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# data saver

## Administrator's Guide

11 January 2007

# **datasaver** and **datasaver PRO**

## Administrator's Guide

### If you are:

an ordinary user using the DataSaver to protect your computer, please refer to the User's Guide.

trying to recover some files and folders you may have lost, or to recover a crashed computer, please refer to the Recovery Guide.

an Administrator, managing the DataSaver for your users, this Administrator's Guide is for you.

For updates and additional information, please visit the DataSaver website at <http://www.datasaver.biz>

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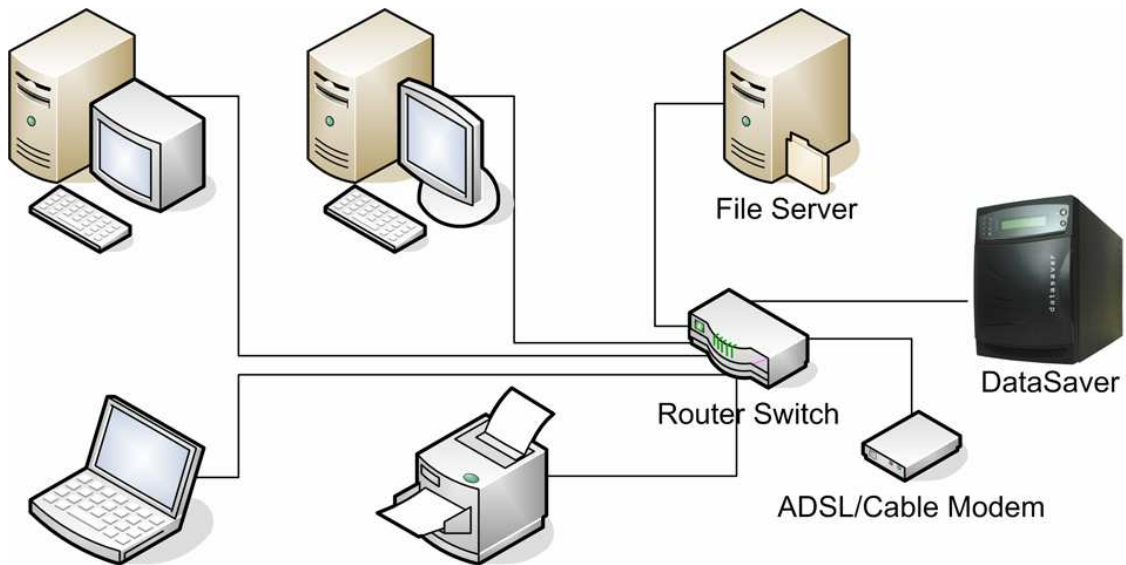
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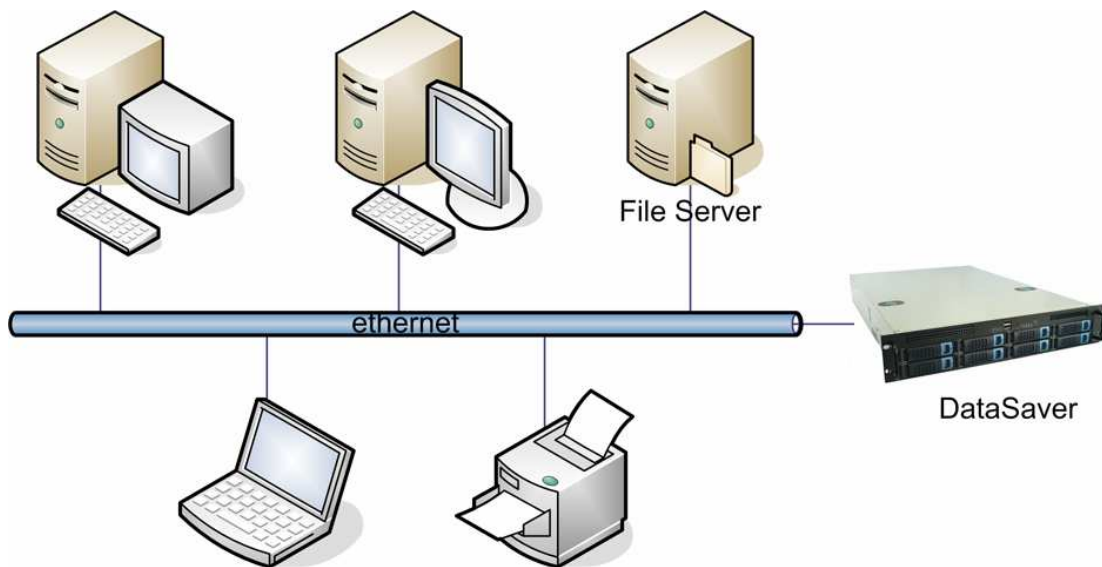
# PART I

## Setting up the DataSaver Hardware

## Installation of the DataSaver in the Network



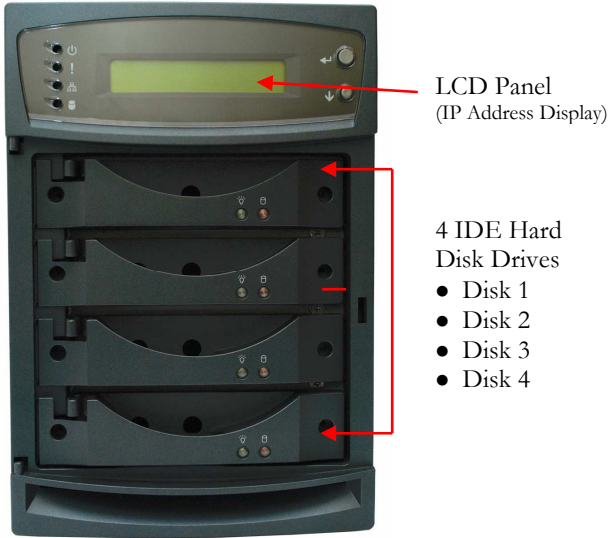
Example installation of the DataSaver in a small office / branch office network environment.



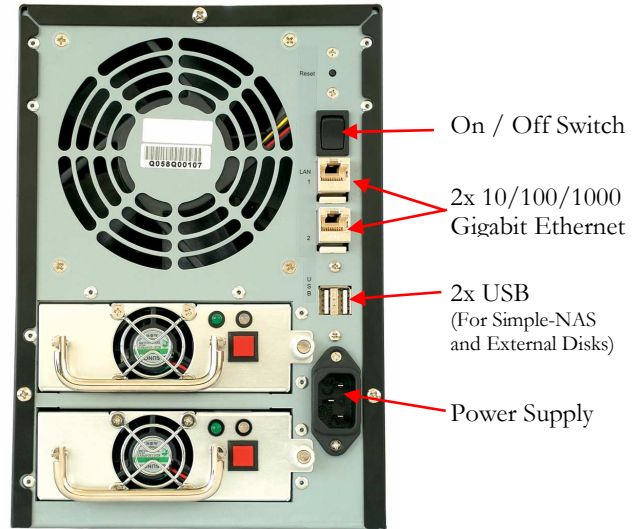
Example installation of the DataSaver in a corporate network environment.

## Connecting the DataSaver Hardware

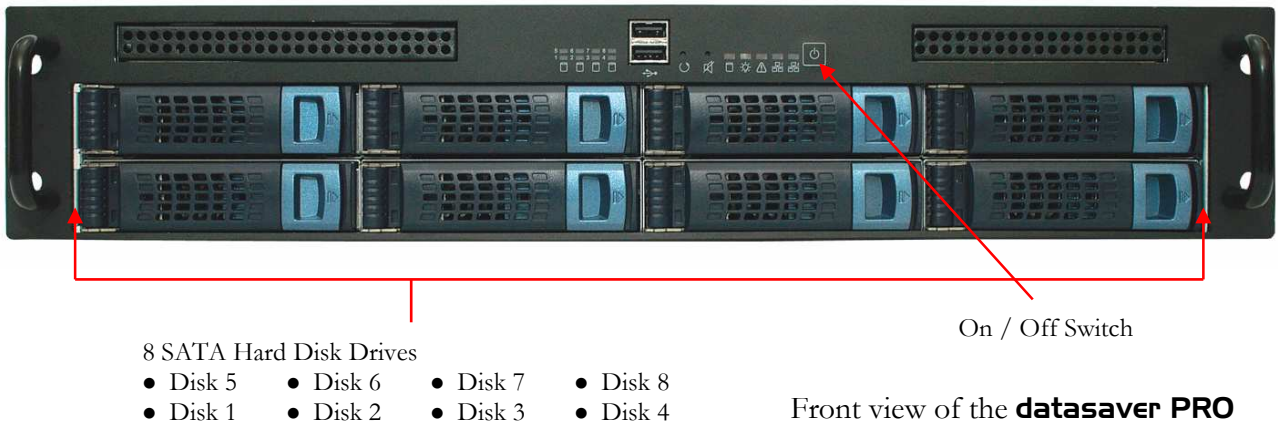
Depending on your model, connect your DataSaver's power and network according to the pictures below before turning it on. Remember to check that your voltage, power connector and environmental conditions meet the listed minimum requirements in the online documentation and the DataSaver website.



