

QS CERTIFIED TERMS AND CONDITIONS DOCUMENT

1. GENERAL

- 1.1 This Document (as defined herein) defines the responsibilities and obligations of the Licensee and the terms and conditions to be strictly adhered and complied to by the Licensee to maintain the validity of the Certificate (as defined herein) and the License (as defined herein) and to ensure maintenance of the compliance of the Software Product (as defined herein) and the Documentation (as defined herein) against the Scheme Requirements (as defined herein).
- 1.2 This Document shall be read together with and shall form an integral part of the Licensing Agreement.

2. DEFINITIONS

“Breach”	having the meaning as defined in Paragraph 4.1 of this Document;
“Business Days”	having the meaning as defined in the Licensing Agreement;
“Certificate”	having the meaning as defined in the Licensing Agreement;
“Certification Mark”	having the meaning as defined in the Licensing Agreement;
“Certification Register”	having the meaning as defined in the Licensing Agreement;
“Certification Terms and Conditions”	having the meaning as defined in Paragraph 3 of this Document;
“Document”	means this QS Certified Terms and Conditions Document outlining the requirements to be strictly complied with by the Licensee to maintain the validity of the Certificate and the License, which may be amended by MSTB from time to time by giving to the Licensee a written notice to that effect;
“Documentation”	having the meaning as defined in the Licensing Agreement;
“Intellectual Property Rights”	having the meaning as defined in the Licensing Agreement;
“License”	having the meaning as defined in the Licensing Agreement;
“Licensee”	having the meaning as defined in the Licensing Agreement;
“Licensing Agreement”	means the licensing agreement executed between MSTB and the Licensee in respect of the issuance of the Certificate and the grant of the License together with its schedule thereto as may be amended, added and/or varied from time to time by mutual written agreement of the Parties in accordance with the terms thereof;
“Scheme Requirements”	means the standards which are applicable to the Software Product and the Documentation as more fully specified in the Certificate;
“Serial Number”	having the meaning as defined in the Licensing Agreement;
“Software Product”	having the meaning as defined in the Licensing Agreement; and

“Terms of Use of the Certification Mark” having the meaning as defined in **Paragraph 3(c)** of this Document.

3. CERTIFICATION TERMS AND CONDITIONS

The Licensee agrees that the Certificate and the License are valid so long as the Licensee complies with the following certification terms and conditions (“**Certification Terms and Conditions**”):

(a) In respect of the use of the Certificate

The Licensee agrees that it shall ensure that it shall not use the Certificate in any manner that may bring MSTB into disrepute.

(b) In respect of the Software Product and the Documentation

(i) The Licensee agrees that it shall ensure that the Software Product (together with the Documentation) as granted in the Certificate to be produced and/or supplied, placed in commerce and marketed in compliance/conformance with the Scheme Requirements;

(ii) The Licensee may publish the fact that the Software Product and the Documentation qualifies as a software product and documentation to which the Certificate applies subject to the guidelines provided by MSTB, which may be amended by MSTB from time to time. However, the Licensee agrees that it shall not make any false, misleading or unauthorized claim or statement regarding the Software Product (together with the Documentation) in any manner and form for whatever purposes, including in the sale and marketing of the same;

(iii) The Licensee shall comply with the other requirements issued by MSTB to the Licensee from time to time for continued compliance with the Scheme Requirements and procedures including relevant statutory and regulatory provision/requirements; and

(iv) MSTB reserves the right to display the relevant details of both the Software Product (together with the Documentation) as granted in the Certificate in the Certification Register which is accessible by the public to enable any member of the public to ascertain the validity and authenticity of the Certificate in relation to the Software Product and the Documentation.

(c) In respect of the use of the Certification Mark

The Licensee agrees that it shall comply with the terms of use of the certification mark as described in this **Paragraph 3(c)** (“**Terms of Use of the Certification Mark**”). These Terms of Use of the Certification Mark have been established by MSTB to allow for the use of the Certification Mark by the Licensee in a professional and legal manner in its written and electronic literature and advertising by defining the limitations of use by the Licensee of the Certification Mark, as follows:

(i) only the Licensee who has been validly issued with the Certificate from MSTB is permitted to use the Certification Mark. The Licensee who has been validly issued with the Certificate shall use the Certification Mark consistent with the terms and conditions in the Licensing Agreement and these Terms of Use of the Certification Mark;

(ii) the use of the Certification Mark is personal to the Licensee and any other parties including the holding company, the subsidiary and the associated company(ies) of the Licensee are not permitted to use the Certification Mark unless they have personally been issued with the Certificate from MSTB;

