedures and other similar matters; and (c) planning events or workshops organized by Exabytes at the Co-Working Space in connection with the Program
Designated Partner Badge	means the mark provided to the Co-Working Space Partner in the Exabytes' Approval (as defined in Clause 2.2) (or such other mark may be provided by Exabytes to the Co-Working Space Partner during the Term) strictly for use in accordance with Clause 4.1
Exabytes	means the Exabytes group entity as specified in Section 2 of Schedule 1

Exabytes Co-Working Space Partner Program / Program	a program initiated by Exabytes known as the “ <i>Exabytes BeeHive Program</i> ” whereby Exabytes forms strategic collaboration with the Co-Working Space Partner to incentivize the Members in exchange for a promotional and marketing avenue of Exabytes Services pursuant to the terms and conditions of this Agreement
Exabytes Credit	means online credit issued by Exabytes which can be used to purchase Exabytes Services
Exabytes Services	web hosting services provided by Exabytes on its website which may vary from time to time
Exabytes Startup Cockroach Program	is a brainchild of Exabytes which includes the following: (a) Jumpstart Package; (b) Pre-seed Package; and (c) Seed Package. Further details of the Exabytes Startup Cockroach Program are available on https://www.cockroach.asia/ .
Intellectual Property	means the patents, trade mark, trade name, know-how/trade secrets, software, copyright, design rights and any other property rights held by the Parties in any material form, plan, design and other works relating to the layout, décor, colour schemes, products and methods of conducting their business respectively
Losses	include all losses, liabilities, costs (including, without limitation, legal costs) charges, expenses, actions, proceedings, claims and demands
Members	means customers of the Co-Working Space Partner who have signed up for the Co-Working Space Services and have an active paid subscription with the co-working space at the time of application
Parties	means the Co-Working Space Operator/Co-Working Space Partner and Exabytes
Program Participation Application	means the application submitted by the Co-Working Space Operator through the Exabytes Website for participation in the Program
Qualified Members	means the Co-Working Space Partner and Members

- 1.2 Clause and schedule headings do not affect the interpretation of this Agreement.
- 1.3 Words importing the singular include the plural and vice versa. Words importing a gender include and gender.
- 1.4 Any reference to a “day”, “month” or “year” shall be construed by reference to the Gregorian calendar. Any reference to a date or time is a reference to the date or time in Malaysia.
- 1.5 No rule of construction applies to the disadvantage of a party to this Agreement because that said party was responsible for the preparation or drafting of this Agreement or any part of it.

2. Eligibility and Participation

- 2.1. The Co-Working Space Operator acknowledges that only entity who meets all the following criteria shall be eligible to be considered for participation in the Exabytes Co-Working Space Partner Program:
- (a) is a company duly incorporated, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated; and
 - (b) own minimum one (1) or more Co-Working Space in the territory as specified Schedule 1 ("**Territory**"); and
 - (c) is in the business of providing Co-Working Space Services.
- 2.2. Exabytes will consider and evaluate the Program Participation Application and notify the Co-Working Space Operator of its approval or rejection (which decision shall be made in the sole and absolute discretion of Exabytes) in writing within one (1) month from its receipt. For the avoidance of doubt, Exabytes is under no obligation to approve and does not assure approval of any Program Participation Application. Unless the Co-Working Space Operator has received a written notice from Exabytes confirming Exabytes' approval of the Co-Working Space Operator's participation in the Program and providing the Co-Working Space Operator with the Designated Partner Badge ("**Exabytes' Approval**"), the Co-Working Space Operator shall not be deemed to be a Co-Working Space Partner or part of the Program and are not entitled to the rights and benefits of Co-Working Space Partner hereunder.

3. Co-Working Space Partner's Rights and Benefits

- 3.1. Exabytes may, during the Term, provide the following incentives to the Co-Working Space Partner:
- (a) make available to the Co-Working Space Partner the Jumpstart Package only once;
 - (b) make available to the Members the Jumpstart Package only once for each Member;
 - (c) conduct at least one (1) workshop at the Co-Working Space;
 - (d) designate a Community Manager;
 - (e) make available discounted tickets of any events organized by Exabytes to each of the Members; and
 - (f) promote the Co-Working Space Services by way of co-organizing marketing campaigns with the Co-Working Space Partner (subject to the Parties agreeing on particulars of the campaign) and featuring the Co-Working Space Partner's name and logo on the Exabytes Co-Working Space Partner Webpage in a manner solely prescribed by Exabytes.
- 3.2. To the sole and absolute discretion of Exabytes, Exabytes may, during the Term, provide the following incentives to the Members:
- (a) technical advices in relation to domain hosting, web hosting, cloud hosting, e-commerce hosting and mobile hosting and their developments; and
 - (b) mentorship to Members in respect of start-up and entrepreneurship.
- 3.3. During the Term, Qualified Members may apply to Exabytes to be eligible for the Pre-Seed Package or Seed Package (whichever applicable) under the Exabytes Startup Cockroach Program subject to:
- (a) Exabytes' sole judgment and discretionary selection; and

(b) Exabytes Startup Cockroach Program's standard participation agreement.