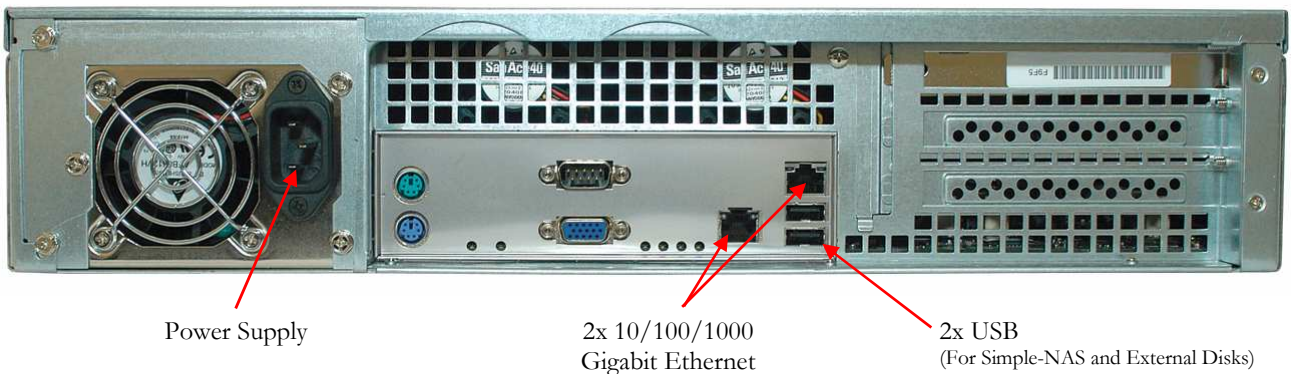
Front view of the **datasaver**



Rear view of the **datasaver**



Front view of the **datasaver PRO**



Rear view of the **datasaver PRO**

## Using the Setup Wizard

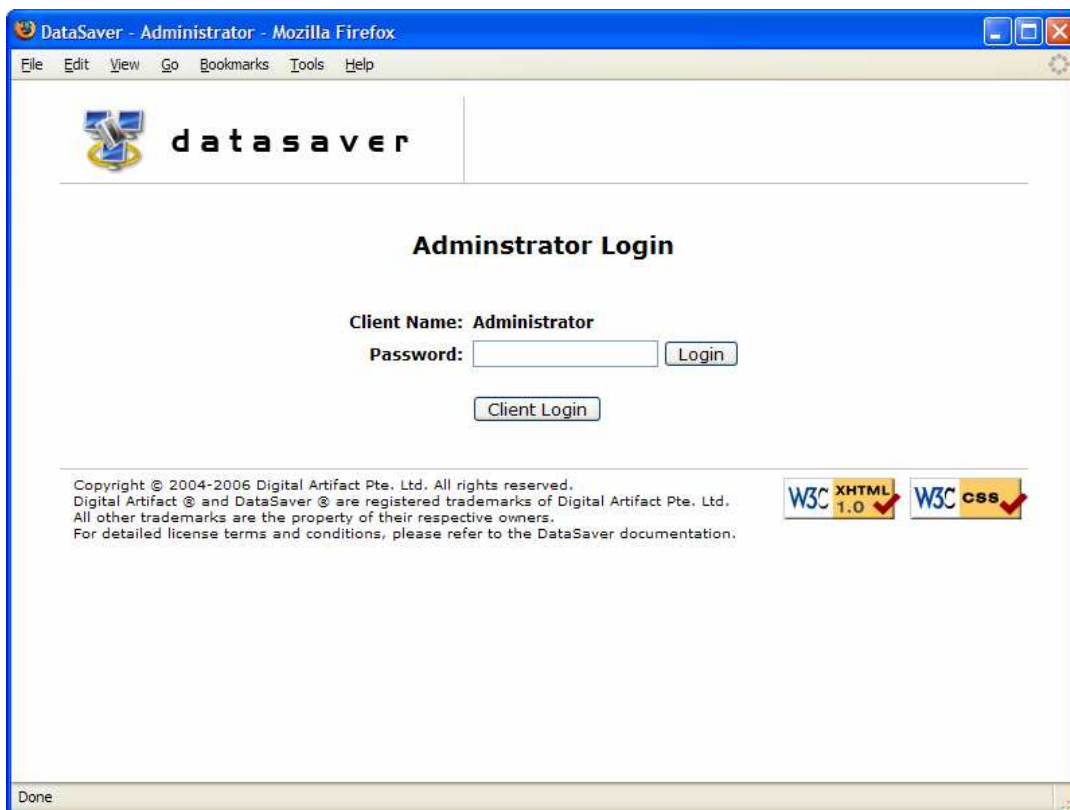
Please ensure the DataSaver's license has been activated before connecting for the first time.

The first time you turn on the DataSaver, it will be configured to factory defaults. Its network information is as follows:

IP Address: 192.68.88.88  
Network Mask: 255.255.255.0  
Gateway / Router: 192.168.88.1

You must configure a computer on your network to have the same network settings as the DataSaver. This computer should be on the same physical network as the DataSaver.

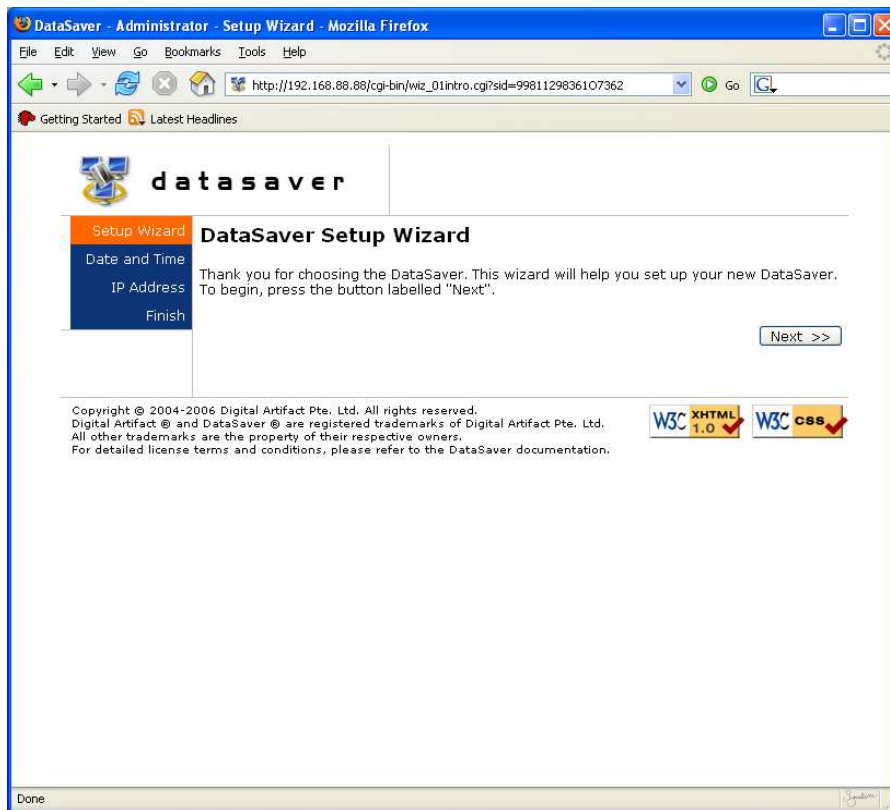
Open a web browser to the following address – <http://192.168.88.88/admin/> and you should see the Administrator Login page.



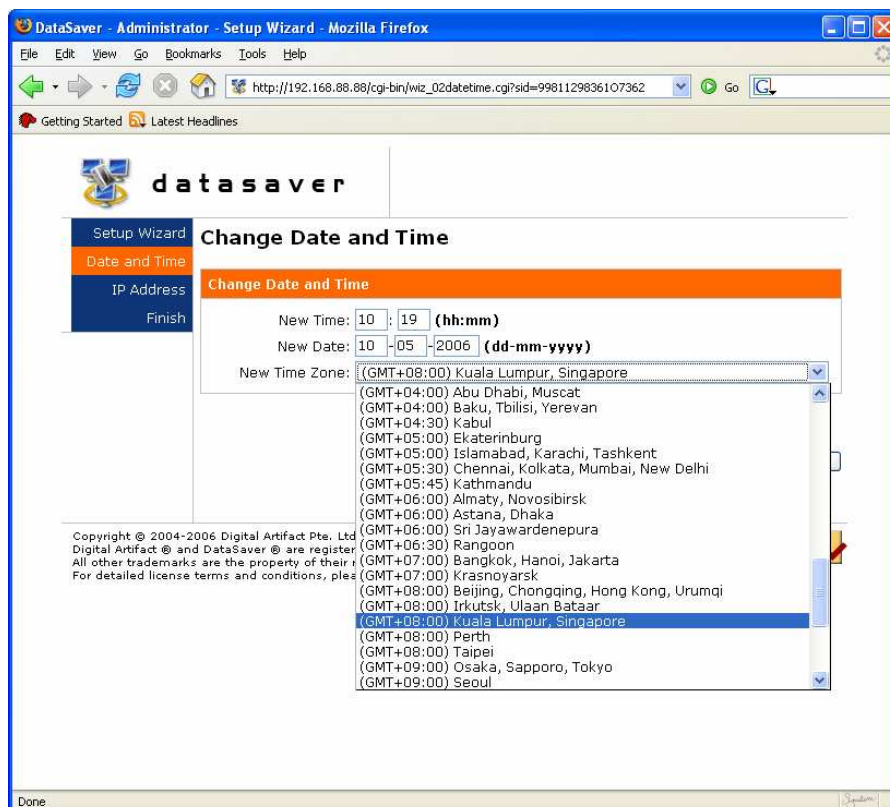
The factory default password for the Administrator is admin (in small letters).

Remember, all client names and passwords are case sensitive.

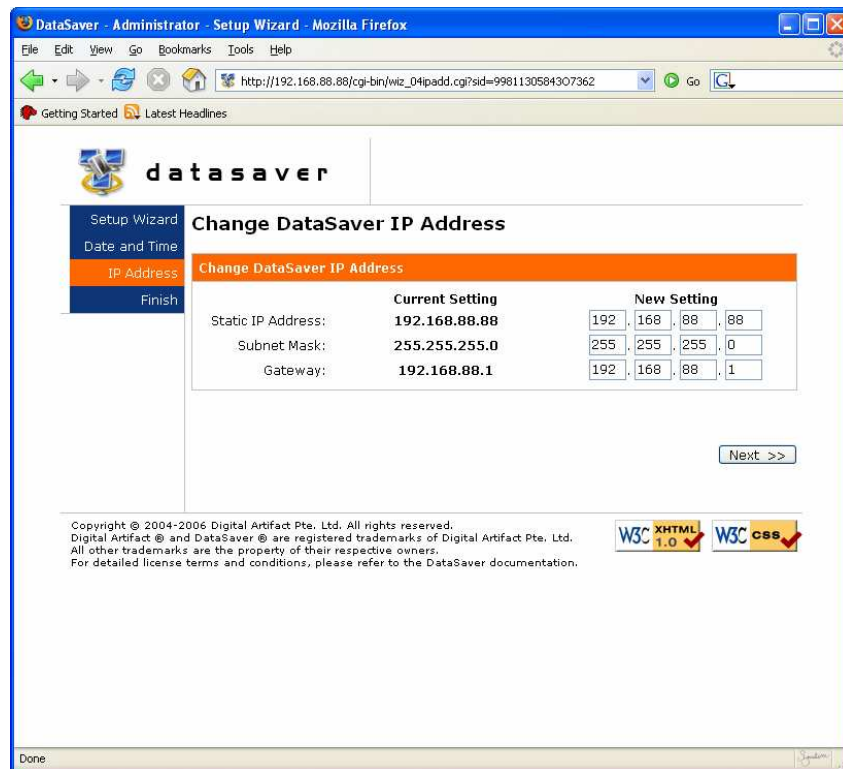
If this is the first time you are logging into the DataSaver as the Administrator, or if you have previously reset the DataSaver to its factory default settings, you will see the introductory screen to the DataSaver Setup Wizard.



