

**NORTHPORT (MALAYSIA) BHD**

(CompanyNo.146850-A)

**AGREEMENT FOR CLIENT ACCESS SYSTEM (HAULIER)**

THIS **AGREEMENT** is made .....Day of .....20..... Between **NORTHPORT (MALAYSIA) BHD.**, a corporate body incorporated under the Laws Of Malaysia and having its registered address at Jalan Pelabuhan, NorthPort, 42000 Port Klang (hereinafter referred to as **"NMB"**) of the one part and

(Hereinafter referred to as **"the Licensee "**) which expression shall where the context so admits include its successors in title and permitted assigns of the other part.

**WHEREAS**

- A. NMB is the owner and operator of a container terminal situate at the North Klang Straits.
- B. NMB has developed software information – retrieving Programme called "Client Access System" (hereinafter called "the Licensed Programme") designed to enable its customers to gain access to information pertaining to their respective terminal operations collated by NMB.
- C. The Licensee is a customer of NMB and is desirous of participating in the Licensed Programme subject to the terms and conditions as hereinafter specified.
- D. In the premises and for the consideration here after set out, NMB hereby agrees to grant the Licensee a non-exclusive license to enable the Licensee access to and use of the Licensed Programme.

## IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the payment by the Licensee on a monthly basis of the License Fee set out in Clause 2 below, NMB hereby grants the Licensee a non-exclusive license for access to and the use of the Licensed Programme.
2. a) The License Fee referred to above shall be **Ringgit Malaysia One Hundred only (RM100.00) payable in advance** on or before the 7<sup>th</sup> day of each month of participation.  
b) In the event the Licensee does not have credit facilities vide NMB's Ledger account, NMB shall provide credit facilities vide a Ledger Account to the Licensee solely for the debiting and billing of the License fee. The Licensee will have to deposit with NMB a sum of Ringgit Malaysia Five hundred only (RM500.00) in lieu of a Bankers Guarantee upon signing of this Agreement.  
c) Such License Fee shall subject to review by NMB as and when it deems necessary in order to ascertain the need to vary the rate thereof. The increase, if any shall be made after taking into consideration all surrounding circumstances, including any increase in NMB's operating cost, and after consultation with the Licensee. Any such increase shall be notified by NMB to the Licensee in writing and shall be binding from there from.
3. The Licensee shall procure and install at his own cost all necessary software and hardware including the cost of connecting to NMB's hardware.
4. NMB shall endeavor at all times to maintain the correctness and the constant flow of information and the faults or shortcoming shall be attended to if such fault or shortcoming is brought to the notice of NMB. Such fault or shortcoming shall not at any time attach any liability on the part of NMB and the Licensee shall hold harmless NMB for any damage or loss that may arise there from.
5. The Licensed Programme is at all time the sole property of NMB and contain confidential information of NMB. The Licensee shall be issued with a password with which to retrieve the information required. Such password shall remain confidential and constitutes property of NMB.
6. The Licensee shall not assign, transfer, lease, rent, charge or otherwise deal in or encumbers the Licensed Programme nor use on behalf of or make available the same to any third party.

7. NMB is not and shall not at any time in the future be liable or sought to be made liable for any act or omission including those of its employees agents or subcontractors to the Licensee whether in respect of any breach of its contractual obligations arising under this Agreement or of any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement.

8. **This Agreement may be terminated:**

- a) By the Licensee upon giving not less than seven (7) day notice in writing to NMB, or
- b) Forthwith by NMB if the Licensee fails to pay any sum due hereunder within seven (7) days of the due date therefore or
- c) forthwith by either party if the other commits any material breach of any terms of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within seven (7) days of a written request to remedy the same.

9. NMB shall not be liable to the Licensee for loss arising from or in connection with any representations agreements statement or undertakings made prior to the date of execution of this Agreement other than those representations agreements statements of undertakings confirmed by a duly authorized representative of NMB in writing.

10. The Licensee accepts that the Licensed Programme was not designed and produced to its individual requirements but for the general benefit of NMB and its customers.

11. NMB may, at a later stage, introduce facility for data entry by the Licensee. All data so entered shall be verified true by the Licensee who shall at all times remain liable for the accuracy and timeliness of the data entered. The Licensee shall hereby hold harmless NMB for any demand, claim, action, and damages or cost how so ever arising as a result of any false or negligent data entered by the Licensee.

12. The Licensee shall not be entitled to assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Licensed Programme.

13. The Licensee hereby agrees and undertakes that he shall not infringe the copyright attached to any software that it purchases or otherwise procures for use in or with the Licensed Programme and hereby agrees to indemnify and keep NMB indemnified against any action demand proceeding claim cost and expenses or losses and damages howsoever arising as a result of such infringement.

14. Not with standing anything to the contrary herein above stated, NMB hereby reserves the right to develop or cause the development at any period of time of new or new versions of the Licensed Programme and their introduction thereof either with a view to succeed the present Licensed Programme or to completely replace the same. Such successor or replacement Programme shall not be any less capable than the Licensed Programme.

**IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO CAUSED THIS AGREEMENT TO BE EXECUTED IN THEIR RESPECTIVE NAMES AND BY THEIR NAMES AND BY THEIR DULY AUTHORISED OFFICERS THE DAY AND YEAR FIRST ABOVE WRITTEN.**

Signed by and on behalf of )  
**NORTHPORT (MALAYSIA) BHD** ) .....

In the Presence of )  
**NORTHPORT (MALAYSIA) BHD** ) .....

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**Company** ) .....

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