- (iii) the Certification Mark will be delivered to the Licensee electronically for print use together with the Certificate. Guidelines for size and colour usage will be delivered with the Certification Mark by MSTB to the Licensee;
- (iv) only the original Certification Mark provided by MSTB shall be used by the Licensee. The Certification Marks shall not be altered in any way other than to resize the artwork proportionately. Alteration of the Certification Mark include, but are not limited to, adding/deleting any component of the artwork, reducing the artwork to an illegible size, or distortion;
- (v) the Licensee shall only use the Certification Mark on its website and marketing brochures or pamphlets ("**the Agreed Medium**"). The use of the Certification Mark in the medium other than the Agreed Medium is subject to the prior written approval from MSTB and may subject to additional terms and conditions to be imposed by MSTB in its sole and absolute discretion. In no event shall the Licensee use the Certification Mark on the Software Product and/or the Documentation;
- (vi) the use of the Certification Mark shall have direct reference to the Software Product and the Documentation only, and not to any other software product or documentation. The use of the Certification Mark in any manner which suggests that other software product or documentation (other than the Software Product or the Documentation) is certified by MSTB is strictly prohibited;
- (vii) the license to use the Certification Mark shall not in any event be regarded as an endorsement by MSTB of the Software Product and the Certification Mark shall not be used in any manner which may suggest the Software Product approval by MSTB or imply a relationship such as partnership with MSTB;
- (viii) the continued rights to use of the Certification Mark by the Licensee is subject to the Licensee's continued compliance with the terms and conditions in the Licensing Agreement and these Terms of Use of the Certification Mark;
- (ix) any use of the Certification Mark which does not comply with any of the requirements under the Licensing Agreement and/or these Terms of Use of the Certification Mark constitutes fundamental breach of the Licensing Agreement;
- (x) MSTB reserves the right to suspend or withdraw the rights of the Licensee to continue the use of the Certification Mark in the event of the Licensee's non-conformance to any of the terms and conditions in the Licensing Agreement or any of these Terms of Use of the Certification Mark;
- (xi) these Terms of Use of the Certification Mark are subject to revision and review from time to time by MSTB as MSTB deems fit and the Licensee agrees that the use of the Certification Mark after any such revision or review shall be subject to such revised or reviewed Terms of Use of the Certification Mark immediately upon receipt by the Licensee of MSTB's written notice to that effect; and
- (xii) the Certification Mark is a trade mark and Intellectual Property Rights owned by MSTB. MSTB reserves the right to require the Licensee to discontinue its usage should MSTB determines there is a breach of any of the terms and conditions in the Licensing Agreement or any of these Terms of Use of the Certification Mark by the Licensee; and
- (xiii) the Certification Mark shall always be represented with the Certification Number in the manner as published by MSTB from time to time in its website, www.mstb.org.

- (xiv) The Licensee shall promptly report and inform MSTB on any misuse, abuse or potentially fraudulent usage of the Certification Mark by itself or any third parties in order to allow MSTB to investigate and take necessary action, legal or otherwise. Promptly informing MSTB on any misuse or abuse by the Licensee itself may enable the Licensee to mitigate any penalties which may be imposed on it, subject always to MSTB's sole and absolute discretion.

4. EFFECT OF ANY BREACH OF THE LICENSING AGREEMENT AND/OR THE CERTIFICATION TERMS AND CONDITIONS

- 4.1 Any act by the Licensee that is inconsistent with any of the terms and conditions in the Licensing Agreement or the Certification Terms and Conditions shall be considered as the breach of the Licensing Agreement ("**the Breach**").
- 4.2 In addition to MSTB's rights provided in the Licensing Agreement in respect of the Breach:
 - (a) MSTB shall have the right to make an investigation and take the necessary legal actions provided under the relevant applicable laws to protect MSTB's interest;
 - (b) the Licensee shall take the necessary action at its own cost to protect MSTB's interests as instructed by MSTB including to inform the public through media on the Breach; and
 - (c) MSTB shall have the right to claim from the Licensee for any lost and cost incurred or suffered by MSTB as a result of the Breach including but not limited to the legal proceedings and public notification cost.

5. RECORDS

The Licensee shall establish and maintain sufficient and adequate records to provide evidence of conformity to the Certification Terms and Conditions. Such records shall be legible, identifiable, stored, protected, and readily retrievable and retained for a minimum of seven (7) years.

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