To begin the wizard, click on the **Next** button. The first setting you need to make is the DataSaver's date, time and your time zone. When you have made your selection, click on the **Next** button.



You can now set the network information for your DataSaver. You should have a Static or Fixed IP Address and the correct Subnet Mask and Gateway / Router information. If you are uncertain, contact your Network Manager or Internet Service Provider for more information.

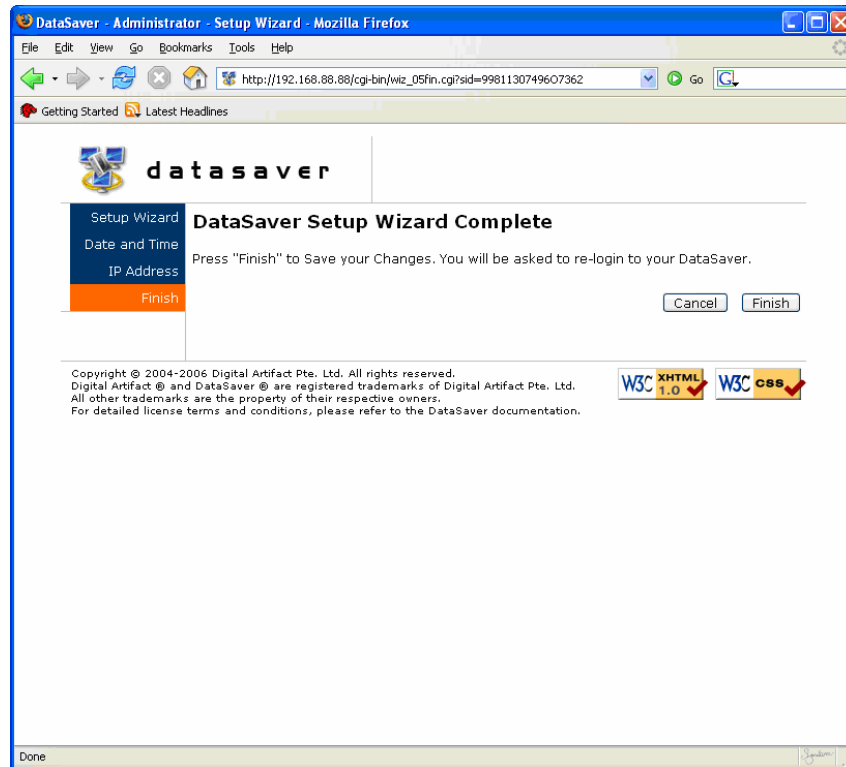


Click on the **Next** button when you are done.

You will now be presented with a confirmation page for your network information. If the details are correct, click on the **OK** button.



Please remember that if the network information is incorrect, you may not be able to access your DataSaver later.



You will then be asked to save your changes by clicking on the **Finish** button. After the Wizard completes, you will be required to Login to the DataSaver again. Congratulations, you have just completed setting up your DataSaver.

# PART II

## Configuring the DataSaver

## Logging in to your DataSaver

When you log in to your DataSaver as the Administrator, you will be presented with the DataSaver System Summary. This summary page lists all major settings and status of the DataSaver.

The screenshot shows the DataSaver Administrator interface in Mozilla Firefox. The browser title is "DataSaver - Administrator - Mozilla Firefox". The page features a navigation menu on the left with options: Clients (Manage Clients, Client Status), Settings (Summary, Basic, Networking, Disk Health, System Management, System Update), Help, and Logout. The main content area is titled "DataSaver Summary" and contains several sections:

- System Summary:**
  - Date and Time: **Fri, 03 Mar 2006, 3:08pm (Timezone: GMT+8:00)**
  - DataSaver Model: **DataSaver (S/N: OEM-12345678-DA)**
  - Firmware Version: **Version 2.1 (Build: 20060302-1318)**
  - Activation Type: **FULL**
  - Activation Status: **OK**
- Disk Summary:**
  - Total Disk Space: **228.94 GB**
  - Available Disk Space: **79.10 GB**
  - Used Disk Space: **149.85 GB**
  - No of Disks: **4**
  - Disk RAID Level: **RAID 5 (Protected)**
  - Disk RAID Health: **OK**
- Network Settings:**
  - MAC Address: **00:30:02:0E:00:34**
  - IP Address: **192.168.88.88**
  - Subnet Mask: **255.255.255.0**
  - Gateway: **192.168.88.1**
- Name Server Settings:**
  - Name Server 1: **N/A**
  - Name Server 2: **N/A**
- Email Settings:**
  - SMTP Server: **N/A**
  - Administrator's Email: **N/A**
- NAS Settings:**
  - Windows Workgroup: **N/A**

At the bottom of the main content area, there is a "System Log" button. The footer contains copyright information: "Copyright © 2004-2006 Digital Artifact Pte. Ltd. All rights reserved. Digital Artifact ® and DataSaver ® are registered trademarks of Digital Artifact Pte. Ltd. All other trademarks are the property of their respective owners. For detailed license terms and conditions, please refer to the DataSaver documentation." There are also W3C XHTML 1.0 and W3C CSS validation logos.

You can always return to this page by clicking on the **Summary** button on the menu on the left.

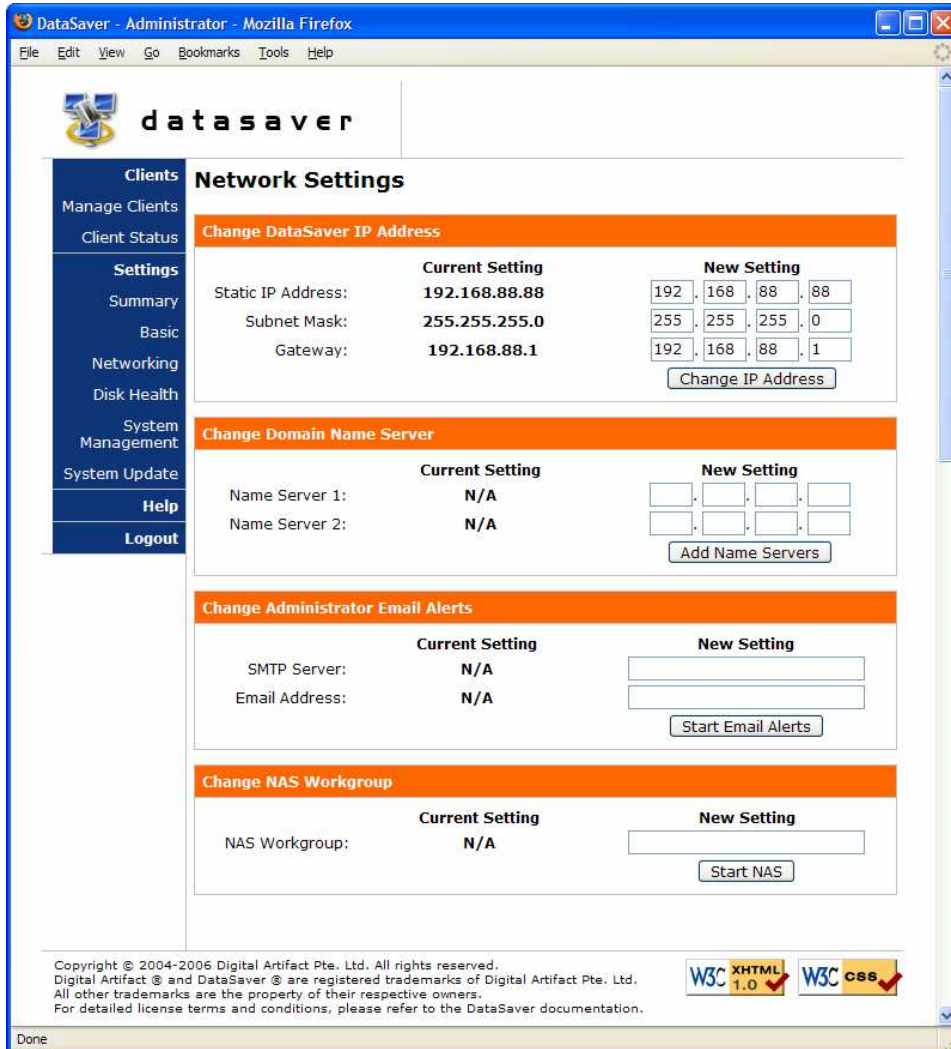
If you need to change the DataSaver's date and time or your Administrator password, simply click on the **Basic** button on the menu on the left.

The screenshot shows the DataSaver Administrator interface in Mozilla Firefox. The browser window title is "DataSaver - Administrator - Mozilla Firefox". The address bar shows the URL "http://192.168.88.88/cgi-bin/achgbasic.cgi?sid=9980440630808293". The page content includes a sidebar menu with "Basic" selected under "Settings". The main area is titled "Basic Settings" and contains three sections: "Change Date and Time" with input fields for "New Time: 12 : 27 (hh:mm)" and "New Date: 09 -05 -2006 (dd-mm-yyyy)", a "Change Time Zone" section with "Current Time Zone: GMT+8:00" and a dropdown for "New Time Zone", and a "Change Administrator Password" section with "New Password" and "Retype Password" fields. The footer contains copyright information and W3C XHTML 1.0 and CSS logos.

**Note the date and time can only be changed when it is in FULL License Activation status.**

## Changing the DataSaver's Networking Settings

You can click on the **Networking** button on the menu on the left to access the DataSaver's networking settings. On this page, you can change the basic network information for the DataSaver as well as other features such as your email alerts and simple-NAS functionality.