4. Co-Working Space Partner's Representations, Warranties and Obligations and the Parties' Relationship

4.1. **Obligations.** Subject to the strict adherence of Exabytes' branding or marketing requirements or any other guidelines which have been communicated to the Co-Working Space Partner, the Co-Working Space Partner shall use its best endeavors to:

- (a) promote the Jumpstart Package and procure at least 15 of its Members to sign up for the Jumpstart Package;
- (b) ensure that Members are well informed of the Redemption Period and Utilization Period;
- (c) promote and market Exabytes Services as well as events and workshops organized by Exabytes;
- (d) co-organize workshop/events at the Co-Working Space and marketing campaigns with Exabytes as and when Exabytes requires;
- (e) display the Designated Partner Badge or signage prominently at the Co-Working Space; and
- (f) display the Designated Partner Badge or logo prominently at the Co-Working Space website as provided in the Co-Working Space Partner's Program Participation Application; and
- (g) allow Exabytes to use the Co-Working Space for any event or workshop to the best of its (Co-Working Space Partner) ability.

4.2. **Undertakings.** The Co-Working Space Partner agrees with, acknowledges and undertakes to Exabytes that:-

- (a) the Co-Working Space Partner shall conduct itself in a professional manner in providing the Co-Working Space Services and cultivate and maintain good relations with the Members and potential Members of the Co-Working Space Partner in the Territory in accordance with sound commercial principles;
- (b) the Co-Working Space Partner shall (at its own cost) conduct all events/workshops/marketing campaigns at the Co-Working Space in contemplation of this Agreement in the Territory along with the provision of support and services to its Members with all due care and diligence;
- (c) the Co-Working Space Partner shall not at any time represent itself as or hold itself out as an agent of Exabytes for any purpose or as being entitled to bind Exabytes in any way, pledge Exabytes' credit or subject Exabytes to any liability, give any condition or warranty or make any representation on Exabytes' behalf or commit Exabytes to any contracts or obligations;
- (d) the Co-Working Space Partner shall comply with all laws and regulations concerning the provision of the Co-Working Space Services or otherwise applicable to it in relation to this Agreement or the obligations contemplated hereunder and shall not cause Exabytes to be in breach of or liable under any law or regulations; and
- (e) the Co-Working Space Partner shall maintain and comply with the privacy policy of Exabytes, as may be amended from time to time by Exabytes with notice in writing to the Co-Working Space Partner, at the Exabytes Website.

4.3. **Relationship.** This Agreement does not create any agency relationship and the Co-Working Space Partner is not the agent or representative of Exabytes and has no authority or power to bind or contract in the name of or to create any liability against or on behalf of Exabytes in any way or for

any purpose. Notwithstanding the name of the Exabytes Co-Working Space Partner Program, the Parties are not in partnership with each other.

- 4.4. **Representations and warranties.** By entering into this Agreement, the Co-Working Space Partner represents and warrants to Exabytes at all times during the Term that it has the legal right and full power and authority to enter into and perform this Agreement, which when executed will constitute valid and binding obligations on it, in accordance with the terms and conditions, and it meets and complies with the eligible criteria under Clause 2.1 above.

5. Intellectual Property and Goodwill

- 5.1. Where the performance of each Party's obligations or any part thereof involves the use of the other Party's name and logo, each Party shall grant the other Party a non-exclusive, non-transferable, royalty-free, revocable right to use the Party's name and logo for such purpose of performing each Party's obligations under this Agreement and there shall be no transfer of any rights and ownership of Intellectual Property.

6. Limitation of Liability and Indemnity

- 6.1. Nothing in this Agreement shall limit or exclude Exabytes' liability for any matter in respect of which it would be unlawful for Exabytes to exclude or restrict liability.
- 6.2. Exabytes shall under no circumstances whatever be liable to the Co-Working Space Partner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:-
- (a) any Losses arising from or relating to the Co-Working Space Partner's promotion of this Program;
 - (b) the Program; or
 - (c) any indirect or consequential Losses of any kind whatever and however caused, including (without limitation) loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if Exabytes has been advised of their possibility.
- 6.3. The Co-Working Space Partner shall indemnify and hold harmless Exabytes from, and make good and pay on demand to Exabytes a sum equal to, any Losses which Exabytes may at any time and from time to time sustain, incur or suffer by reason of or in connection with any of the following:-
- (a) the Co-Working Space Partner's breach of any of the terms and conditions of this Agreement including any breach arising from any act or neglect or default of the Co-Working Space Partner's agents, employees, licensees or customers;
 - (b) any claimed infringement or violation by the Co-Working Space Partner of any third party intellectual property rights;
 - (c) any claim by any Member (or any person alleging to be a Member) of the Co-Working Space Partner in connection with the Co-Working Space Partner's provision of the Co-Working Space Services or any services in relation thereto.

7. Term

- 7.1. This Agreement shall be binding on the Parties for a period of 12 months ("**First Term**") upon Exabyte's Approval of the participation of the Co-Working Space Partner in the Exabytes Co-Working Space Partner Program and upon expiry, it shall be automatically renewed for another 12 months ("**Second Term**"). In the event a Party does not wish to extend for the Second Term, such

Party may lawfully terminate this Agreement by giving the other Party a written notice of 60 days' prior to the expiry of the First Term.