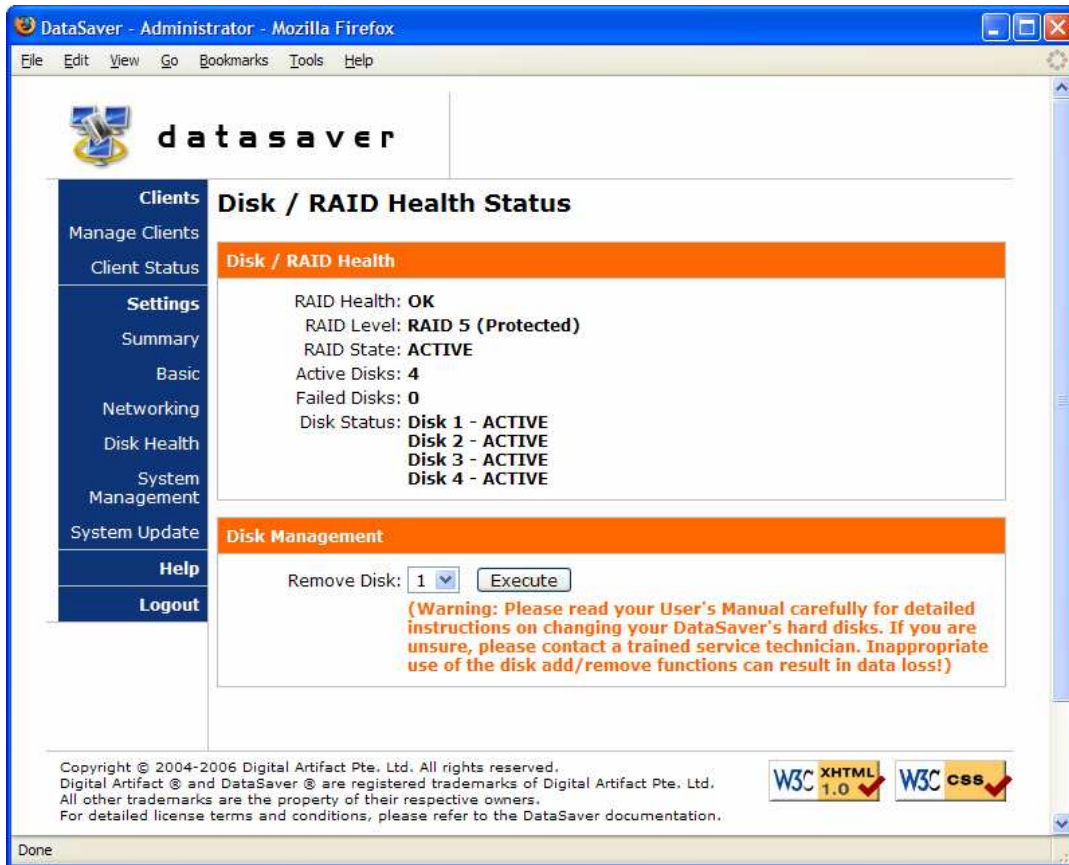
**Please remember that if the network information is incorrect, you may not be able to access your DataSaver later.**

To activate Administrator Email Alerts, you must have a valid SMTP Server, Email Address and at least one working Name Server.

To have a simple NAS storage space on your network, simply plug in any FAT formatted USB HDD to the DataSaver and set the NAS Workgroup to your Windows Workgroup.

## Managing the Disks in the DataSaver

Should your DataSaver have problems with its disks, simply click on the **Disk Health** button on the menu on the left. You can instantly see the status of the disks and RAID in the DataSaver. If the Disk Status or RAID Status reflects errors of some kind, you can use the Disk Remove / Add functions to change a disk drive.



Please use the Disk Remove / Add functions with care.  
 Inappropriate use of it can result in data loss.  
 If you are unsure, please contact a trained service technician.

If one of the disks is faulty, you should remove it by selecting it from the drop down box below, and clicking on the **Execute** button. This will deactivate the disk and allow you to remove it. Make sure your DataSaver model supports hot-plug functionality before replacing the disk. Otherwise, you will have to power off your DataSaver before physically replacing the disk.



After the disk has been removed, the Disk Health will reflect the disk as Removed and RAID State as degraded.

Once you have replaced the faulty disk, you need to Add the disk back to the RAID Array. Select the disk from the drop down box and click the **Execute** button. The RAID Array will begin rebuilding automatically.

**Make sure your DataSaver model supports hot-plug functionality before replacing the disk. Otherwise, you will have to power off your DataSaver before physically replacing the disk.**

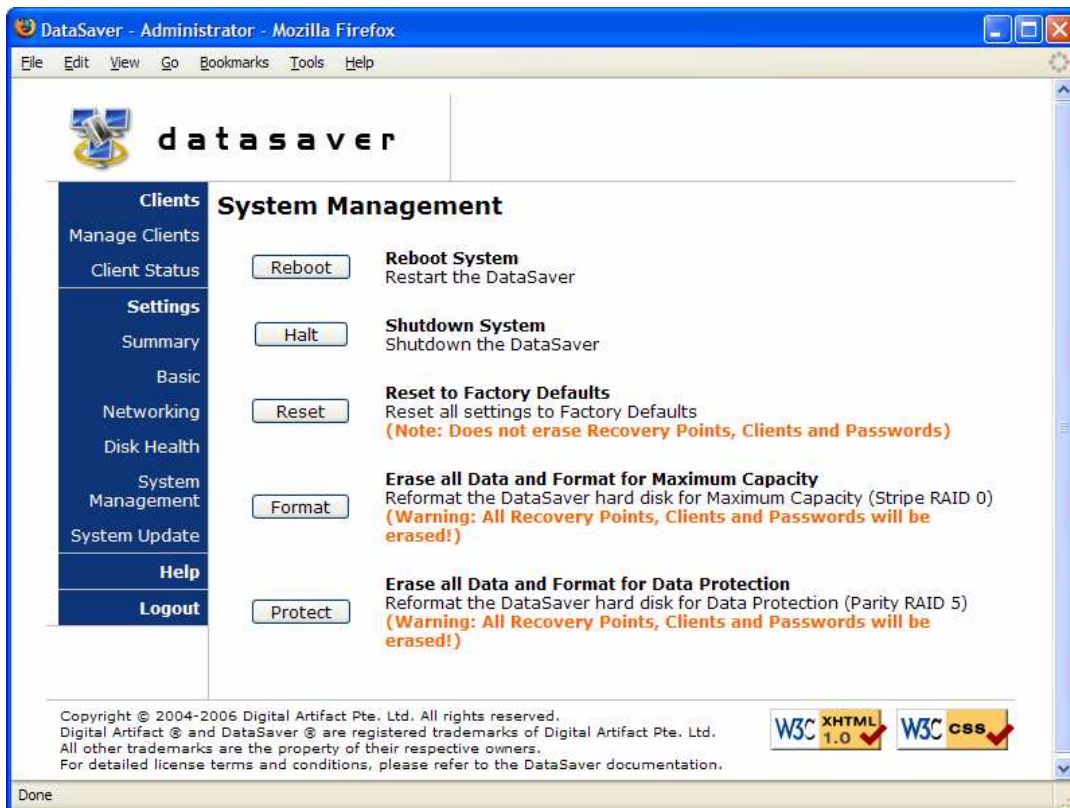
The image displays three overlapping screenshots of the DataSaver web interface in Mozilla Firefox:

- Top Screenshot (DataSaver - CONFIRM - Mozilla Firefox):** Shows a confirmation dialog titled "Add Disk". The text asks, "Are you sure you wish to Add Disk 2? If this is a degraded RAID array, it will be recovered!" and includes a warning: "(Warning: Please read your User's Manual carefully for detailed instructions on changing your DataSaver's hard disks. If you are unsure, please contact a trained service technician. Inappropriate use of the disk add/remove functions can result in data loss!)" There are "Proceed" and "Cancel" buttons.
- Middle Screenshot (DataSaver - ALERT - Mozilla Firefox):** Shows an alert dialog titled "Add Disk" with the message "Disk 2 is being added." and the same warning as the confirmation dialog. It also includes a countdown: "You will be redirected in 7 seconds".
- Bottom Screenshot (DataSaver - Administrator - Mozilla Firefox):** Shows the main administrator interface. The "Disk / RAID Health Status" section is highlighted, displaying the following information:
 

Disk / RAID Health	
RAID Health:	DEGRADED
RAID Level:	RAID 5 (Protected)
RAID State:	REBUILDING - 28% COMPLETE
Active Disks:	4
Failed Disks:	1
Disk Status:	Disk 1 - ACTIVE Disk 2 - REMOVED Disk 3 - ACTIVE Disk 4 - ACTIVE Disk 5 - REBUILDING

## Managing the DataSaver's System Functions

To control the DataSaver's operation, click on **System Management** on the menu on the left.



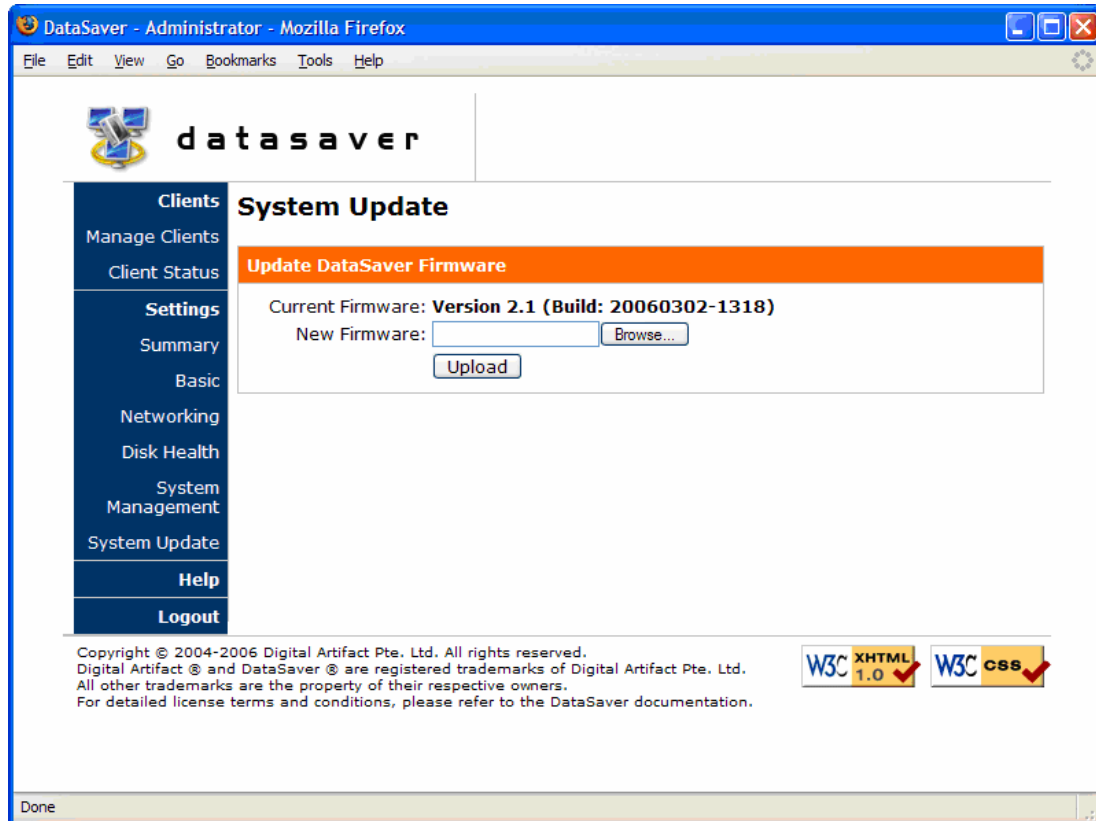
From this page, you can reboot the DataSaver or power it off by shutting it down. You can also reset the DataSaver to its factory defaults by clicking on the **Reset** button. To erase all the data and clients, you can use either the **Format** or the **Protect** option. **Format** will use RAID 0 (Stripe) and give you the maximum possible capacity, while **Protect** will use RAID 5 and ensure that your data enjoys redundancy protection in the event of a hard disk failure.

**Resetting the DataSaver to factory default does not affect any passwords (including the Administrator's password) or Clients and their settings and data.**

**On the other hand, Protect and Format will erase all passwords (including resetting the Administrator's password), Client data and Recovery Points in the DataSaver. The DataSaver's settings will however remain unchanged.**

## Updating the DataSaver

From time to time, new versions of firmware may be released. These new versions can be installed on the DataSaver through the **System Update** button.



Make sure you download the correct firmware version for your DataSaver model. Visit the DataSaver website for more information and download instructions.

# PART III

## Creating and Managing Clients

## Viewing the Status of all Clients

The DataSaver has a simple summary page to view the status of all Clients and their Recovery Points. Simply click on the **Client Status** button on the menu on the left. You can print this page for a quick report on the current status of all Clients in the DataSaver.

The screenshot shows the DataSaver Administrator interface. The main content area is titled "Client Status Report" and displays the following information:

Usage Summary		
No of Clients:	1	Used Space: 3.24 GB
		Available Space: 149.36 GB

Client Name: datasaver		Manage RPs	Edit Profile
Disk Space Used:	1.39 GB		
No of Recovery Points:	3		
Maximum Recovery Points:	Unlimited		
Base System Image:	Created: 23 Jan 2006 8:47pm		
Cont. Incr. Bckp.:	Active, Last Sync: 24 Jan 2006 6:53pm		
Snapshot Schedule:	No Schedule		
Automatic Daily Virus Scan:	Enabled		
Enhanced Privacy Protection:	Disabled		

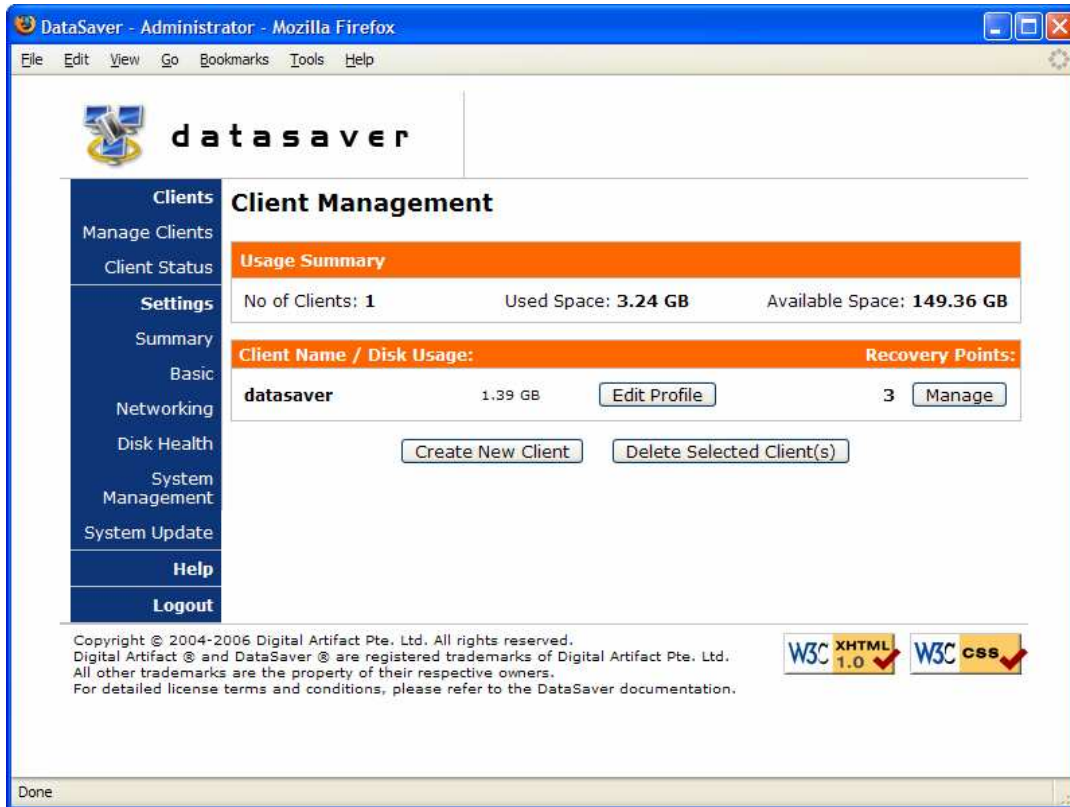
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W3C XHTML 1.0 ✓ W3C CSS ✓

Done

## Managing Clients

To manage the clients in the DataSaver, simply click on the **Manage Clients** button on the menu on the left.

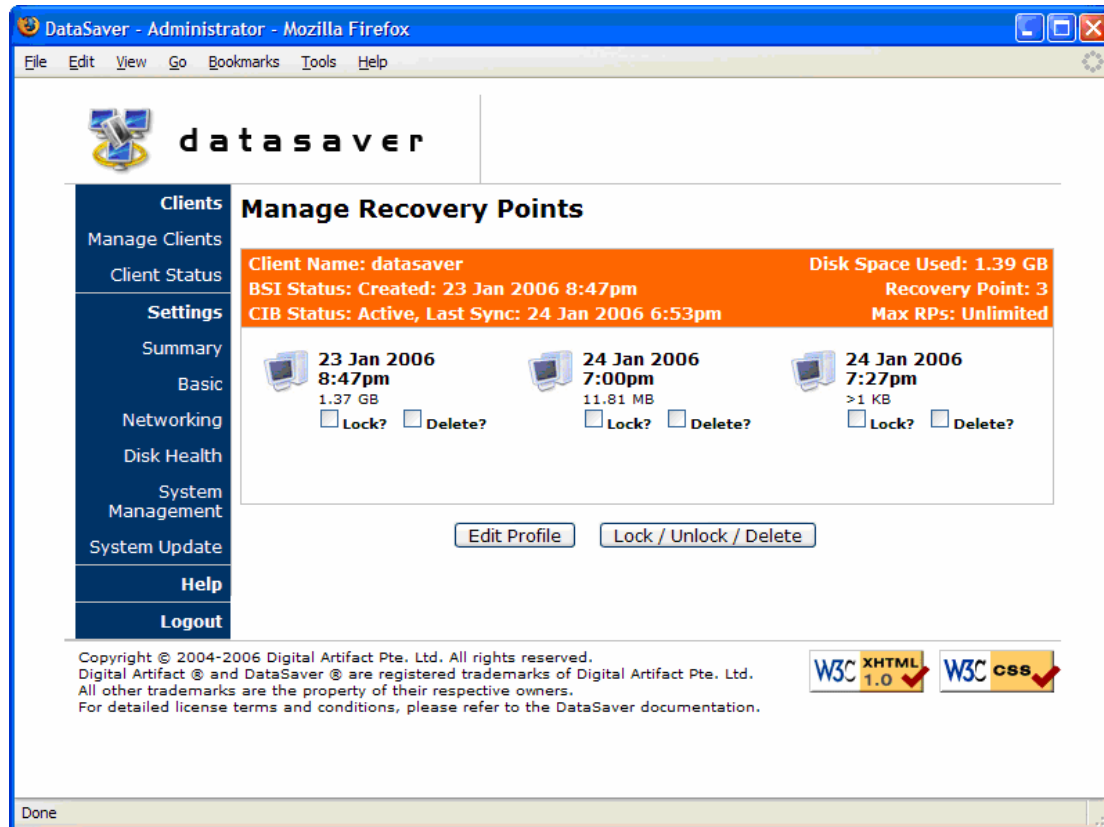


From here, you can manage each Client's Recovery Points or edit the Client's profile. You can only delete clients that have no Recovery Points at all. Ensure BSI and/or CIB is not active before deleting clients.

**If BSI or CIB is still active, deletion of clients may corrupt data and hang the DataSaver.**

## Managing a Client's Recovery Points

If you click on the **Manage** button under a Client's Recovery Points, you can view the Recovery Points for that particular Client. Remember, an Administrator does not have permission to view the contents of a Client's Recovery Point.



From here, the Administrator can lock, unlock or delete a Client's Recovery Points. Recovery Points that have been locked will not be removed by the Intelligent Disk Space Manager (IDSM) nor can they be deleted by the Client themselves. This ensures that Clients will not be allowed to delete data that is important to the company.