8. Termination

- 8.1. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party 30 days' prior written notice.
- 8.2. This Agreement may be terminated by either Party (in addition to and without prejudice to all other rights or remedies available to it) without any written notice if:
 - (a) the other Party is in a material breach of this Agreement and, in the case of a breach capable of remedy, the breach is not remedied within 14 days of receipt of notice specifying the breach and requiring its remedy; or
 - (b) the other Party becomes insolvent.
- 8.3. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 8.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 8.5. Upon termination of this Agreement,
 - (a) the Co-Working Space Partner shall immediately cease to describe itself as a Co-Working Space Partner of the Program or an authorized Co-Working Space partner of Exabytes and cease to use all of the Intellectual Property Rights including the Designated Partner Badge;
 - (b) any antecedent rights and obligations of the Parties shall not be affected;
 - (c) the Parties shall immediately remove and cease to use the other Party's name and logo in connection with this Agreement or otherwise; and
 - (d) all unclaimed and unutilised Exabytes Credit shall be forfeited.

9. General

- 9.1. **Assignment and other dealings.** The Co-Working Space Partner shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without Exabytes' prior written consent. Exabytes may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 9.2. **Confidentiality.** The Co-Working Space Partner undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, operation, products, clients or suppliers of Exabytes or of any of its related corporations, except to those of its employees who need to know (on a strictly necessary basis) such information for the purpose of carrying out the Co-Working Space Partner's obligations under this Agreement or as may be required by law, court order or any governmental or regulatory authority, and shall ensure that its employees to whom it discloses Exabytes' confidential information comply with this Clause 9.2. The Co-Working Space Partner shall not use Exabytes' confidential information for any purpose other than to perform its obligations under this Agreement. This Clause 9.2 shall survive the termination of this Agreement.

9.3. **Entire agreement.**

- 9.3.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.3.2. The Co-Working Space Partner acknowledges that Exabytes' obligations and liabilities in respect of the subject matter of this Agreement are exhaustively defined in this Agreement and agrees any other condition, term, warranty, obligation, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with this Agreement which may be excluded by contract are hereby irrevocably and unconditionally excluded, waived and deemed inapplicable by the Co-Working Space Partner.
- 9.3.3. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Unless otherwise expressly provided in this Agreement, none of the terms and conditions on the Webpage shall be binding on Exabytes or form part of this Agreement.
- 9.4. **Variation.** Unless otherwise provided in this Agreement, no variation of this Agreement shall be effective unless it is mutually agreed in writing by the Parties (or their authorised representatives).
- 9.5. **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.
- 9.6. **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part thereof) shall be deemed deleted. Any modification to or deletion of a provision (or part thereof) under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 9.7. **Force majeure.** Neither Party shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, acts of God, acts of regulatory agencies or national disasters.
- 9.8. **Notices.** Any notice or other communication in connection with this Agreement shall be in writing in English (a "**Notice**") and shall be sufficiently given or served if delivered or sent (a) in the case of Exabytes to the address, email address or fax number as published on the Exabytes Website and (b) in the case of the Co-Working Space Partner to the address, email address or fax number as provided in the Co-Working Space Partner's Program Participation Application, or (in either case) to such other address, email or fax number as the relevant Party may have notified to the other Party in accordance with this Clause.
- 9.9. **Third party rights.** No one other than a Party to this Agreement shall have any right to enforce any of its terms.
- 9.10. **Governing law.** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of the Territory.
- 9.11. **Jurisdiction.** Each Party irrevocably agrees that the courts of the Territory shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Section	Heading	Contents
1.	<i>Territory</i>	Malaysia
2.	<i>Exabytes Group Entity</i>	Exabytes Network Sdn Bhd (Company No. 576092-T)
3.	<i>Exabytes Website</i>	https://www.exabytes.my
4.	<i>Exabytes Co-Working Space Partner Webpage</i>	https://www.exabytes.my/partner/co-working-space/
5.	<i>Jumpstart Package</i>	<p>in relation to each Qualified Member, Exabytes Credit equivalent to Ringgit Malaysia One Thousand Five Hundred (RM1,500.00) which must:</p> <p>(a) be redeemed by the Qualified Member within three (3) months from the date of grant via Exabytes Website by Exabytes (“Redemption Period”) failing which it shall be forfeited without any further obligation or liability to Exabytes and no Exabytes Credit shall be honoured thereafter; and</p> <p>(b) be utilised by the Qualified Member within one year from the date of redemption (“Utilization Period”). Any unutilised Exabytes Credits shall immediately lapse on the expiry of the Utilization Period without any compensation or refund to the Qualified Members.</p>
6.	<i>Pre-seed Package</i>	Please refer to https://www.cockroach.asia/ for more information on the Pre-seed Package.
7.	<i>Seed Package</i>	Please refer to https://www.cockroach.asia/ for more information on the Seed Package.