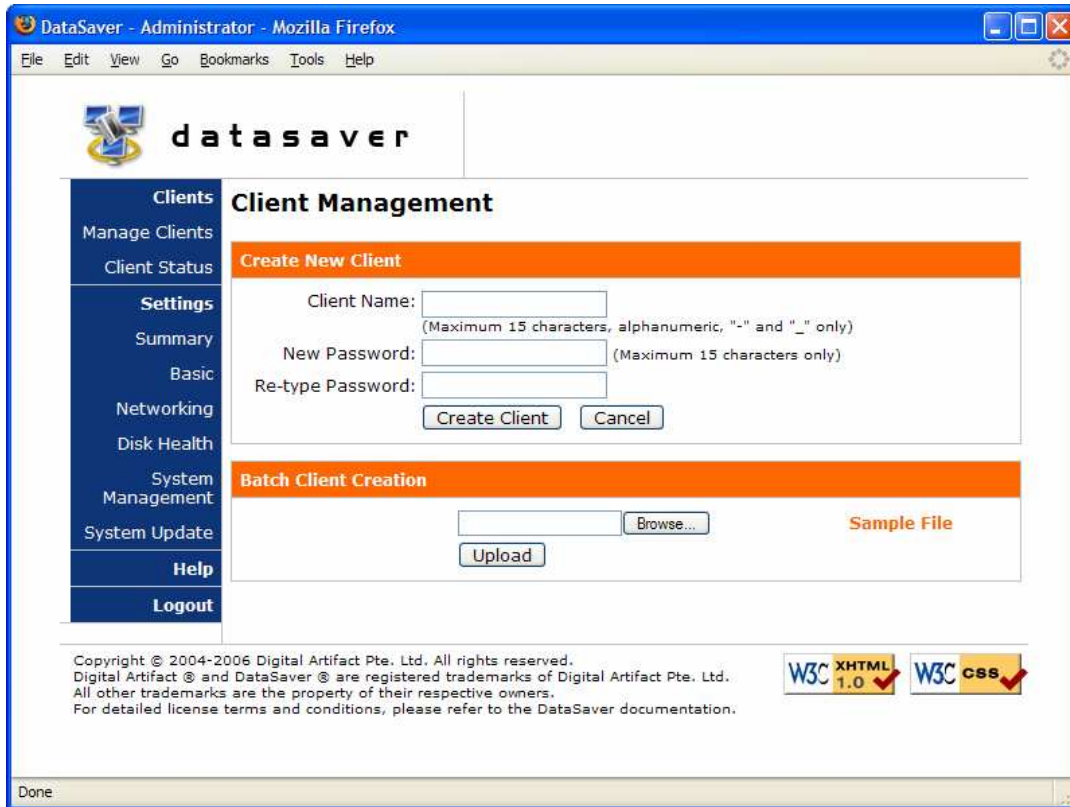
If users have files that are opened and changes have not yet been saved while a Recovery Point/Snapshot is being created, some data loss or corruption may occur. These files/data are still captured by the Recovery Point but cannot be guaranteed to be totally free of data corruption. This corruption may be a result of file writes that are incomplete or unwritten data buffered in applications. Such data loss and corruption (is similar to that after a system failure or power outage and also known as "crash-consistent" state) may result in the Recovery Point being corrupted and unusable. Recovery Points are at "crash-consistent" state.

**It is highly recommended that the users save their work often and regularly to ensure all data are captured properly in the Recovery Points.**

**If the last Recovery Point seems rather old or outdated, you can click on the Perform Snapshot Now button to create a new Recovery Point with the newest and latest changes in the Client's computer.**

## Creating a New Client

To create a new Client, click on the **Create Client** button. You will be asked for information about the new Client. From here you can create a new client and assign it a password.



**Remember, client names and passwords are case sensitive.**

Alternatively, you can use the Batch Client Creation option to upload a file with instructions for the DataSaver to create many clients quickly. Click on **Sample File** to view a sample file with these instructions to create many clients quickly.

## Modifying a Client's Profile

After creating the client or at any time in the future, you can edit the Client's profile by clicking on the **Edit Profile** button.

The screenshot shows the 'DataSaver - Administrator' web interface in Mozilla Firefox. The page title is 'Edit Client Profile' for a client named 'steve'. The interface is divided into a left sidebar and a main content area.

**Left Sidebar (Navigation):**

- Clients
  - Manage Clients
  - Client Status
- Settings
  - Summary
  - Basic
  - Networking
  - Disk Health
  - System Management
  - System Update
- Help
- Logout

**Main Content Area:**

**Client Name:** steve

**RP Limit:** Current Setting: 10, New Setting: 10. Buttons: Save Settings, Cancel, Manage RPs.

**Change Client Snapshot Schedule**

Current Schedule: **Every Day: 14:00 (hh:mm)**

New Schedule:

- Every Day: 0 : 0 (hh:mm)
- Every Week: Mon , 0 : 0 (D,hh:mm)
- Every Month: 1 , 0 : 0 (dd,hh:mm)
- Repeat Every: 10 (min)

Buttons: Save Schedule, Remove Schedule

**Change Client Password**

New Password:  (Maximum 15 characters only)

Retype Password:

Button: Reset Password

**Notice:**  
This client does not have Enhanced Privacy Protection. Enabling it will prevent you as the Administrator from resetting this client's password and gaining back-door access to their data. If the Client should forget their password in the future, the only option available to you is to delete the client and all its data and re-create a new client. If you enable Enhanced Privacy Protection for this Client, then only the Client can disable it.

Button: Enable Enhanced Privacy Protection

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Logos: W3C XHTML 1.0, W3C CSS

Here you can set the maximum number of Recovery Points allowed for this Client, as well as set a schedule for regular snapshots of the Client's Continuous Incremental Backup.

**To improve the performance of the DataSaver,  
try to spread out the schedules of the Client's snapshots.**

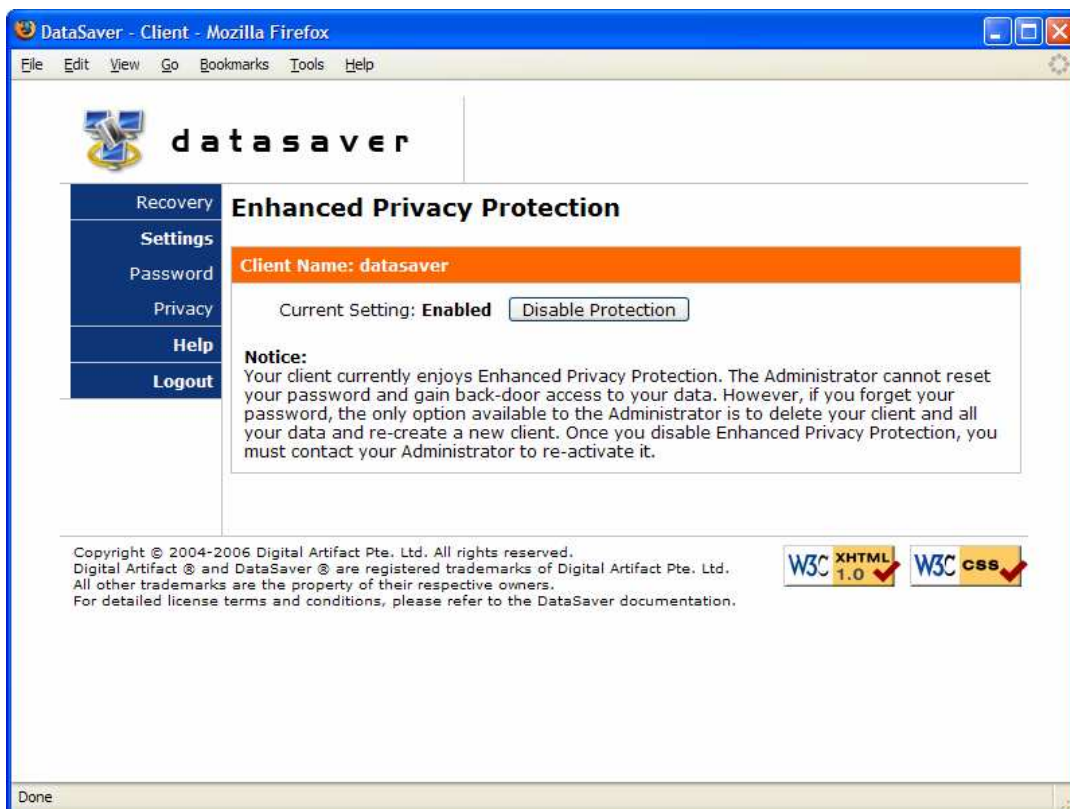
As the Administrator, you are allowed to reset the Client's password should the Client forget their password.

However, you can also enable the client's Enhanced Privacy Protection and you will no longer be allowed to change or reset the Client's password. This can be done to provide a higher level of privacy to the Client. Furthermore, only the Client is allowed to disable Enhanced Privacy Protection once it has been set.

#### Change Client Password

##### Warning:

This client currently enjoys Enhanced Privacy Protection. As the Administrator, you cannot reset this client's password and gain back-door access to their data. However, if the Client forgets their password, the only option available to you is to delete the client and all its data and re-create a new client. Only the Administrator can enable Enhanced Privacy Protection, but only the Client can disable it.




**If a Client has forgotten their password and they have Enhanced Privacy Protection Enabled, the only option available to the Administrator is to delete the Client and all its Recovery Points and for a new Client to be setup.**

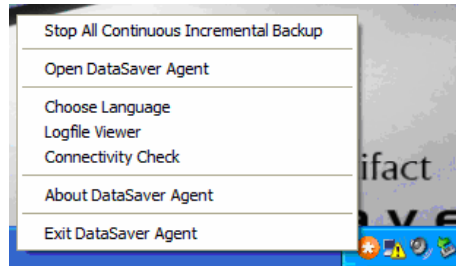
# PART IV

## Log Files and Email Alerts

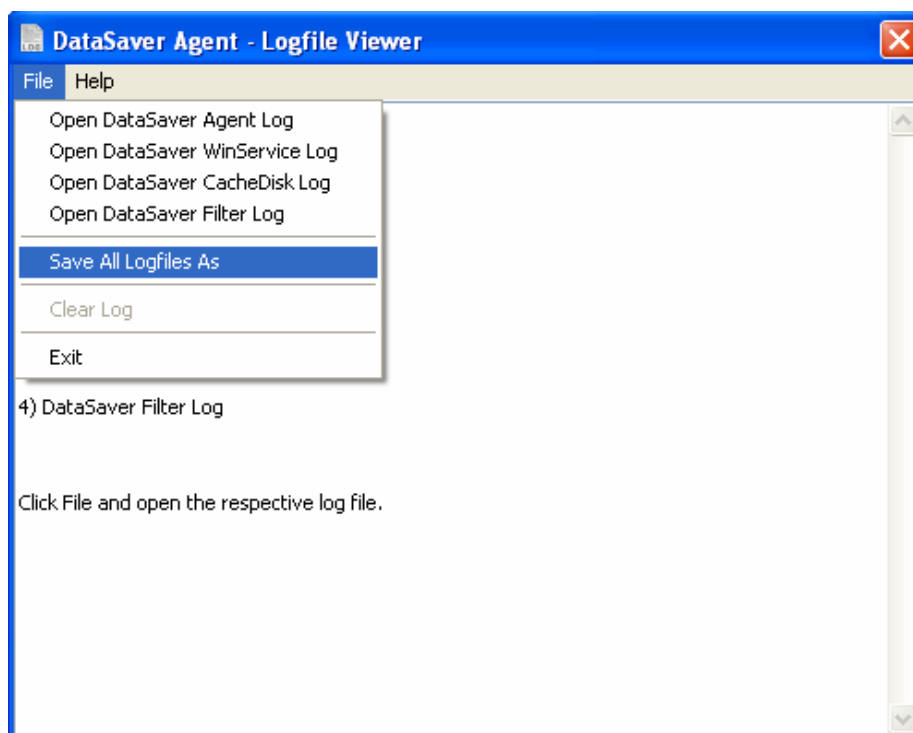
## Saving Log Files

As an Administrator/User, you may at times be required to provide the logfiles to your Servicing Agent or the Digital Artifact support team when technical support is required.

These files may be viewed by right clicking on the DataSaver Agent icon  located on the systray at the bottom right of the desktop and selecting **Logfile Viewer**.



Save the log files into a .zip file and email to your Servicing Agent or the Digital Artifact support team.



## Types of Email Alerts

The DataSaver has been configured to provide you with email alerts when certain activities occur.

When:

- The DataSaver starts up or is rebooted
- Base System Image or Continuous Incremental Backup fails
- Recovery Point is Corrupted or Recovery Snapshot Not Performed
- Formatting Disk / Disk Failure
- Low Disk Space / Auto-housekeeping (Deletion) of Recovery Points

**To receive Email Alerts, you will need to set the SMTP Server and Email Address under “Networking” in the Administrator’s Web GUI.**

## APPENDIX

## Legal Information

## DIGITAL ARTIFACT PTE LTD ("the Supplier")

### TERMS AND CONDITIONS OF SALE AND PURCHASE OF datasaver®

1. The sale of datasaver® by the Supplier to you shall be subject to the terms and conditions set out herein ("these terms"). If you do not agree to these terms you must within 30 days contact us/your reseller for a refund, return all product(s) and any other materials we have provided to you under this transaction and delete any copies you have made of the product(s)/software provided under this transaction. By using datasaver® you shall be deemed to have accepted and agreed to these terms at the time of commencement of such usage.

#### 2. WARRANTIES

2.1 Limited warranty. The Supplier warrants that datasaver® will perform substantially in accordance with the Users' Guides provided to you. This warranty is valid for a period of one year from the date of your purchase of datasaver® and valid evidence of such date of purchase must be produced by you. To the maximum extent permitted by law, any warranties imposed by law concerning datasaver® are limited to the same one year period. This warranty shall not apply if failure of datasaver® has resulted from accident, abuse or misapplication. If you notify the Supplier within the said warranty period that datasaver® does not meet this warranty, the Supplier shall, at its option, either (i) return the price paid by you for datasaver® or (ii) repair or replace datasaver®. To the maximum extent permitted by law, this is your exclusive remedy for any failure of datasaver® to function as described in this clause.

2.2 Notwithstanding anything in clause 2.1 above, the Supplier will not be liable to remedy any defect in datasaver® if:

- (a) the defect does not result in the performance of datasaver® significantly deviating from the specifications in the Users' Guides;
- (b) the defect is the result of alterations or modifications to datasaver® not authorized in writing by the Supplier;
- (c) the defect is the result of use of datasaver® in combination with equipment, programs or services not authorized in writing by the Supplier; or
- (d) the defect is the result of use of datasaver® other than in the operating environment recommended by the Supplier or other than in accordance with the Supplier's directions.

2.3 NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE SUPPLIER DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THESE TERMS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO datasaver® AND THE ASSOCIATED DOCUMENTATION AND THE PROVISION OF ANY SUPPORT SERVICES. THE SUPPLIER WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY THE SUPPLIER UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND THE SUPPLIER, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

2.4 Without derogating from clause 2.3 above, the Supplier does not warrant that:

- (a) datasaver® is error free;
- (b) datasaver® shall meet requirements other than as set out in the specifications;
- (c) datasaver® shall operate in combinations which may be scheduled for use by you; or
- (d) datasaver® shall provide any function not designated in the specifications.

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3.2 Where any Act of Parliament implies in these terms any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these terms. However, the liability of the Supplier for any breach of such term, condition or warranty shall be limited, at the option of the Supplier, to any one or more of the following:

- (a) the replacement of datasaver® or the supply of equivalent goods;
- (b) the repair of datasaver®;
- (c) the payment of the cost of replacing datasaver® or of acquiring equivalent goods; or
- (d) the payment of the cost of having datasaver® repaired.

#### 4. NO COPYING, MODIFICATIONS, REVERSE ENGINEERING

4.1 You shall not copy or reproduce or modify or alter or merge by any means or in any form the embedded operating system/software of datasaver® or any part of the same.

4.2 You shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or part of the embedded operating system/software of datasaver®.

#### 5. GOVERNING LAW AND ARBITRATION

5.1 These terms will be governed by and construed according to the law of Singapore.

5.2 Any dispute arising out of or in connection with this transaction or these terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre, which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Indonesia or elsewhere. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

## DIGITAL ARTIFACT PTE LTD

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## DIGITAL ARTIFACT PTE LTD

### SOFTWARE LICENCE AGREEMENT

#### 1. PREAMBLE

This Agreement is made between DIGITAL ARTIFACT PTE LTD of 1003 Bukit Merah Central, #05-30, Bukit Merah Technopreneur Centre, Singapore 159836 ("the Supplier") and the entity or individual (as the case may be) identified as licensee in the License Certificate issued and/or the entity or individual (as the case may be) issued with a license number for the license and installation of a certain computer program ("the Customer").

#### 2. DEFINITIONS

**Associated documentation** Operating manuals and other printed materials including the Users' Guide, user manuals, programming manuals, modification manuals, flow charts, drawings and software listings which are designed to assist or supplement the understanding or application of the Licensed Program and which are included in the software installation, on the media (i.e. CDROM) or made available on the Supplier's website.

**Commencement date** The date upon which the Customer accepts or is deemed to have accepted the Licensed Program under clause 4 of this agreement;

**Designated equipment** The computer equipment located at the Customer's designated premises which shall be connected to the datasaver® purchased by the Customer from the Supplier and upon which the Licensed Program will be used by the Customer;

**Force majeure** Any act, omission or circumstance over which the Supplier could not reasonably have exercised control;

**License** The license granted by the Supplier to the Customer under this agreement;

**Licensed Program** The datasaver® Client Software consisting of a set of instructions or statements in machine readable medium only together with any associated materials and documentation and any enhancement, modification or new release of the program.

Unless the context otherwise requires, words importing the singular include the plural and vice versa and words of one gender include all other genders.

#### 3. SCOPE OF AGREEMENT

The Supplier grants to the Customer a non-transferable and non-exclusive license to use the License Program on the Designated equipment.

#### 4. ACCEPTANCE OF LICENSED PROGRAM AND DURATION OF AGREEMENT

4.1 The Customer accepts the Licensed Program and agrees to all the terms and conditions of this agreement by confirming such acceptance and agreement during the installation process of the Licensed Program, or by using the Licensed Program in which case the Customer will be deemed to have accepted the Licensed Program and agreed to all the terms and conditions of this agreement upon the commencement of such usage.

4.2 This agreement commences on the Commencement date and will continue until terminated by either party pursuant to this agreement.

#### 5. OPERATING SPECIFICATIONS

5.1 The Supplier shall include in the Associated documentation the specifications which define the operational characteristics of the Licensed Program.

5.2 The Supplier may alter, substitute or modify such specifications from time to time and the Licensed Program will continue to be subject to this agreement notwithstanding any such alteration, substitution or modification.

#### 6. DOCUMENTATION

6.1 The Customer acknowledges that it is satisfied that the Associated documentation contains sufficient information for the proper use of the Licensed Program.

6.2 The Associated documentation is subject to the same restrictions on copying and modifications as are imposed in this Agreement or otherwise by law in respect of the Licensed Program, and shall not be used by the Customer except to assist in the normal use of the Licensed Program.

6.3 The Supplier may alter, substitute or modify any and all of the Associated documentation or specifications from time to time at it deems necessary and the Licensed Program will continue to be subject to this agreement notwithstanding any such alteration, substitution or modification.

#### 7. LICENSE

7.1 The Supplier warrants it has the right and authority to grant the license to the Customer;

7.2 The Customer shall only use the Licensed Program on the Designated equipment and only in accordance with the normal operating procedures notified to it by the Supplier in the Associated documentation or otherwise in writing.

7.3 The Customer shall not copy, alter, modify or reproduce the Licensed Program without the Supplier's prior written consent.

7.4 Only the Customer may use the Licensed Program under this agreement.

7.5 Any unauthorized use, alteration, modification, reproduction, publication, disclosure or transfer of the Licensed Program will entitle the Supplier to equitable relief against the Customer, including injunctive relief.

7.6 Nothing in this agreement shall oblige the Supplier to maintain the Licensed Program, whether by providing upgrades or enhancements or otherwise. If required by the Customer, such maintenance shall be the subject of a separate agreement between the parties.

#### 8. COPYING

8.1 Subject to clause 8.2, the Customer shall not copy or reproduce the Licensed Program or the Associated documentation by any means or in any form without the Supplier's prior written consent.

8.2 The Customer may make one copy of the Licensed Program for the purpose of backup and security. The Customer shall acknowledge such copy as the property of the Supplier. The terms of this agreement, with the necessary modifications, apply to that said copy.

8.3 The Customer shall ensure the copy of the Licensed Program bears notice of the Supplier's ownership of copyright (if applicable) and a notice stipulating the Licensed Program contains information confidential to the Supplier. The Customer shall comply with any directions of the Supplier as to the form or content of such notices.

#### 9. NO MODIFICATIONS

The Customer shall not modify or alter the Licensed Program or merge all or any part of the Licensed Program with other Licensed Programs.

#### 10. REVERSE ENGINEERING

The Customer shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the License Program.

#### 11. NEW RELEASES/ UPGRADES

11.1 The Customer may obtain/ purchase upgrades for the Licensed Program from the Supplier and the Customer shall pay any fees/charges that may be imposed by the Supplier (at its sole discretion) for such upgrades.

11.2 All fees and charges payable by the Customer under this agreement are exclusive of any taxes, duties, fees, or other government levies or charges which may be imposed on or in respect of the Licensed Program, its use or its maintenance under this agreement or otherwise. Such taxes, duties, fees or other government charges shall be paid by the Customer immediately when they become due and in any event, not later than thirty (30) days after notice in writing by the Supplier requiring such payment. The Customer shall fully indemnify and hold harmless the Supplier against all payments made by the Supplier which are the Customer's responsibility under this clause.

#### 12. SECURITY

12.1 The Customer will be solely responsible for the use, supervision, management and control of the Licensed Program and associated documentation.

12.2 The Customer will ensure that the Licensed Program is protected at all times from access, use or misuse, damage or destruction by any person not authorized by the Supplier for that purpose.

12.3 The Customer shall keep accurate records of use, copying, modification and disclosure of the Licensed Program. The Customer shall permit the Supplier to inspect such records at any time during the Customer's normal business hours. If the Supplier requests, the Customer shall furnish to the Supplier a copy of all or any part of such records.

#### 13. RISK

Risk of loss of or damage to the Licensed Program, the Associated Documentation and all material/documents/media provided by the Supplier and/or its reseller passes to the Customer on the Commencement date.

#### 14. CONFIDENTIALITY

14.1 The Customer shall treat as confidential information relating in any way to the Licensed Program, the Supplier or its clientele.

14.2 The Customer shall not, without the Supplier's prior consent in writing, copy or cause to be copied or disclose any details of such information to a third party.

14.3 The Customer may only make use of such details to the extent necessary to enable the Licensed Program to be used in a manner reasonably contemplated by the Supplier.

14.4 The Customer may only disclose such details to those of its employees by whom it is required to enable the Licensed Program to be used in a manner reasonably contemplated by the Supplier.

14.5 The Customer acknowledges that any discoveries, inventions, patents, designs or other rights arising directly or indirectly out of or in performance of this agreement, are the property of the Supplier.

14.6 The Customer's obligations under this clause shall survive the termination of this agreement.

#### 15. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement shall have no right(s) under the Contract (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

#### 16. INTELLECTUAL PROPERTY RIGHTS

16.1 Subject to clauses 16.2 and 16.3, the Supplier shall indemnify the Customer against liability under any final judgment in proceedings brought by a third party against the Customer determining that the Customer's use of the Licensed Program constitutes an infringement of a Singapore copyright.

16.2 The Supplier will not indemnify the Customer as provided in clause 16.1 unless the Customer:

- notifies the Supplier in writing as soon as practicable of any infringement, suspected infringement or alleged infringement;
- gives the Supplier the option to conduct the defence of such a claim, including negotiations for settlement or compromise prior to the institution of legal proceedings;
- provides the Supplier with reasonable assistance in conducting the defence of such a claim;
- permits the Supplier to modify, alter or substitute the Licensed Program, at its own expense, to render it non-infringement; and
- authorises the Supplier to procure for the Customer the authority to continue the use and possession of the Licensed Program.

16.3 The Supplier shall not indemnify the Customer if such infringement, suspected infringement or alleged infringement arises from:

- use of the Licensed Program in a combination by any means and in any form with computer programs not specifically approved by the Supplier;
  - use of the License Program in a manner or for a purpose not reasonably contemplated or not authorized by the Supplier;
  - modification or alteration of the Licensed Program without prior consent in writing of the Supplier; or
  - any transaction entered into by the Customer relating to the Licensed Program without the Supplier's prior consent in writing.
- 16.4 The Customer shall indemnify and hold harmless the Supplier against any loss, costs, expenses demands or liability, whether direct or indirect, arising out of a claim by a third party alleging such infringement if:

- the claim arises from an event specified in clauses 16.3(a) to 16.3(d);
- the ability of the Supplier to defend the claim has been prejudiced by the failure of the Customer to comply with the provisos in clause 16.2; or
- information provided to the Supplier by the Customer to enable the Supplier to develop the Licensed Program encroaches upon any intellectual or industrial property rights of a third party.

#### 17. WARRANTIES

17.1 Limited warranty. The Supplier warrants that the Licensed Program will perform substantially in accordance with the Associated documentation. This warranty is valid for a period of one year from the Commencement date. To the maximum extent permitted by law,

any warranties imposed by law concerning the products are limited to the same one year period. This warranty shall not apply if failure of the Licensed Program has resulted from accident, abuse or misapplication. If the Customer notifies the Supplier within the said warranty period that the Licensed Program does not meet this warranty, the Supplier shall, at its option, either (i) return the price paid for the Licensed Program or (ii) repair or replace the Licensed Program. To the maximum extent permitted by law, this is the Customer's exclusive remedy for any failure of the Licensed Program to function as described in this sub-clause.

17.2 Notwithstanding anything in clause 17.1 above, the Supplier will not be liable to remedy any defect in the Licensed Program if:

- (a) the defect does not result in the performance of the Licensed Program significantly deviating from the Customer's specifications or the specifications referred to in Clause 5;
- (b) the defect is the result of alterations or modifications to the Licensed Program not authorized in writing by the Supplier;
- (c) the defect is the result of use of the Licensed Program in combination with equipment, programs or services not authorized in writing by the Supplier;
- (d) the defect is the result of use of the Licensed Program other than in the operating environment recommended by the Supplier or other than in accordance with the Supplier's directions; or
- (e) the defect is the result of failure of the Customer to meet its obligations under this Agreement or any other agreement relating to the Licensed Program.

17.3 NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE SUPPLIER DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED PROGRAM AND THE ASSOCIATED DOCUMENTATION AND THE PROVISION OF ANY SUPPORT SERVICES. THE SUPPLIER WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO THE CUSTOMER BY THE SUPPLIER UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN THE SUPPLIER AND THE CUSTOMER, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

17.4 Without derogating from clause 17.3 above, the Supplier does not warrant that:

- (a) the Licensed Program is error free;
- (b) the use of the Licensed Program shall be uninterrupted;
- (c) the Licensed Program shall meet the Customer's requirements other than as set out in the specifications;
- (d) the Licensed Program shall operate in combinations which may be scheduled for use by the Customer; or
- (e) the Licensed Program shall provide any function not designated in the specifications.

#### 18. LIABILITY OF SUPPLIER

18.1 Except as expressly provided to the contrary in this agreement, all terms conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the Licensed Program or to this agreement, are excluded. Without limiting the generality of the preceding sentence, the Supplier shall not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Licensed Program or the failure or omission on the part of the Supplier to comply with its obligations under this agreement.

18.2 Where any Act of Parliament implies in this agreement any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in this agreement. However, the liability of the Supplier for any breach of such term, condition or warranty shall be limited, at the option of the Supplier, to any one or more of the following:

- (a) if the breach relates to goods;
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of such goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

18.3 The Customer warrants that it has not relied on any representation made by the Supplier which has not been stated expressly in this agreement or upon any descriptions or illustrations or specifications contained in any document including any catalogue or publicity material produced by the Supplier.

18.4 To the maximum extent permitted by applicable law, neither the Supplier nor any of its subsidiaries, affiliated entities or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, fix or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

18.5 The limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

#### 19. FORCE MAJEURE

19.1 The Supplier shall not be liable for any delay or failure to perform its obligations if such failure or delay is due to force majeure.

19.2 The Supplier shall notify the Customer as soon as practicable of any anticipated delay due to force majeure. The performance of the Supplier's obligations under this agreement shall be suspended for the period of the delay due to force majeure.

19.3 If a delay due to force majeure exceeds 15 calendar days the Supplier may terminate this agreement immediately on providing notice to the Customer. If the Supplier gives such notice to the Customer:

- (a) if delivery has taken place, the Customer shall comply with the Supplier's directions for return or destruction of the Licensed Program;
- (b) the Supplier shall refund moneys previously paid by the Customer under this agreement for which no goods or services have been provided;
- (c) the Customer shall pay the Supplier a reasonable sum in relating to services rendered or costs and expenses incurred prior to termination; and
- (d) the Supplier may deduct the charge or part of the charge referred to in clause 19.3(c), from the sum, if any, referred to in clause 19.3(b).

#### 20. TERMINATION

20.1 Without limiting the generality of any other clause in this agreement, the Supplier may terminate this agreement immediately by notice in writing if:

- (a) (with respect to transactions involving a direct purchase of the Licensed Program by Customer from the Supplier) any payment due from the Customer to the Supplier remains unpaid/outstanding on the day after such payment becomes due and payable from the Customer to the Supplier; or
- (b) the Customer breaches any clause of this agreement and such breach is not remedied within 14 calendar days of written notice by the Supplier; or
- (c) the Customer disposes of the Licensed Program.

20.2 Notwithstanding clause 20.1 the Supplier may terminate this agreement immediately on notice in writing to the Customer if:

- (a) the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- (b) the Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
- (c) the Customer, being a natural person, dies; or
- (d) the Customer ceases or threatens to cease conducting its business in the normal manner.

20.3 If notice is given to the Customer pursuant to clauses 20.1 or 20.2, the Supplier may, in addition to terminating the agreement:

- (a) repossess any copies of the Licensed Program in the possession, custody or control of the Customer;
  - (b) retain any moneys paid;
  - (c) charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
  - (d) be regarded as discharged from any further obligations under this agreement; and
  - (e) pursue any additional or alternative remedies provided by law.
- 20.4 Upon termination of this agreement, the Customer shall immediately on request furnish the Supplier with written certification that the Licensed Program, the associated documentation, and all copies of the Licensed Program and the documentation have been returned to the Supplier.

#### 21. ASSIGNMENT

The benefit of this agreement shall not be dealt with in any way by the Customer (whether by assignment, sub-licensing or otherwise) without the Supplier's prior written consent.

#### 22. SUB-CONTRACTS

The Supplier may sub-contract the performance of this agreement or any part of this agreement without obtaining the Customer's prior written consent.

#### 23. WAIVER

23.1 No right under this agreement shall be deemed to be waived except by notice in writing signed by each party.

23.2 A waiver by the Supplier pursuant to sub-clause 23.1 will not prejudice its rights in respect of any subsequent breach of this agreement by the Customer.

23.3 Subject to clause 23.1, any failure by the Supplier to enforce any clause of this agreement, or any forbearance, delay or indulgence granted by the Supplier to the Customer, will not be construed as a waiver of the Supplier's rights under this agreement.

#### 24. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties for the subject matter referred to in clause 1. Any prior arrangements, agreements, representations or undertakings are superseded. No modification or alteration of any clause of this agreement will be valid except in writing signed by each party.

#### 25. HEADINGS

Headings used in this agreement are for convenience and ease of reference only, are not part of this agreement and shall not be relevant to or affect the meaning or interpretation of this agreement.

#### 26. SEVERABILITY

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

#### 27. GOVERNING LAW

This agreement will be governed by and construed according to the law of Singapore.

#### 28. NOTICES

28.1 Notices under this agreement may be delivered by hand, by registered mail, by telex or by facsimile to the addresses specified in this agreement (in respect of the Supplier) and in the Supplier's records (in respect of the Customer).

28.2 Notice will be deemed given:

- (a) in the case of hand delivery or registered mail, upon written acknowledgment of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;
- (b) in the case of telex, upon receipt of answer-back;
- (c) in the case of facsimile, upon completion of transmission.

#### 29. DISPUTES

Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre, which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgment thereon in Singapore or elsewhere. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

#### 30. SUPPLIER'S RIGHTS

Any express statement of a right of the Supplier under this agreement is without prejudice to any other right of the Supplier expressly stated in this agreement or arising at law.

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Preamble

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Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

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You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licenses extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

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